

**NOTICE OF MEETING AND AGENDA
REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF EAST PEORIA
COUNCIL CHAMBERS AT 401 WEST WASHINGTON STREET, EAST PEORIA, ILLINOIS
MAY 5, 2020
6:00 P.M.**

This will be a Remote Meeting held via "Zoom Meetings".

THE PUBLIC CAN ONLY ATTEND THIS MEETING REMOTELY;

IN-PERSON ATTENDANCE BY THE PUBLIC IS CURRENTLY PROHIBITED

Due to the Governor's Executive Order regarding COVID-19 and the relaxing of the Open Meeting Act requirements, this meeting will be held remotely via Zoom Meetings without an in-person meeting location for the public to attend. To join in the meeting follow this link: <https://us04web.zoom.us/j/9981352973>; Meeting ID: 998 135 2973

For those not wishing to comment, the Meeting can also be viewed via Facebook live at www.facebook.com/EPCityGovernment.

By phone, dial in and listen to the Meeting and comment during public comment period as follows:

Phone Number (toll-free): (888) 788-0099; Meeting ID: 998 135 2973

You can submit a public comment remotely by attending the meeting on May 5 on Zoom Meetings and selecting the Raise Hand icon on your screen or pressing *9 on your phone to raise your hand during the public comment period.

The meeting will also be recorded and will be available via a link on the City's website soon after the meeting.

If there are any questions regarding this meeting format, please direct them to the City Clerk at morgancadwalader@cityofeastpeoria.com or 309-427-7613.

DATE: MAY 5, 2020
TIME: 6:00 P.M.
COMMISSIONER HILL

MAYOR KAHL
COMMISSIONER DECKER

COMMISSIONER MINGUS
COMMISSIONER SUTHERLAND

1. **CALL TO ORDER:**

2. **ROLL CALL:**

3. **INVOCATION:**

4. **PLEDGE TO THE FLAG:**

5. **APPROVAL OF MINUTES:**

- 5.I. Motion to approve the minutes of the Regular Meeting held on April 21, 2020, and the minutes of the Special Meeting held on April 28, 2020.

Documents:

[2020.04.21 MINUTES.PDF](#)
[2020.04.28 MINUTES - SPECIAL MEETING.PDF](#)

6. **COMMUNICATIONS:**

7. **PUBLIC COMMENT: COUNCIL BUSINESS FROM THE AUDIENCE ON AGENDA ITEMS:**

8. **COMMISSIONER HILL:**

- 8.I. Adoption of Resolution Number 2021-001 – Resolution to Approve Payment of the Schedule of Bills Listed on Schedule Number 24 in the amount of \$1,354,379.73.

Documents:

[RESOLUTION NUMBER 2021-001.PDF](#)

9. **COMMISSIONER DECKER:**

- 9.I. Approval of Resolution Number 2021-003 – Resolution Approving the 2020 Street Maintenance Program Contracts for Sealcoating, Heat Scarification, Spray Patching, Fog Coating Work, and Engineering Services Associated with said Program.
To be laid on the table for no less than one week for public inspection.

Documents:

[RESOLUTION NUMBER 2021-003.PDF](#)

10. **COMMISSIONER SUTHERLAND:**

- 10.I. Approval of Ordinance Number 4498 – (AN ORDINANCE APPROVING AN AGREEMENT TO FINANCE THE PURCHASE OF A SINGLE TURNER VALVE MAINTENANCE TRAILER FOR THE CITY'S WATER DEPARTMENT).
To be laid on the table for no less than one week for public inspection.

Documents:

[ORDINANCE NUMBER 4498.PDF](#)

- 10.II. Approval of Resolution Number 2021-005 – Resolution Accepting Fourth Change Order for City’s Sanitary Sewer System Upgrade Project (Phases A – C Construction Project) (Change Order #4) in the amount of \$14,679.00.
To be laid on the table for no less than one week for public inspection.

Documents:

[RESOLUTION NUMBER 2021-005.PDF](#)

11. **COMMISSIONER MINGUS:**

- 11.I. Approval of Resolution Number 2021-004 – Resolution authorizing and directing the payment of an Invoice to ImageTrend, Inc. for the software licensing services for Fiscal Year 2020-2021 for running and administering many operational aspects of the Fire Department in the amount of \$12,888.72.
To be laid on the table for no less than one week for public inspection.

Documents:

[RESOLUTION NUMBER 2021-004.PDF](#)

- 11.II. Adoption of Resolution Number 2021-002 – Resolution to approve a Separation Agreement for Retirement between the City of East Peoria and David Sprague, Sergeant in the Police Department, effective at the end of his shift on May 15, 2020.

Documents:

[RESOLUTION NUMBER 2021-002.PDF](#)

12. **MAYOR KAHL:**

13. **PUBLIC COMMENT: COUNCIL BUSINESS FROM THE AUDIENCE ON NON-AGENDA ITEMS:**

14. **COMMENTS FROM COUNCIL:**

- 14.I. COMMISSIONER DECKER:
14.II. COMMISSIONER HILL:
14.III. COMMISSIONER SUTHERLAND:
14.IV. COMMISSIONER MINGUS:
14.V. MAYOR KAHL:

15. **MOTION FOR EXECUTIVE SESSION/CLOSED MEETING:**

16. **MOTION TO ADJOURN:**

17. **/S/ Morgan R. Cadwalader**
City Clerk, Morgan R. Cadwalader
Dated and Posted: May 1, 2020

NOTE: All items listed on the agenda are action items unless indicated otherwise. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council.

**MINUTES
NEW COUNCIL CHAMBERS IN THE CIVIC COMPLEX
401 WEST WASHINGTON STREET, EAST PEORIA, ILLINOIS**

APRIL 21, 2020

The Regular Meeting of the City Council of the City of East Peoria, Illinois was called to order by his Honor Mayor John P. Kahl presiding at 6:00 P.M. with proper notice having been given.

Mayor Kahl explained that the City Council Meeting is being held via remote attendance by Zoom Meeting by the public due to the Governor's Executive Order regarding COVID-19 and the relaxing of the Open Meeting Act requirements. Public comments are being taken remotely via Zoom Meetings during the meeting. The meeting is also being shown on Facebook Live on social media.

Upon the roll being called the following answered present: Mayor John P. Kahl, Commissioner Daniel S. Decker, Commissioner Mark E. Hill, Commissioner Seth D. Mingus, and Commissioner Michael L. Sutherland.
Absent: None.

The invocation was given by Commissioner Hill.

Mayor Kahl led the Council and the audience in the pledge of allegiance to the flag.

Motion by Commissioner Mingus, seconded by Commissioner Decker; Mr. Mayor, I move that the minutes of the Regular Meeting held on April 7, 2020 be approved as printed.

Yeas: Commissioner Decker, Hill, Mingus, Sutherland, and Mayor Kahl.

Nays: None.

Mayor Kahl declared the motion carried.

Mayor Kahl stated if there was anyone who wanted to speak on any items on the agenda item to raise their hands on Zoom Meetings and state the matter or matters to be discussed. There was no response.

CONSENT AGENDA ITEMS BY OMNIBUS VOTE:

Mayor Kahl asked if any Commissioner wished to remove any items from the Consent Agenda for discussion. There was no response.

Motion by Commissioner Hill, seconded by Commissioner Decker; Mr. Mayor, I move to adopt a consent agenda consisting of items numbered 1 through 5 as listed on the agenda for this meeting to be considered by omnibus vote.

Item Number 1 – Adoption of Resolution Number 1920-144 – Resolution to Approve Payment of the Schedule of Bills Listed on Schedule Number 23 in the amount of \$3,824,391.66.

Item Number 2 – Adoption of Resolution Number 1920-134 on its Second Reading - Resolution Regarding Reinsurance Carrier for the City's Group Health Insurance Plan (Approving Reinsurance Coverage with Reunion Health Services Inc. for 2020-2021 fiscal year).

Item Number 3 – Adoption of Resolution Number 1920-135 on its Second Reading – Resolution Regarding Preferred Physician and Hospital Network for the City's Group Health Insurance Plan.

Item Number 4 – Adoption of Resolution Number 1920-137 on its Second Reading – Resolution Regarding the Prescription Drug Benefit Manager for the City's Group Health Insurance Plan.

Item Number 5 – Adoption of Resolution Number 1920-129 on its Second Reading – Resolution Accepting Third Change Order for City's Sanitary Sewer System Upgrade Project (Phases A – C Construction Project) (Change Order #3) in the amount of \$63,035.14.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.

Nays: None.

Mayor Kahl declared the motion carried.

Motion by Commissioner Hill, seconded by Commissioner Mingus; Mr. Mayor, I move you that Items numbered 1 through 5 listed on the Consent Agenda be hereby approved and adopted, the items numbered 2 through 5 having been read once by their title and having laid on the table for no less than one week for public inspection be adopted as presented.

Item Number 1 – Adoption of Resolution Number 1920-144 – Resolution to Approve Payment of the Schedule of Bills Listed on Schedule Number 23 in the amount of \$3,824,391.66. (Adopted by omnibus vote)

Item Number 2 – Adoption of Resolution Number 1920-134 on its Second Reading - Resolution Regarding Reinsurance Carrier for the City's Group Health Insurance Plan (Approving Reinsurance Coverage with Reunion Health Services Inc. for 2020-2021 fiscal year). (Adopted by omnibus vote)

Item Number 3 – Adoption of Resolution Number 1920-135 on its Second Reading – Resolution Regarding Preferred Physician and Hospital Network for the City's Group Health Insurance Plan. (Adopted by omnibus vote)

Item Number 4 – Adoption of Resolution Number 1920-137 on its Second Reading – Resolution Regarding the Prescription Drug Benefit Manager for the City’s Group Health Insurance Plan. (Adopted by omnibus vote)

Item Number 5 – Adoption of Resolution Number 1920-129 on its Second Reading – Resolution Accepting Third Change Order for City’s Sanitary Sewer System Upgrade Project (Phase A – C Construction Project) (Change Order #3) in the amount of \$63,035.14. (Adopted by omnibus vote)

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.

Nays: None.

Mayor Kahl declared the motion carried and the items adopted by omnibus vote designation.

Motion by Commissioner Hill, seconded by Commissioner Decker; Mr. Mayor, I move you that Ordinance Number 4493, hereto attached, (ANNUAL APPROPRIATION ORDINANCE FOR THE CITY OF EAST PEORIA, ILLINOIS FOR THE FISCAL YEAR FROM THE FIRST DAY OF MAY A.D. 2020 TO THE LAST DAY OF APRIL A.D. 2021) be accepted on its first reading as read by its title and as now amended, and be laid on the table for no less than one week for public inspection.

Commissioner Hill commented on the ordinance and explained that the Appropriation Ordinance has been amended, and therefore, the ordinance is being read on a first reading again.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.

Nays: None.

Mayor Kahl declared the motion carried.

Resolution Number 1920-124 by Commissioner Hill, seconded by Commissioner Mingus; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution Number 1920-124 hereto attached, a Resolution to approve the Working Cash Budget for the Fiscal Year from the first day of May A.D. 2020 to the last day of April A.D. 2021, be hereby approved. Mr. Mayor, I move you that this Resolution Number 1920-124 be accepted on its first reading as read by its title and as now amended, and be laid on the table for no less than one week for public inspection.

Commissioner Hill explained that the City had a budget created; however, with the COVID-19 Pandemic, the City needed to make many changes regarding revenue decreases resulting from the COVID-19 Pandemic. As a result, the working cash budget is being amended and is being read on a first reading again. This is the budget that the city came up with based upon estimated decreased revenues. He commended the department heads and others on their work these past few weeks and explained that these charges are hurtful; however, they are a necessary.

Mayor Kahl asked each Commissioner to give department specific changes

Commissioner Decker provided comments on the changes in the Street Department budgets. He explained that there is a meeting set up later this week for the Teamsters to speak about concessions. He explained that one of the proposed changes is not having recycling for the fiscal year. There was other trimming of costs in the budget under various line items as well. The Street Department will seek to make changes regarding overtime as well. He explained that there is plenty of time to adjust scheduling for plowing and not getting into the neighborhoods to the extent that they normally do, along with the opportunity to use sand mixed in with the salt rather than making a large salt purchase.

Commissioner Hill provided comments on the changes in the Account and Finance and Planning and Community Development budgets that include changes in people resources, shortening hours, and not bringing someone back temporarily. There were other reductions in expenses as well.

Commissioner Sutherland provided comments on the changes in the Water and Wastewater Departments. He explained that the revenue decreases are upsetting his goal for infrastructure improvements. He explained that the Water and Wastewater Departments five open positions that are not filled at this time. He explained that the water and wastewater departments have absorbed an employee from recycling and that person will be there temporarily or for a long time. He explained that there are no capital projects including Highview Road in the amended budget; however, if there is any money to prevent the mains from rupturing, he will do it.

Commissioner Mingus provided comments on the changes in the Fire Department budget and explained that the Fire Department had to reduce their budget by around \$900,000. He thanked the command staff and the fire union on working together to set up a plan. In addition to reducing expenses that they felt could be cut, the Fire Department also cut overtime expenses, two Deputy Chief positions are being suspended, and the Department will be two individuals lighter. Concessions are being made by the fire union by forgoing wage increases for this year and forgoing clothing allowances for the year. In addition, the Northern Tazewell Fire District contract will go away with additional calls for service providing additional revenues to be gained. As a result of all of the cuts, no one will lose positions; however, through attrition, positions will not be replaced. He assured everyone that the same quality of service that is being provided currently will be provided.

Mayor Kahl explained that Police Department budget was looked at line by line to determine reductions. The order for the police vehicles in the current fiscal year was cancelled and the newly hired officers were laid off. The new officers were not able to attend academy and were not counted toward manpower. There were no concessions by the police union, and as a result, there will need to be another layoff. In addition, a newly hired officer that left the city employment for employment in another city will not be replaced.

The City is estimating a shortfall of just under \$5.4 million. As a result, the City took out all capital expenditures for 2020-2021 and asked each department for 15% reduction in each operating budget. Mayor Kahl explained that the City is within about a \$450,000 gap, and he would like to address it the gap up front. He explained that the casino was shut down and then there were further restrictions on businesses. At that time, non-essential spending was frozen as was hiring. Mayor Kahl expressed hope that those early measures to freeze spending and hiring along with changes made in the last few years with additional revenue sources will make up for that shortfall.

Mayor Kahl asked for further comments from the commissioners.

Commissioner Decker commented on the enormous amount of work that everyone has done on the budget and the work done by Ric Semonski since Public Works Director Dennis Barron left the city. Commissioner Decker explained that he will be supporting the budget tonight. He will try to continue recycling by alternative means if possible and explained that he has ideas; however, he needs to see if the ideas can be proven. He will never stop trying to save parts of the city budget. He explained that there are other potential revenue opportunities in the Public Works Department; commented on the budget being a working document; explained that a plow truck will not be purchased; and explained that Motor Fuel Tax ("MFT") funds may be lower due to the lower amount in the gas price. He will be working on those MFT funds and some road improvements will be done.

Commissioner Hill explained that the all non-represented staff is forgoing the raises for 2020-2021.

Commissioner Sutherland commented on the City reviewing the garbage service and expressed his opinion that the City should get out of the garbage totter business. He commented on some recycling being rejected at recycling centers due to (1) glass being in the recycling, (2) plastic that cannot be recycled being included, and (3) any food or excess liquid being in and on containers. He explained that he feels that privatizing the garbage is the right thing to do and recycling could be brought back. He commented on other private garbage businesses also picking up landscape waste and picking up larger items more frequently. He thinks we should take a hard look at garbage and recycling. He costs being paid by residents; however, he feels that it should be a stepped program with the full amount being paid by residents after a time. He feels that we need to get a handle on garbage; because, if not, then every year the tipping fees will go up. Commissioner Sutherland would rather the reductions in personnel be had through attrition.

Commissioner Mingus thanked all the departments for their work on the budget reductions. He commented on recycling and solid waste. He explained that there is no excess money and explained that he looked at the basic public services and he considers garbage a basic public service; however, he does not see recycling as a basic public service. He will support the budget tonight.

Commissioner Decker explained that the recycling tipping fee is \$66.56 per ton plus \$7 fee for recycling. Garbage is around \$56 per ton. In the past, recycling was quite a bit lower. Costs went up when certain countries stopped taking recycling. Sometimes things can be removed that are not recyclable; however, sometimes, it is less costly to get rid of the entire batch of items. He would much rather make this tough decision than lay people off. He is looking forward to looking at this over the next week before the second reading on the budget. Commissioner Decker explained that clean-up week is still scheduled for the Fall.

Mayor Kahl explained that recycling is stopping effective on May 1, and he thinks everything said tonight has been accurate. He explained that his family has recycling for a long time and the markets were heavily affected by China no longer taking recycling, and sadly, some items does end up going to the garbage dump. The recycling toters will be picked up by the solid waste drivers and as solid waste during this time. This budget is as lean as it gets and the last couple of weeks have been difficult for several reasons. He explained that the City is taking a measured approach and it is the right thing to do.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.

Nays: None.

Mayor Kahl declared the motion carried.

Resolution Number 1920-138 by Commissioner Hill, seconded by Commissioner Mingus; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution Number 1920-138, hereto attached, a Resolution Regarding Renewal of Group Term Life Insurance Policy for City Employees with Standard Insurance Company, be approved. Mr. Mayor, I move you that this Resolution Number 1920-138 be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Commissioner Hill explained that this resolution is the renewal of life insurance that is provided to City employees and the amount is the same as last year.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.

Nays: None.

Mayor Kahl declared the motion carried.

Resolution Number 1920-139 by Commissioner Hill, seconded by Commissioner Mingus; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution Number 1920-139, hereto attached, a Resolution Regarding Revisions to the City's Group Health Insurance Plan, be approved. Mr. Mayor, I move you that this Resolution Number 1920-139 be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Commissioner Hill explained that the resolution is for approval of changes to the Group Health Insurance Plan. The changes involve preventative measures that are being included regarding mammograms and colonoscopies, in addition to plan benefit changes due to the COVID-19.

Commissioner Decker explained that he would be abstaining from voting on Resolution Numbers 1920-139, 1920-140, 1920-142, and 1920-143 and Ordinance Number 4497 out of an abundance of caution due to his employment with the city and him paying for the benefits on those some of those items.

Yeas: Commissioners Hill, Mingus, Sutherland, and Mayor Kahl.

Abstain: Commissioner Decker.

Nays: None.

Mayor Kahl declared the motion carried.

Resolution Number 1920-140 by Commissioner Hill, seconded by Commissioner Mingus; **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS** that Resolution Number 1920-140, hereto attached, a Resolution Regarding Employee Contribution Rates for the City's Group Health Insurance Plan, be approved. Mr. Mayor, I move you that this Resolution Number 1920-140 be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Commissioner Hill explained that the resolution is for changes to the contribution rates for employees and that the rates have increased due to higher utilization amounts over the last year. Increases in rates are shared with the City and employee splitting the rate increases.

Mayor Kahl explained the rates to the plan in the Preferred Provider Option and High Deductible Health Plan.

Yeas: Commissioners Hill, Mingus, Sutherland, and Mayor Kahl.

Abstain: Commissioner Decker.

Nays: None.

Mayor Kahl declared the motion carried.

Resolution Number 1920-141 by Commissioner Hill, seconded by Commissioner Decker; **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS** that Resolution Number 1920-141, hereto attached, a Resolution Regarding the Utilization Manager for the City's Group Health Insurance Plan, be approved. Mr. Mayor, I move you that this Resolution Number 1920-141 be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Commissioner Hill explained that the change in the utilization manager is a key component in keeping costs down on the Group Health Insurance Plan.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.

Nays: None.

Mayor Kahl declared the motion carried.

Resolution Number 1920-142 by Commissioner Hill, seconded by Commissioner Mingus; **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS** that Resolution Number 1920-142, hereto attached, a Resolution to approve the salaries, wages, and employee benefits for certain non-union employees of the City of East Peoria for the fiscal year beginning May 1, 2020 and ending on April 30, 2021, be approved. Mr. Mayor, I move you that this Resolution Number 1920-142 be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Commissioner Hill explained that the salaries and wages are not being increased this year to non-represented employees.

Yeas: Commissioners Hill, Mingus, Sutherland, and Mayor Kahl.

Abstain: Commissioner Decker.

Nays: None.

Mayor Kahl declared the motion carried.

Motion by Commissioner Hill, seconded by Commissioner Mingus; Mr. Mayor, I move you that Ordinance Number 4497 hereto attached, (AMENDING THE CITY OF EAST PEORIA PERSONNEL POLICY MANUAL) be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Commissioner Hill explained that the changes involve cannabis regulation and tax act changes and changes made the personnel policy manual to change the City Administrator to say Mayor, use of employees vehicles, employees attendance. Changes to the personnel policy manual are generally done annually along with the salary resolution.

Yeas: Commissioners Hill, Mingus, Sutherland, and Mayor Kahl.

Abstain: Commissioner Decker.

Nays: None.

Mayor Kahl declared the motion carried.

Resolution Number 1920-143 by Commissioner Hill; **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS, THAT** the reappointments by Mayor John P. Kahl of the following individuals to various boards and commissions of the City of East Peoria be hereby approved:

Board of Trustees of the East Peoria Firefighters' Pension Fund

Jeffery Becker, Member

Term: May 1, 2020 to April 30, 2023

John Knapp, Member

Term: May 1, 2020 to April 30, 2023

Board of Trustees of the East Peoria Police Pension Fund Board

Terry Schultz, Member Term: May 1, 2020 to April 30, 2023

East Peoria Human Relations Commission

Marjorie Greuter, Member Term: May 1, 2020 to April 30, 2022

Tony Ingold, Member Term: May 1, 2020 to April 30, 2022

Barb McDonald, Member Term: May 1, 2020 to April 30, 2022

East Peoria Planning Commission

Dennis Paluska, Member Term: May 1, 2020 to April 30, 2023

Andrew Paulson, Member Term: May 1, 2020 to April 30, 2023

East Peoria Fire and Police Commission

Charles Morgan, Member Term: May 1, 2020 to April 30, 2023

East Peoria Mass Transit District

Debra Bloomfield, Member Term: May 1, 2020 to April 30, 2024

AND THAT THIS RESOLUTION NUMBER 1920-143 BE ADOPTED AS PRESENTED.

Motion by Commissioner Hill, seconded by Commissioner Sutherland; Mr. Mayor, I move that Resolution Number 1920-143 be adopted as presented.

Mayor Kahl commented on the terms expiring and thanked those that serve on those boards and commissions.

Yeas: Commissioners Hill, Mingus, Sutherland, and Mayor Kahl.

Abstain: Commissioner Decker.

Nays: None.

Mayor Kahl declared the motion carried and Resolution Number 1920-143 be duly adopted as presented.

Motion by Commissioner Decker, seconded by Commissioner Mingus; Mr. Mayor, I move you that Ordinance Number 4496, hereto attached, (AN ORDINANCE APPROVING ACQUISITION OF RIGHT-OF-WAY AND CONSTRUCTION EASEMENT FOR CAMP STREET AND RIVER ROAD INTERSECTION IMPROVEMENT PROJECT) having been read once by its title and having been laid on the table for no less than one week for public inspection, be adopted as presented.

Commissioner Decker explained that he has received questions about this item about making expenses on this project while having to make so many budget cuts. This was the roundabout project that the City was able to making changes to the intersection without including a roundabout. There will be a left turn into Embassy Suites. It does solve some problems and allow the City to utilize the Peoria and Pekin Urbanized Areas Transportation Study ("PPUATS") project funding and the money that was going to be used on the project was able to be used elsewhere for other PPUATS projects. The intersection is rated as being dangerous with quite a few accidents. It is good when City can take a dangerous intersection and make it safer and even better when you can save money by utilizing other funding sources. He looks forward to the completion of the project.

Commissioner Sutherland explained that he does not like roundabouts, and he is not happy with the roundabout located in the City. He explained that will be improved and that now is the time to complete the project at the same time as the I-74 closure is happening so that the roads are only shut down or affect one time.

Commissioner Hill believes that the rescoping of the project is good and there will be benefits from the improvements.

Mayor Kahl commented on working with PPUATS and being supportive of moving forward with this project. He was not supportive of the roundabout that was planned at the intersection and he feels that the changes are a good changes including a left turn lane on to Conference Center Drive. No one likes spending money during difficult times; however, this is a good time to do the project with the I-74 closure. The project will forward on July 6 and is set to be done around October 31.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.

Nays: None

Mayor Kahl declared the motion carried and Ordinance Number 4496 be adopted as presented.

Resolution Number 1920-131 by Commissioner Mingus; **RESOLUTION AUTHORIZING TEMPORARY INCREASE IN THE NUMBER OF FIREFIGHTERS ON THE EAST PEORIA FIRE DEPARTMENT**

WHEREAS, Title 1, Chapter 5, Section 2.1 of the East Peoria City Code authorizes the City Council to determine from time to time by Resolution the number of individuals to hold each rank on the East Peoria Fire Department; and

WHEREAS, in December 2018, pursuant to Resolution Number 1819-106, the City temporarily increased the number of firefighters on the Fire Department by three to a total of 33 firefighters in an effort to minimize overtime costs in the Fire Department; and

WHEREAS, in accordance with Resolution Number 1819-106, the temporary increase to 33 in the number of firefighters in the Fire Department that was approved in December 2018 is set to decrease back down to 30 through attrition of members leaving the Fire Department after April 30, 2020; and

WHEREAS, in February 2020, pursuant to Resolution Number 1920-109, the City temporarily increased the number of firefighters on the Fire Department by one to a total of 34 firefighters due to the retirement of a firefighter in June 2020, and thus the City increased the staffing level of firefighters on the Fire Department by an additional one firefighter until the retirement of this firefighter in June 2020, at which time this temporary additional firefighter position will be eliminated; and

WHEREAS, a Deputy Chief has announced his retirement effective on May 1, 2020; a Lieutenant has announced his retirement effective on May 4, 2020; and the City seeks to temporarily decrease the number of Deputy Chief positions by two effective May 1, 2020, during this uncertain time due to anticipated revenue decreases at substantial amounts until such time as the City can reevaluate the budget revenues to a point that those positions may be refilled; and

WHEREAS, effective on May 1, 2020, as a result of the decrease in the Deputy Chief positions, the number of Lieutenants will temporarily be increased by one due to an Assistant Fire Chief being moved down to a Lieutenant; and

WHEREAS, it is in the best interests of the City that after the retirement of a Lieutenant on May 4, 2020, the total number of Lieutenants in the Fire Department be reduced by one to 9; and

WHEREAS, the City now seeks to retain the number of firefighters at a level of 33 upon the retirement of the firefighter in June 2020 until April 30, 2021, as a continued effort to minimize overtime costs in the Fire Department; and

WHEREAS, it is in the best interests of the City that after the retirement of the firefighter in June 2020, the total number of firefighters in the Fire Department be reduced by one to 33 until April 30, 2021; and

WHEREAS, it is in the best interests of the City that after April 30, 2021, the total number of firefighters in the Fire Department be reduced by three to 30 through attrition thereafter;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT:

Section 1. Effective May 1, 2020, the Fire Department of the City of East Peoria shall consist of the following personnel:

- A. One Fire Chief
- B. Three Assistant Fire Chiefs
- C. Ten Lieutenants
- D. Thirty-Four Firefighters
- E. One Paid on Call Firefighter

Section 2. Effective after the retirement of a firefighters on May 4, 2020, the Fire Department of the City of East Peoria shall consist of the following personnel:

- A. One Fire Chief
- B. Three Assistant Fire Chiefs
- C. Nine Lieutenants
- D. Thirty-Four Firefighters
- E. One Paid on Call Firefighter

Section 3. Effective after the retirement of the firefighter on June 17, 2020, the Fire Department of the City of East Peoria shall consist of the following personnel:

- A. One Fire Chief
- B. Three Assistant Fire Chiefs
- C. Nine Lieutenants
- D. Thirty-Three Firefighters
- E. One Paid on Call Firefighter

Section 4. Subject to further action by the City Council, effective on April 30, 2021, the Fire Department of the City of East Peoria shall consist of the following personnel upon attrition to the staffing levels established in this Resolution:

- A. One Fire Chief
- B. Three Assistant Fire Chiefs
- C. Nine Lieutenants
- D. Thirty Firefighters
- E. One Paid on Call Firefighter

Motion by Commissioner Mingus, seconded by Commissioner Hill; Mr. Mayor, I move that Resolution Number 1920-131 be adopted as presented.

Commissioner Mingus explained that there is an ordinance that lays out the positions and this resolution sets out the current members on the fire department. Three additional firefighters helps to reduce the costs of overtime. He explained that there are several retirements, and this reduces the Deputy Chief positions down. The additional three firefighters has saved the city of around \$750,000 in overtime costs.

Mayor Kahl explained that there were concessions by the fire union that allowed the Fire Department to remain at this strength level.

Yeas: Commissioners Hill, Mingus, Sutherland, and Mayor Kahl.

Abstain: Commissioner Decker.

Nays: None.

Mayor Kahl declared the motion carried and Resolution Number 1920-131 be duly adopted as presented.

Mayor Kahl stated if there was anyone who wanted to speak on any items not on the agenda to raise their hand on Zoom Meetings and state the matter or matters to be discussed. There was no response.

Mayor Kahl then asked for comments from Council.

Commissioner Decker explained that there is a change coming to ensure that damage to the street done by a contractor will be fixed by the contractor. He explained that it may bring in cost savings to the city.

Commissioner Sutherland commended Cord Crisler and Brad Boulton on their job with the Sanitary Sewer project. There is a pipe lining project that is an issue that will be dealt with. He explained that he received a phone call from a woman that was concerned with him not opening the City for business. He feels that there are some things done well by the governor; however, there have been mistakes done that affect downstate when it is an issue in Chicago. He commented on issues with things being shut down. Commissioner Sutherland commented on a woman requesting to have chickens. He explained that if things go on in this situation, he does not feel like they cannot have chickens.

Mayor Kahl explained that the past council addressed the request to have the chickens. He explained that this a divisive pandemic and that he feels now is not the right time to bring up a controversial topic such as the chicken matter.

Commissioner Decker explained that 90% of the public response were in opposition of allowing chickens when it was previously addressed.

Commissioner Mingus commented on the chickens and would like to see the divisiveness on things during this time stop. The important things are remaining healthy, keeping social distances. Another important thing is getting business open while at the same time being safe. He congratulated Ross Ahrens on his temporary promotion as a temporary Lieutenant.

Commissioner Decker commented on restrictions resulting from the coronavirus pandemic. The federal government is working to assist small businesses and larger cities in excess of 500,000 population. He explained that we should look for other opportunities for cities. He explained that he sent an email to the Governor. He asked that we look at innovative ways to work on the City's finances.

Mayor Kahl requested that everyone be respectful. He does not want to be critical of any one point of view and to not be blinded by fear. He explained that he reached out to the governor's office on Friday and received a call from the staff member on Saturday. It was to seek reopening East Peoria on May 1, 2020. He has not received a call from the governor yet. The virus is real and does not have an end date. He does not believe that it is appropriate to have winners and losers through essential and nonessential businesses. He believes that it can be reopened with safe measures in place. He commended the Councilmembers on their work on the budget over the last few weeks.

Motion by Commissioner Sutherland, seconded by Commissioner Decker; Mr. Mayor, I move you that we adjourn until Tuesday evening, May 5, 2020 at 6:00 P.M.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.

Nays: None

Mayor Kahl declared the motion carried and the meeting adjourned at 7:29 P.M.

/s/ Morgan R. Cadwalader
City Clerk Morgan R. Cadwalader

**MINUTES
NEW COUNCIL CHAMBERS IN THE CIVIC COMPLEX
401 WEST WASHINGTON STREET, EAST PEORIA, ILLINOIS**

APRIL 28, 2019

The SPECIAL Meeting of the City Council of the City of East Peoria, Illinois was called to order by his Honor Mayor John P. Kahl presiding at 6:00 P.M. with proper notice having been given.

Upon the roll being called the following answered present: Mayor John P. Kahl, Commissioner Daniel S. Decker, Commissioner Mark E. Hill, Commissioner Seth D. Mingus, and Commissioner Michael L. Sutherland.
Absent: None.

The invocation was given by Commissioner Hill.

Mayor Kahl led the Council and the audience in the pledge of allegiance to the flag.

Mayor Kahl explained that the City Council Meeting is being held via remote attendance by Zoom Meeting by the public due to the Governor's Executive Order regarding COVID-19 and the relaxing of the Open Meeting Act requirements. Public comments are being taken remotely via Zoom Meetings during the meeting. The meeting is also being shown on Facebook Live on social media.

Mayor Kahl stated if there was anyone who wanted to speak on any items on the agenda item to raise their hands on Zoom Meetings and state the matter or matters to be discussed.

Bob Jorgensen spoke over the Zoom Meeting platform on recycling. He thanked the first responders, grocery store workers, pharmacy workers, and others working during this time and risking their health. He explained that he understands the money issues the City is having. However, he feels that the City can get recycling done at a minimal cost or the same amount that the City would be paying for garbage. He explained that he would have loved to have been in the loop from the beginning. Mr. Jorgensen asked the City to stop picking up the glass and only pick up plastics marked one and two, tin, aluminum, paper, and cardboard. The places for recycling being looked into are comparable to what it would cost to put the recycling in the dump. He also some unusual ideas for recycling. One idea is trying to get a roll off for a week that can be \$160 and using one of the City's trucks. He explained that East Peoria Green has many contacts. There is another environmental group in the City. The East Peoria Green Team has members who work with Waste Management and recycling, someone with G&D, among others. He would love to talk to the City about this, and he feels that recycling can still be done with only plastics marked with one and two. Heh asked the City Council is they had any questions for him. There was no response.

Commissioner Decker thanked Mr. Jorgensen and explained that he will speak in greater detail later in the meeting regarding recycling. There was no response.

Mayor Kahl stated if there was anyone else who wanted to speak on any items on the agenda item to raise their hands on Zoom Meetings and state the matter or matters to be discussed. There was no response.

Motion by Commissioner Hill, seconded by Commissioner Decker; Mr. Mayor, I move you that Ordinance No. 4493, hereto attached, (ANNUAL APPROPRIATION ORDINANCE FOR THE CITY OF EAST PEORIA, ILLINOIS FOR THE FISCAL YEAR FROM THE FIRST DAY OF MAY A.D. 2020 TO THE LAST DAY OF APRIL A.D. 2021) having been read once by its title and having been laid on the table for no less than one week for public inspection, be adopted as presented.

Commissioner Hill explained that this is the second reading on the appropriation ordinance which sets the spending limits for the City for 2020-2021 fiscal year. He explained that they are trying to get this done for the coming fiscal year. This is the legal authority for specific spending activities for the City.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.

Nays: None

Mayor Kahl declared the motion carried and Ordinance No. 4493 be adopted as presented.

Resolution No. 1920-124 by Commissioner Hill, seconded by Commissioner Mingus; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 1920-124 hereto attached, a Resolution to approve the Working Cash Budget for the Fiscal Year from the first day of May A.D. 2020 to the last day of April A.D. 2021, be hereby approved. Mr. Mayor, I move you that this Resolution No. 1920-124 having been read once by its title and having laid on the table for no less than one week for public inspection, be adopted as presented.

Commissioner Hill explained that there have been cuts to the budget due to the coronavirus pandemic.

Mayor Kahl asked each Commissioner to detail the cuts made in each of their departments.

Commissioner Decker commented on budget changes in the Streets and Public Improvements. He explained that recycling will be suspended by one year, a plow truck has been removed, and there is a request for proposal that will sought for the city recycling. He thanked the teamsters who care deeply about their jobs and the community and have given up salary increases for the year. He explained that there were other cuts that totaled 15% reduction, and we do not know the exact budget reductions that will occur.

Commissioner Hill commented on budget changes in his department. He explained that Accounts & Finance, Information Technology, Planning and Community Development, and Buildings and Inspections Departments have cut everything that was physically possible in line items, including reduction of hours and not bringing back one person for the year in Code Enforcement and forgoing projects for the year in the Facilities Department.

Commissioner Mingus explained that the Fire Department has suspended the Deputy Chief positions for the fiscal year; the fire union has made concessions that include no raises for the fiscal year and no clothing allowance for the year; selling equipment that the department can and other additional cuts; no longer having a contract with the Northern Tazewell Fire Protection District; and other operational cuts.

Commissioner Sutherland explained that because of the nearly \$900,000 taken out of the budget for water and sewer lines that included curbs and water lines that those projects have been put off indefinitely until the money is available. He explained that not being able to get projects done is a problem. These and other cuts are part of the entire fiscal problem.

Mayor Kahl explained that the Police Department has cancelled the order for eight police vehicles; two personnel openings will remain unfilled; the police union did not give any concessions, and four of the newest police officers have been laid off. In the administrative departments that he is over in city hall, there have been cuts throughout the operating budgets of those departments. Mayor Kahl explained that the City has a projected \$5.4 million reduction in the revenues, based upon current understandings of the economic situation, and there is still a \$400,000 gap in the budget that he feels will be made up by stopping nonessential spending and personnel hiring. He thanked the teamsters and fire unions for their concessions.

Commissioner Decker commented on recycling. He explained that he will try to figure out a way to fund it recycling enough to keep the service. There are no extras in the budget, and any cuts that were made cut services. He explained that he does not currently have a better way to get recycling done. He explained that he feels that the state should allow communities to forgo their added pension expenses this year, which will allow the City to be better prepared if there is another rise in COVID-19 cases over the winter. This would not be a tax increase on the governments; but rather, it is another way of looking at the financial strain. The City does not desire to get rid of the recycling and the City is committed to looking at other options. Removing recycling does keep everyone employed in the Public Works department. The service costs around \$181,000 per year and there is a question about the savings. There needs to be a revenue stream to start recycling again and he is hopeful that recycling will be in next year's budget. There are other options for recycling. Commissioner Decker commented on a video that Midwest Fiber has available that shows how recyclables are processed. He explained that residents of East Peoria can bring recyclables to two facilities in the next year. Commissioner Decker explained that Todd Shumaker has available other things that can be done with recycling, and Commissioner Decker is hopeful that the costs can come down. He explained that he will work with the Green Team or others to look into a drop off location. He appreciates the comments and asked that anyone interested in the Green Team to contact him. He will be voting yes on the budget.

Mayor Kahl commented on working on the budget by looking at people versus reducing services and commented on it being a difficult decision. He explained that the property taxes do not cover the costs of the recycling program and commented on the costs of recycling being \$66.66 per ton plus a \$7 processing fee while the solid waste fees were \$54.10 per ton last year.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.

Nays: None.

Mayor Kahl declared the motion carried and Resolution No. 1920-124 be duly adopted as presented.

Resolution No. 1920-138 by Commissioner Hill, seconded by Commissioner Mingus; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 1920-138 hereto attached, a Resolution Regarding Renewal of Group Term Life Insurance Policy for City Employees with Standard Insurance Company, be hereby approved. Mr. Mayor, I move you that this Resolution No. 1920-138 having been read once by its title and having laid on the table for no less than one week for public inspection, be adopted as presented.

Commissioner Hill explained that this for the renewal of life insurance for city employees.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.

Nays: None.

Mayor Kahl declared the motion carried and Resolution No. 1920-138 be duly adopted as presented.

Resolution No. 1920-139 by Commissioner Hill, seconded by Commissioner Mingus; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 1920-139 hereto attached, a Resolution Regarding Revisions to the City's Group Health Insurance Plan, be hereby approved. Mr. Mayor, I move you that this Resolution No. 1920-139 having been read once by its title and having laid on the table for no less than one week for public inspection, be adopted as presented.

Commissioner Hill explained that the resolution is related to changes to the group health insurance plan. Those changes involve recommendations for the insurance committee and include changes in language for the utilization benefit manager, coverages for colonoscopies and mammograms, and COVID-19 emergency items.

Commissioner Decker explained that he would be abstaining from voting on this resolution as well as the four agenda items following out of an abundance of caution due to his employment with the City.

Yeas: Commissioners Hill, Mingus, Sutherland, and Mayor Kahl.

Abstain: Commissioner Decker

Nays: None.

Mayor Kahl declared the motion carried and Resolution No. 1920-139 be duly adopted as presented.

Resolution No. 1920-140 by Commissioner Hill, seconded by Commissioner Mingus; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 1920-140 hereto attached, a Resolution Regarding Employee Contribution Rates for the City’s Group Health Insurance Plan, be hereby approved. Mr. Mayor, I move you that this Resolution No. 1920-140 having been read once by its title and having laid on the table for no less than one week for public inspection, be adopted as presented.

Commissioner Hill commented on the contribution rate increases that are due to higher utilization of the plan. Any increases in the rate are split between City and Employees. These rates are approving the employee portion of the contribution rate.

Mayor Kahl stated the contribution rate changes as follows:

	<u>PPO Plan</u>	<u>High Deductible Plan</u>
Individual	\$191.50 (+24.84)	\$161.50 (+24.84)
Individual + Child(ren)	\$298.54 (+52.42)	\$253.54 (+52.42)
Individual + Spouse	\$346.12 (+82.38)	\$296.12 (+82.38)
Family	\$477.36 (+13.72)	\$402.36 (+13.72)

Yeas: Commissioners Hill, Mingus, Sutherland, and Mayor Kahl.

Abstain: Commissioner Decker.

Nays: None.

Mayor Kahl declared the motion carried and Resolution No. 1920-140 be duly adopted as presented.

Resolution No. 1920-141 by Commissioner Hill, seconded by Commissioner Mingus; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 1920-141 hereto attached, a Resolution Regarding the Utilization Manager for the City’s Group Health Insurance Plan, be hereby approved. Mr. Mayor, I move you that this Resolution No. 1920-141 having been read once by its title and having laid on the table for no less than one week for public inspection, be adopted as presented.

Commissioner Hill commented on the utilization manager change with the City moving to Precedence as a utilization manager.

Yeas: Commissioners Hill, Mingus, Sutherland, and Mayor Kahl.

Abstain: Commissioner Decker.

Nays: None.

Mayor Kahl declared the motion carried and Resolution No. 1920-141 be duly adopted as presented.

Resolution No. 1920-142 by Commissioner Hill, seconded by Commissioner Mingus; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 1920-142 hereto attached, a Resolution to approve the salaries, wages, and employee benefits for certain non-union employees of the City of East Peoria for the fiscal year beginning May 1, 2020 and ending on April 30, 2021, be hereby approved. Mr. Mayor, I move you that this Resolution No. 1920-142 having been read once by its title and having laid on the table for no less than one week for public inspection, be adopted as presented.

Commissioner Hill explained that there have been big changes due to the pandemic and that the wages for the non-union will not be increased. The City attorney fees with Miller, Hall & Triggs will not increase either.

Yeas: Commissioners Hill, Mingus, Sutherland, and Mayor Kahl.

Nays: Commissioner Decker.

Mayor Kahl declared the motion carried and Resolution No. 1920-142 be duly adopted as presented.

Motion by Commissioner Hill, seconded by Commissioner Mingus; Mr. Mayor, I move you that Ordinance No. 4497, hereto attached, (AN ORDINANCE AMENDING THE CITY OF EAST PEORIA PERSONNEL POLICY MANUAL) having been read once by its title and having been laid on the table for no less than one week for public inspection, be adopted as presented.

Commissioner Hill explained the changes that include and reflect those related to the Cannabis Regulation and Tax Act; inserting the Mayor in various provisions of the Manual to act in the absence of having a City Administrator; revising the pre-employment testing provision to be consistent with the updated substance abuse policy; and updating the sections dealing with sick leave, use of vacation leave upon returning from military duty, use of City vehicles, and employee attendance.

Yeas: Commissioners Hill, Mingus, Sutherland, and Mayor Kahl.

Abstain: Commissioner Decker.

Nays: None

Mayor Kahl declared the motion carried and Ordinance No. 4497 be adopted as presented.

Resolution No. 1920-145 by Commissioner Mingus; WHEREAS, Brett Brown has been continuously employed by the City from November 1, 1994 through May 1, 2020, most recently occupying the position of Deputy Fire Chief;

WHEREAS, Brett Brown announced his intention to retire from employment effective at the end of the day on May 1, 2020; and

WHEREAS, the City is appreciative of the long and continued service provided by Brett Brown; and

WHEREAS, it is in the best interest of the City to execute the attached Separation Agreement;

NOW, THEREFORE, BEITRESOLVEDBYTHECOUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT:

Section 1. The above recitals are found to be true and correct.

Section 2. The Mayor is hereby authorized to execute the Separation Agreement with such changes as the Mayor, in his sole discretion, may decide are in the best interest of the City of East Peoria.

Motion by Commissioner Mingus, seconded by Commissioner Decker; Mr. Mayor, I move that Resolution No. 1920-145 be adopted as presented.

Commissioner Mingus commended and thanked Deputy Chief Brett Brown on his excellent service to the City and wished him well in his retirement.

Commissioner Decker commended Deputy Chief Brown on his service to the City commending him on his service to the City as a great firefighter and paramedic. Deputy Chief Brown was also a nurse in addition to being a firefighter/paramedic. Deputy Chief Brown never hesitated to be the first one through the door and he is very intelligent. Commissioner Decker thanked Deputy Chief Brown's wife and family and wished Brett the best in his retirement. He explained that Deputy Chief Brown chose to retire so that others would not have to be laid off of work.

Mayor thanked and wished him well and stated the payouts to Mr. Brown.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.

Nays: None.

Mayor Kahl declared the motion carried and Resolution No. 1920-145 be duly adopted as presented.

Resolution No. 1920-146 by Commissioner Mingus; RESOLUTION AUTHORIZING A DECREASE IN THE NUMBER OF PATROLMEN AND SERGEANTS ON THE EAST PEORIA POLICE DEPARTMENT

WHEREAS, Title 1, Chapter 3, Section 7.1 of the East Peoria City Code authorizes the City Council to determine from time to time by Resolution the number of individuals to hold each rank on the Police Department; and WHEREAS, effective May 1, 2020, the City seeks to temporarily decrease the number of Patrolmen positions by five to 34 Patrolmen during this uncertain time due to anticipated revenue decreases at substantial amounts until such time as the City can reevaluate the budget revenues to a point that those positions may be refilled; and

WHEREAS, a Sergeant has announced his retirement effective on May 15, 2020 and the City seeks to temporarily decrease the number of Sergeant positions by one to six Sergeants during this uncertain time due to anticipated revenue decreases at substantial amounts until such time as the City can reevaluate the budget revenues to a point that this position may be refilled;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT

Section 1. Effective May 1, 2020, the Police Department of the City of East Peoria shall consist of the following personnel:

- A. One Police Chief
- B. Two Deputy Chiefs
- C. Seven Sergeants
- D. Thirty-four Patrolmen

Section 2. Effective May 15, 2020, the Police Department of the City of East Peoria shall consist of the following personnel:

- A. One Police Chief
- B. Two Deputy Chiefs
- C. Six Sergeants
- D. Thirty-four Patrolmen

Section 3. The Police Chief is hereby authorized and directed to notify the Police and Fire Commission of the decrease in Patrolmen and Sergeants.

Motion by Commissioner Mingus, seconded by Commissioner Decker; Mr. Mayor, I move that Resolution No. 1920-146 be adopted as presented.

Commissioner Mingus explained this reflects the number of officers that the Police Department will have as a result of the budget cuts.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.

Nays: None.

Mayor Kahl declared the motion carried and Resolution No. 1920-146 be duly adopted as presented.

Mayor Kahl stated if there was anyone who wanted to speak on any items not on the agenda to raise their hand on Zoom Meetings and state the matter or matters to be discussed. There was no response.

Mayor Kahl then asked for comments from Council.

Commissioner Decker explained that there was no stone left unturned in the budget. If there is a City infrastructure issue, please let the City know. He explained that the Vietnam Traveling Memorial Wall is still currently scheduled for September 2020; however, he cannot guarantee anything at this point. Some of the events that were going to be planned with the Vietnam Traveling Memorial Wall may be changed. He is waiting to see what the restrictions are moving forward. Last Tuesday, Commissioner Decker had intentions of working hard this week to brainstorm revenue sources for recycling. However, he explained that his mother passed away last Friday. Her passing was expected but was sooner than he expected. He explained that his dad was well known around town; however, he learned how many people knew his mom and her faith. He explained that some people have apprehension with knowing what might happen after they leave this world, but that his mother was contented that she would go to heaven and was always faithful. He explained that the family is not able to have any services public now and that there will be something private tomorrow and something more public on June 14 and or later in July depending on the restrictions.

Commissioner Hill commented on the recycling and explained that he spoke with someone from Midwest Fiber. He is supportive of a possible solution to get the recycling done and is hopeful that there will be a solution. He commented on the COVID-19 numbers and encouraged everyone to question the numbers. He explained that there is a lot of information and commented on different models. The governor is using other models that are putting the state at a peak in Mid-May. He explained that there is a lot of discussion about Chicago and the collar counties being a majority of the cases. He took a look at the infection rate in Jasper County that has 9,600. He explained that most of the people have followed the rules to flatten the curve to not overwhelm that medical facilities. He commented on the contagiousness of the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) or R0 number (the number of people that one infected person will pass the virus on to, on average). He explained that the contagiousness rate was over the 3-person rate and that number is now 1.4 and the restrictions have achieved what it should. He believes we've flattened the curve.

Commissioner Mingus commented on recycling not being paid for through property taxes and he believes that the tax rate has been held steady for over fifteen years. The city is not raising property taxes, as the city has other avenues of revenue related to sales tax, the gaming revenues and some others. However, those numbers are down dramatically as a result of the current state of the restrictions. He recommended people to shop local and buy local as best you can as you are helping fund programs like recycling by doing so.

Commissioner Sutherland explained that he is proud of the Teamsters for making concessions; his skepticism regarding the restrictions and suggested that people follow the money; and concern for small businesses. He commented on recycling and urged individuals to try to produce less waste and need for recycling and explained that paper and cardboard are almost one hundred percent recyclable. He commented how the city pays for recycling and how recycling is transferred. He explained that some recycling goes to waste and is then transferred to the garbage dump. He commented on residents pumping their sump pump water directly into the sewer system which overwhelms the sewer system. He explained that people need to stop pumping their sump pump water into the sewer system. He commended the sewer treatment plant workers for protecting the river and getting things done.

Mayor Kahl thanked Jeff Becker and Morgan Cadwalader for attending the City Council meetings during this time. He explained that he received a call from Governor Pritzker regarding his plan for phased reopening of East Peoria which could be used for the entire region. He explained that it was a two-way conversation; he submitted the plan to the Governor; and he has not heard back from him personally since the plan was submitted. Mayor Kahl explained that the entire City Council is supportive of a phased in reopening of the region. He explained that he recognizes the health issue and the economic issue are important; explained that the region has been respectful to date; and reiterated that he is listening to the medical advice and scientists. He feels that there will be a plateau and not a peak. He explained that the percentage of positives has declined slightly and there will be a gradual decline moving forward. He has been working with other communities in four counties that would like to re-approach the Governor with a two-month reopening process beginning May 1 and explained that he will update everyone. There are 18 signatories on the plan that will go to Governor Pritzker tomorrow. He feels that we need to be responsible moving forward, and if the executive order and restrictions are extended, there will be economic and mental well-being issues. He is hopeful that the Governor will be open to looking to the people collectively and will seek the Governor's support moving forward. He asked everyone to remain calm as there is uncertainty and there will be more comments coming later this week.

Motion by Commissioner Sutherland, seconded by Commissioner Decker; Mr. Mayor, I move you that we adjourn until Tuesday evening, May 5, 2020 at 6:00 P.M.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.

Nays: None

Mayor Kahl declared the motion carried and the meeting adjourned at 7:33 P.M.

/s/ Morgan R. Cadwalader
City Clerk Morgan R. Cadwalader

RESOLUTION NO. 2021-001

May 5, 2020
EAST PEORIA, ILLINOIS

RESOLUTION BY COMMISSIONER _____

SECONDED BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS THAT
THE CLAIMS AS LISTED ON SCHEDULE NO. 24 BE ALLOWED. MR. MAYOR,
I MOVE THAT THE CLERK IS HEREBY AUTHORIZED AND DIRECTED TO ISSUE ORDERS ON
THE TREASURER FOR THE VARIOUS AMOUNTS, TOTALING \$1,354,379.73
AND THE SCHEDULE OF BILLS BE HEREBY ADOPTED AS PRESENTED.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

GENERAL CORPORATE FUND
 INVOICES DUE ON/BEFORE 04/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
01-01-1-025	MORTON COMMUNITY BANK	KROGER-EXECUTIVE SESSION MTNG	5.04
		MICKIE'S-EXECUTIVE SESSION MTG	61.19
01-01-1-070	MORTON COMMUNITY BANK	ZOOM-MONTHLY CONFERENCING	124.99
01-01-1-100	MORTON COMMUNITY BANK	AMAZON-CUPS	2.32
		AMAZON-BATTERIES	5.70
01-01-1-182	MORTON COMMUNITY BANK	BECK'S-SYMPATHY FLOWERS	85.00
		CVS-GIFT CARDS, HUCAL/CLARK	251.90
01-01-3-070	IWIRC	PHYSICAL EXAM	1,925.93
01-01-4-023	MORTON COMMUNITY BANK	OFFICE DEPOT-FEDEX SHIPPING	36.60
01-01-4-100	MORTON COMMUNITY BANK	OFFICE DEPOT-MAILER	3.24
		AMAZON-CUPS	1.39
		AMAZON-BATTERIES	3.42
01-01-5-020	HR FIT LLC	HR REVIEW PROJECT	4,100.00
01-01-5-070	AAIM EMPLOYERS' ASSOCIATION	STATE & FEDERAL POSTER	279.40
01-01-5-100	MORTON COMMUNITY BANK	TARGET-HAND SANITIZER	11.76
		AMAZON-CUPS	4.64
		AMAZON-BATTERIES	11.39
01-01-5-182	MORTON COMMUNITY BANK	KROGER-CLOROX WIPES	15.15
		PRECKSHOT-HAND SANITIZER	80.80
01-02-0-040	MORTON COMMUNITY BANK	HDHP/HSA CITY PORTION	1,000.00
01-02-0-100	MORTON COMMUNITY BANK	AMAZON-CUPS	3.48
		AMAZON-BATTERIES	8.54
01-03-0-020	RALLY APPRAISAL LLC	LAND APPRAISAL	375.00
01-03-0-023	MORTON COMMUNITY BANK	USPS-INSPECTION LETTERS	21.00
		USPS-CERTIFIED MAILING	6.95
01-03-0-025	MORTON COMMUNITY BANK	EVENTBRITE-CREDIT, CANCELLED	-86.50
01-03-0-035	MORTON COMMUNITY BANK	APA-MEMBERSHIP	388.00
	JOURNAL STAR	LEGAL NOTICES	177.84
		LEGAL NOTICES	90.48
01-03-0-045	VERIZON WIRELESS	03/10/20-04/09/20 CELL SERVICE	224.48
		03/11/20-04/10/20 CELL SERVICE	42.99
01-03-0-069	VITAL SIGNS INC.	BANNER	220.00
01-03-0-070	MORTON COMMUNITY BANK	COSTC-TABLETS	999.96
		COSTCO-CREDIT, TABLETS	-249.99
		FACEBOOK-CENSUS VIDEO BOOST	475.21
01-03-0-100	MORTON COMMUNITY BANK	AMAZON-CUPS	9.29
		AMAZON-BATTERIES	22.78
01-04-0-070	MORTON COMMUNITY BANK	CORNWELL-RETAINING TOOL	155.01
		LAZZAR'S-PRESS SEALS	80.67
	S.J. SMITH WELDING SUPPLY	CYLINDER RENTAL	5.35
		ARGON	68.44
	VERIZON WIRELESS	03/10/20-04/09/20 CELL SERVICE	53.62
01-04-0-110	CINTAS CORPORATION	VM UNIFORMS, TOWELS	146.29
		VM UNIFORMS, TOWELS	189.11
		VM UNIFORMS, TOWELS	322.37
		VM UNIFORMS, TOWELS	156.45
		VM UNIFORMS, TOWELS	156.45

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

GENERAL CORPORATE FUND
 INVOICES DUE ON/BEFORE 04/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
01-05-0-044	VERIZON WIRELESS	03/10/20-04/09/20 CELL SERVICE	448.14
01-05-0-045	AMEREN ILLINOIS	4/20 POWER - CITY BUILDINGS	1,077.73
01-05-0-050	COPS INC	REKEY-HOUSING AUTHORITY	216.50
01-05-0-051	CONNOR CO CORPORATE OFFICE	AIR FILTERS	136.80
01-05-0-070	MORTON COMMUNITY BANK	AMAZON-HAND SANETIZER BOTTLES	84.98
01-05-0-100	MORTON COMMUNITY BANK	AMAZON-CUPS	11.61
		AMAZON-BATTERIES	28.48
	L&S LABEL PRINTING	CODE HEARING FORMS	390.21
01-05-0-121	THE HOME DEPOT PRO	DISPENSING PUMP	7.40
		PAPER PRODUCTS, PURELL,	44.13
		PURELL, PAPER TOWELS	81.35
01-05-0-160	IL OIL MARKETING	PD/FD GAS PUMP, SOFTWARE	35,402.22
01-06-0-020	HEART TECHNOLOGIES,INC	ACTIVATE PHONE/DATA	125.00
01-06-0-025	MORTON COMMUNITY BANK	MICROSOFT-LICENSING	105.00
		MICROSOFT-LICENSING	660.00
01-06-0-045	VERIZON WIRELESS	03/10/20-04/09/20 CELL SERVICE	155.39
		03/11/20-04/10/20 CELL SERVICE	97.10
01-06-0-048	CDS OFFICE TECHNOLOGIES	PD COPY CHARGES	42.14
		CH COPY CHARGES	155.11
	PTC SELECT	TONER	421.00
		TONER	111.00
		TONER	848.00
01-06-0-100	MORTON COMMUNITY BANK	AMAZON-CUPS	2.32
		AMAZON-BATTERIES	5.70
01-06-0-149	MORTON COMMUNITY BANK	AMAZON-ADAPTER/CONVERTER	105.60
		AMAZON-INTERNAL SSD	173.97
01-06-0-160	MORTON COMMUNITY BANK	AMAZON-EXTERNAL DRIVE, BURNER	127.40
		AMAZON-ETHERNET SWITCH	245.54

		DEPARTMENT TOTAL:	53,382.95
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APPROVED FOR PAYMENT BY:

DATE: 05/01/20
TIME: 11:49:00
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

EMERGENCY SERV & DISASTER AST
INVOICES DUE ON/BEFORE 04/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
02-00-0-045	AMEREN ILLINOIS	4/20 POWER - ESDA	50.98
02-00-0-051	RAGAN COMMUNICATIONS, INC.	TORNADO SIREN CONVERSION	5,656.12

		DEPARTMENT TOTAL:	5,707.10
			=====

APPROVED FOR PAYMENT BY:

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

POLICE PROTECTION FUND
 INVOICES DUE ON/BEFORE 04/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
03-00-0-023	MORTON COMMUNITY BANK	STAMPS.COM-MONTHLY FEE	17.99
		STAMPS.COM-POSTAGE RENEWAL	300.00
		USPS-PACKAGE TO AZ	11.60
03-00-0-025	MORTON COMMUNITY BANK	ALLEGIANT-REFUND, CANCELLED	-56.00
		ALLEGIANT-REFUND, CANCELLED	-572.03
		EXPEDIA-HOTEL, HORN TRAINING	379.98
		EXPEDIA-HOTEL, HORN TRAINING	413.19
		AMOCO-FUEL, OLINGER TRAINING	35.66
		HOLIDAY INN-HOTEL, TRAINING	224.64
		EXXONMOBIL-FUEL, TRAINING	19.65
03-00-0-026	MORTON COMMUNITY BANK	BASS PRO-RANGE AMMUNITION	784.74
		BASS PRO-RANGE AMMUNITION	1,411.34
		BASS PRO-RANGE AMMUNITION	1,799.64
		BASS PRO-RANGE AMMUNITION	1,799.64
		BOOKING.COM-HOTEL, TRAINING	745.46
03-00-0-030	RAY O'HERRON CO., INC.	ARMORED VEST	923.72
03-00-0-035	COMCAST	MONTHLY CABLE INTERNET	5.97
03-00-0-045	AMEREN ILLINOIS	4/20 POWER - PD	151.81
	VERIZON WIRELESS	03/10/20-04/09/20 CELL SERVICE	543.37
		03/11/20-04/10/20 CELL SERVICE	1,712.76
03-00-0-050	LIBERTY TERMITE & PEST CONTROL	PEST CONTROL-PD	39.00
	OGBORN PLUMBING, INC	STOOL REPAIR	85.65
03-00-0-052	AUTOZONE COMMERCIAL	CREDIT-RETURNS	-223.86
		BRAKE ROTORS	286.76
		AIR FILTER	13.99
		BRAKE PADS & ROTORS	351.74
		LOCTITE	24.17
	RAY DENNISON CHEVROLET INC.	RADIATOR	303.06
		HUB ASSEMBLY	167.13
		PIPES	74.32
		ENGINE OIL COOLER	295.39
	GOODYEAR AUTO SERVICE CENTER	OIL CHANGE	22.45
		OIL CHANGE, TIRE	181.06
	O'REILLY AUTO PARTS	BRAKE PADS & ROTORS	199.98
	WAL-MART COMMUNITY	HEADLIGHTS	47.76
03-00-0-053	RAGAN COMMUNICATIONS, INC.	BATTERY	147.00
03-00-0-070	AAA CERTIFIED CONFIDENTIAL	PD CONFIDENTIAL SHREDDING	80.00
	MORTON COMMUNITY BANK	WALGREENS-PHOTO PROCESSING	3.24
		AMAZON-EXTERNAL USB/DISK DRIVE	289.95
		AMAZON-WALL SIGN HOLDER	34.78
	WAL-MART COMMUNITY	BAGS FOR PPE	6.56
03-00-0-100	MORTON COMMUNITY BANK	AMAZON-ENVELOPES	54.13

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CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

POLICE PROTECTION FUND
INVOICES DUE ON/BEFORE 04/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
03-00-0-100	MORTON COMMUNITY BANK	AMAZON-PENS, COUNTERFEIT PENS	35.61
03-00-0-115	MORTON COMMUNITY BANK	THORNTONS-FUEL	68.86
03-00-0-121	TRITECH FORENSICS INC	CLEANCIDE WIPES	95.96
03-00-0-127	MORTON COMMUNITY BANK	AMAZON-THUMB DRIVES	489.28
		AMAZON-THUMB DRIVES	99.80
		SIRCHIE-EVIDENCE ENVELOPES	53.61
		GEORGE PASQUELS-COFFEE FILTERS	16.76
		GLOVES	137.00
03-00-0-160	RNS ELECTRIC, INC	ELECTRICAL-GENERATOR INSTALL	3,062.50
	C & G CONCRETE CONSTRUCTION CO	CONCRETE PAD-GENERATOR INSTALL	5,000.00
	ALTORFER	PD/FD GENERATOR INSTALL	16,858.00
03-00-0-183	MORTON COMMUNITY BANK	USPS-POSTAGE STAMPS	12.30

		DEPARTMENT TOTAL:	39,179.32
			=====

APPROVED FOR PAYMENT BY:

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

FIRE PROTECTION FUND
 INVOICES DUE ON/BEFORE 04/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
04-00-0-023	MORTON COMMUNITY BANK	USPS-POSTAGE STAMPS	55.00
04-00-0-025	MORTON COMMUNITY BANK	WALMART-DONUTS, OFFICER CLASS	17.04
		HAMPTON INN-HOTEL, TRAINING	107.35
		DEPT OF PUBLIC HEALTH-EMT-P	41.00
	PETTY CASH IMPREST FUND	OSF - CPR CERTIFICATION CARDS	10.00
		OSF - CPR CERTIFICATION CARDS	22.00
04-00-0-026	MORTON COMMUNITY BANK	CONTINENTAL TESTING-MEDIC TEST	40.00
		COMFORT INN-HOTEL, SOLLBERGER	480.25
		COMFORT INN-HOTEL, SOLLBERGER	480.25
04-00-0-035	MORTON COMMUNITY BANK	ACTIVE 911-SUBSCRIPTION	5.25
04-00-0-045	VERIZON WIRELESS	03/10/20-04/09/20 CELL SERVICE	792.01
		03/11/20-04/10/20 CELL SERVICE	300.93
04-00-0-052	AXLE SURGEONS, INC.	BORE-SLEEVE STEERING KNUCKLE	739.00
	MORTON COMMUNITY BANK	O'REILLY-CAP & ROTOR, U-1	49.98
		O'REILLY-HEADLIGHTS, E-6	18.08
04-00-0-070	BEVCHEM SOLUTIONS	COFFEE MAKER REPAIR-CENTRAL	80.90
	MORTON COMMUNITY BANK	TARGET-SCOTCHBRITE, CLEANERS	53.47
		HARBOR FREIGHT-DUCT TAPE	13.94
		COSCTO-COFFEE	239.76
	PETTY CASH IMPREST FUND	WALMART - SYMPATHY CARD	4.57
04-00-0-100	MORTON COMMUNITY BANK	OFFICE MAX-USB CABLE	26.57
		OFFICEMAX-PRINTER INK	117.99
04-00-0-127	MORTON COMMUNITY BANK	POSITIVE PROMOTIONS-MASKS	3,378.40
		QUICKSTOP TOOLS-MULTI-TOOL	373.29
		FIREHOSE DIRECT-TAX REFUND	-8.50
		HARBOR FREIGHT-SAFETY GLASSES	226.80
		BATTERIES PLUS-BATTERIES	148.00
		HAND SANITIZER	625.00
04-00-0-128	ROCOR INDUSTRIES	MCKESSON-PREP PADS, ELECTRODES	85.55
	MORTON COMMUNITY BANK	MCKESSON-IV SOLUTION	30.99
		MENARDS-INFRARED THERMOMETERS	105.57
		MCKESSON-FACE MASKS	2.50
		MCKESSON-TUBE HOLDERS	10.86
		MCKESSON-GLOVES	148.20
		MCKESSON-GLOVES	148.66
		MCKESSON-ELECTRODES, NEBULIZER	205.35
		MCKESSON-GLOVES	74.10
		BOA-WASHABLE ISOLATION GOWNS	752.73
	BOUND TREE CORPORATION	ASPRIN, SPLINTS, CHART PAPER	634.53
04-00-0-160	RNS ELECTRIC, INC	ELECTRICAL-GENERATOR INSTALL	3,062.50
	C & G CONCRETE CONSTRUCTION CO	CONCRETE PAD-GENERATOR INSTALL	5,000.00
	ALTORFER	PD/FD GENERATOR INSTALL	16,858.00
04-00-0-180	ANDRES MEDICAL BILLING (AMB)	MARCH COLLECTIONS	5,952.00

		DEPARTMENT TOTAL:	41,509.87
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CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

FIRE PROTECTION FUND
INVOICES DUE ON/BEFORE 04/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
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APPROVED FOR PAYMENT BY:

DATE: 05/01/20
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CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

SOLID WASTE
INVOICES DUE ON/BEFORE 04/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
05-00-0-017	WASTE MANAGEMENT	SOLID WASTE TIPPING FEES	23,167.31
05-00-0-018	WASTE MANAGEMENT	RECYCLING TIPPING FEES	236.53
05-00-0-052	MORTON COMMUNITY BANK	KLUEVER TOOLS-TERMINAL CRIMPER	45.98
	MUTUAL WHEEL COMPANY	KLUEVER TOOLS-TORQUE WRENCH	595.45
		WELD BRACKET	99.05

		DEPARTMENT TOTAL:	24,144.32
			=====

APPROVED FOR PAYMENT BY:

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

STREET & BRIDGE FUND
 INVOICES DUE ON/BEFORE 04/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
11-00-0-052	AUTOZONE COMMERCIAL	CREDIT-RETURN FUEL LINE	-4.49
		FUEL LINE	4.49
		FUEL LINE	3.49
	ALTORFER	PINS	30.84
		RETAINER	57.48
	E P TIRE & VULCANIZING	TIRES	510.00
		FLAT REPAIR	30.00
	ECO MOBILE STRIPPING, INC	PLOW SAND BLAST	650.00
	GRAINGER INC.	O-RINGS	3.21
		WIRE BRUSHES, LOCK NUTS	31.49
	JOHNSTONE SUPPLY	FITTINGS	12.73
	MATHIS-KELLEY	CARBURETOR, THROTTLE CABLE	71.32
	MORTON COMMUNITY BANK	RON'S TOOLS-SERPENTINE WRENCH	149.95
		FARM & FLEET-JACKETED WIRE	34.99
		SNO-DEPOT-OIL PAN, BOLT KIT	889.00
		HARBOR FREIGHT-TIRES	13.98
		APEX AUTOMATION-BEARING, WINCH	52.68
	MUTUAL WHEEL COMPANY	BACK-UP CAMERA	287.85
		RELEASE VALVE	53.82
	NENA HARDWARE	HARDWARE	88.18
	O'REILLY AUTO PARTS	BRAKE HOSE	5.31
		BRAKE HOSE	40.54
		BRAKE HOSE	25.58
	SUNBELT RENTALS INC	PULLEY, HANDLE	55.30
11-00-0-056	LASER ELECTRIC INC	CYPRESS RIDGE/PINEHURST	1,055.08
11-00-0-070	MORTON COMMUNITY BANK	LINKEDIN-PW DIRECTOR AD	230.00
	VERIZON WIRELESS	03/10/20-04/09/20 CELL SERVICE	537.47
		03/11/20-04/10/20 CELL SERVICE	86.00
11-00-0-122	TAZEWELL COUNTY ASPHALT CO INC	COLDMIX	1,039.50

		DEPARTMENT TOTAL:	6,045.79
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APPROVED FOR PAYMENT BY:

DATE: 05/01/20
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CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

STREET LIGHTING FUND
INVOICES DUE ON/BEFORE 04/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
16-00-0-046	AMEREN ILLINOIS	4/20 POWER - STREET LIGHTING	9,109.54
		DEPARTMENT TOTAL:	9,109.54

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CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

WORKERS COMP & LIAB
INVOICES DUE ON/BEFORE 04/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
18-00-0-040	IL COUNTIES RISK MANAGEMENT	2018-2019 ICRMT-WORKER'S COMP	2,378.00
		DEPARTMENT TOTAL:	2,378.00

APPROVED FOR PAYMENT BY:

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

EASTSIDE CENTRE
 INVOICES DUE ON/BEFORE 04/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
21-01-0-020	COMCAST	JAN/MARCH CABLE/INTERNET	1,485.02
21-01-0-036	AMEREN ILLINOIS	4/20 POWER - ESC	20.37
21-01-0-051	YEZEK & SONS LLC	PHASE MONITOR	288.12
21-01-0-100	MORTON COMMUNITY BANK	CVS-GLOVES	19.98
21-01-0-118	FIVE STAR WATER	COFFEE SUPPLIES	84.84
	GORDON FOOD SERVICE, INC.	CREDIT-CONCESSIONS	-26.22
		CREDIT-CONCESSIONS	-34.56
		CONCESSION SUPPLIES	39.56
		CONCESSION SUPPLIES	50.20
		CONCESSION SUPPLIES	472.74
	MORTON COMMUNITY BANK	COSTCO-CONCESSION SUPPLIES	159.29
		MICHAELS-CONCESSION ITEMS	180.00
		MICHAELS-CONCESSION ITEMS	90.00
		MICHAELS-CONCESSION ITEMS	90.00
		MICHAELS-CONCESSION ITEMS	120.00
		MICHAELS-CONCESSION ITEMS	125.00
		COSTCO-CONCESSION SUPPLIES	52.45
	THE HOME DEPOT PRO	LATEX GLOVES	10.90
21-02-0-036	AMEREN ILLINOIS	4/20 POWER - ESC	20.37
21-02-0-050	BORN PAINT & WALLPAPER CO.	PAINT	46.47
	LIBERTY TERMITE & PEST CONTROL	PEST CONTROL-ESC	125.00
21-02-0-051	RUSSELL'S CYCLING & FITNESS	MAINTENANCE	253.84
21-02-0-071	LES MILLS US TRADING INC	LICENSE FEE	302.00
	MORTON COMMUNITY BANK	B3 FIT-FITNESS LICENSING	19.99
21-02-0-110	MORTON COMMUNITY BANK	CENTURY MARTIAL ARTS-TKD BELTS	46.25
21-03-0-025	MORTON COMMUNITY BANK	U OF I-REFUND, TRAINING	-50.00
		U OF I-REFUND, TRAINING	-50.00
21-03-0-030	AMEREN ILLINOIS	4/20 POWER - ESC	676.49
21-03-0-032	AMEREN ILLINOIS	4/20 POWER - ESC	34.86
21-03-0-034	AMEREN ILLINOIS	4/20 POWER - ESC	227.95
21-03-0-035	AMEREN ILLINOIS	4/20 POWER - ESC	204.32
21-03-0-036	AMEREN ILLINOIS	4/20 POWER - ESC	20.36
21-03-0-050	MILLER-BATTERIES PLUS	BATTERIES	48.96
	OGBORN PLUMBING, INC	FAUCET REPAIR	251.08
21-03-0-051	BURRIS EQUIPMENT	FENDER	375.33

		DEPARTMENT TOTAL:	5,780.96
			=====

APPROVED FOR PAYMENT BY:

HOTEL-MOTEL TAX
 INVOICES DUE ON/BEFORE 04/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
23-00-0-020	E P CHAMBER OF COMMERCE	4/20 EXECUTIVE SALARY	1,375.00
23-00-0-044	VERIZON WIRELESS	03/10/20-04/09/20 CELL SERVICE	108.03
23-00-0-070	IMAGE POTENTIAL	COMMUNITY BRANDING PROJECT	5,000.00
	MORTON COMMUNITY BANK	UATTEND-TIME CLOCK FEES	94.00
		OFFICEMAX-TAHNK YOU POSTCARDS	34.28
23-00-0-073	MORTON COMMUNITY BANK	STARLIGHT CONTROLS-BUNNY	157.00
	SPRINGFIELD ELECTRIC SUPPLY	JUNCTION BOX	31.20
23-00-0-074	AMEREN ILLINOIS	4/20 POWER - FOL	263.22
23-00-0-150	AMEREN ILLINOIS	4/20 POWER - WW	395.19
	NILES INDUSTRIAL COATINGS	SAND BLASTING & PAINTING	1,767.50
		SAND BLASTING & PAINTING	1,850.50
	MORTON COMMUNITY BANK	REINDERS-WIRE, FOL	361.16
		NESTLABS-FOL CAMERAS	10.00
23-00-0-151	AIRGAS USA LLC	WELDING SUPPLIES	351.05
	AMEREN ILLINOIS	4/20 POWER - FESTIVAL BUILDING	88.49
	HAGERTY STEEL & ALUMINUM CO.	FLAT, ANGLED STEEL	178.86
		SQUARE TUBING	456.00
		ROUND STEEL	294.80
	LIBERTY TERMITE & PEST CONTROL	PEST CONTROL-FESTIVAL BLDNG	60.00
	WHITE DISTRIBUTION & SUPPLY	EYEWEAR DISPENSER	67.77
		CUTTING WHEEL	39.60
	SPRINGFIELD ELECTRIC SUPPLY	LED WALL LIGHT	486.46
	HEARTLAND FABRICATIONS LLC	TRAILER	1,000.00
23-00-0-152	AG-LAND FS, INC - TREMONT	SEED, FERTILIZER	2,009.00
	SPRAYER SPECIALTIES INC	MOTOR	173.79
	SITEONE LANDSCAPE SUPPLY	HERBICIDE	22.32
	SPRINGFIELD ELECTRIC SUPPLY	CABLE TIES	74.83
	BERNARD KRUMHOLZ, INC	SHREDDED SOIL	236.25
23-00-0-153	COLUMBIA PIPE & SUPPLY CO.	FITTING	27.30
	MARTIN SULLIVAN INC	1ST QUARTER RENTAL AGREEMENT	350.00
	FLIGINGERS	V-BELT	77.24

		DEPARTMENT TOTAL:	17,440.84
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APPROVED FOR PAYMENT BY:

DATE: 05/01/20
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CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

W. WASHINGTON ST TIF
INVOICES DUE ON/BEFORE 04/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
26-00-0-025	MIDWEST ENGINEERING ASSOC	LEVEE DIST. - RES. DEVELOPMENT	2,224.51
26-00-0-199	CULLINAN PROPERTIES LTD	DOWNTOWN TAX INCENTIVE #19	109,602.06

		DEPARTMENT TOTAL:	111,826.57
			=====

APPROVED FOR PAYMENT BY:

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

WATER & SEWER
 INVOICES DUE ON/BEFORE 04/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
50-50-0-020	LIBERTY TERMITE & PEST CONTROL	PEST CONTROL - PW	34.00
	PDC LABORATORIES INC	WATER TESTING	988.00
		WATER TESTING	900.00
		WATER TESTING	900.00
		WATER TESTING	257.00
	WASTE MANAGEMENT	DUMPSTER TIPPING FEE	337.05
		DUMPSTER TIPPING FEE	122.49
50-50-0-021	L&S LABEL PRINTING	UTILITY BILL, REMINDER NOTICE	770.04
50-50-0-030	DAN BRIDGWATER	BOOT REIMBURSEMENT	107.52
50-50-0-045	AMEREN ILLINOIS	4/20 POWER	156.89
	VERIZON WIRELESS	03/10/20-04/09/20 CELL SERVICE	704.33
		03/11/20-04/10/20 CELL SERVICE	42.99
50-50-0-047	AMEREN ILLINOIS	4/20 POWER FOR PUMPING	4,302.70
50-50-0-052	ALTORFER	HARDWARE	73.68
		PREVENTATIVE MAINTENANCE	2,082.20
50-50-0-121	COLUMBIA PIPE & SUPPLY CO.	COUPLING	48.50
50-50-0-126	CORE & MAIN	TAPPING VALVE	916.64
		REPAIR CLAMPS	278.06
50-50-0-127	C & H REPAIR & SUPPLY CO	IMPACT WRENCH	239.00
	MIKE KLUEVER, SNAP ON TOOLS	IMPACT SOCKET	85.50
50-50-0-130	MORTON COMMUNITY BANK	USABLUBOOK-TESTING KIT, GUAGE	1,356.41
50-50-0-180	WATER DEPOSIT REFUNDS	202 KEIL AV -	100.00
		243 SHADOWAY DR-	100.00
	W & S BILL OVERPAYMENT REFUND	NESTLE DSD DIVISION	1,181.60
50-51-0-045	VERIZON WIRELESS	03/10/20-04/09/20 CELL SERVICE	273.59
		03/11/20-04/10/20 CELL SERVICE	85.98
50-51-0-047	AMEREN ILLINOIS	4/20 POWER FOR PUMPING	1,830.15
50-51-0-052	AUTOZONE COMMERCIAL	JUNCTION BOX	7.38
	CENTRE STATE INTN'L TRUCKING	HARNES	57.03
50-51-0-070	OMNI-SITE	ANNUAL MONITORING FEE	276.00
50-51-0-080	O'REILLY AUTO PARTS	SILICONE	22.47
	MIDWEST METER, INC	PCB ASSEMBLY	709.91
50-51-0-127	CORE & MAIN	STEEL RISER RING, COUPLINGS	751.04
	ALTORFER	COUPLINGS	325.54
		COUPLINGS, O-RINGS	144.56
50-53-0-201	BUSEY BANK	VACTOR TRUCK LOAN INTERST	147.13
50-53-0-240	BUSEY BANK	VACTOR TRUCK LOAN PRINCIPAL	6,582.76
50-56-0-170	JOURNAL STAR	LEGAL NOTICE	118.56
50-57-0-256	MORTON COMMUNITY BANK	AUTO-READ LOAN PRINCIPAL	14,332.92
		AUTO-READ LOAN INTEREST	1,260.05
DEPARTMENT TOTAL:			43,009.67

APPROVED FOR PAYMENT BY:

DATE: 05/01/20
TIME: 11:49:00
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

RIVERBOAT GAMING TAX FUND
INVOICES DUE ON/BEFORE 04/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
80-00-0-165	CITY OF PEORIA	1/20 50% WAGERING TAX	123,449.46
		2/20 50% WAGERING TAX	124,822.33
		3/20 50% WAGERING TAX	136,712.81
80-01-0-025	PTC SELECT	COMPUTERS	10,723.00

		DEPARTMENT TOTAL:	395,707.60
			=====

APPROVED FOR PAYMENT BY:

DATE: 05/01/20
TIME: 11:49:00
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

PAYROLL HOLDING ACCTS
INVOICES DUE ON/BEFORE 04/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
99-99-9-998	WAGES PAID	04/30/20 PAYROLL GF	517,802.25
		04/30/20 PAYROLL WS	81,354.95

		DEPARTMENT TOTAL:	599,157.20
			=====

APPROVED FOR PAYMENT BY:

DATE: 05/01/20
TIME: 11:49:00
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

FINAL TOTALS
INVOICES DUE ON/BEFORE 04/30/2020

GENERAL CORPORATE FUND	53,382.95
EMERGENCY SERV & DISASTER AST	5,707.10
POLICE PROTECTION FUND	39,179.32
FIRE PROTECTION FUND	41,509.87
SOLID WASTE	24,144.32
STREET & BRIDGE FUND	6,045.79
STREET LIGHTING FUND	9,109.54
WORKERS COMP & LIAB	2,378.00
EASTSIDE CENTRE	5,780.96
HOTEL-MOTEL TAX	17,440.84
W. WASHINGTON ST TIF	111,826.57
WATER & SEWER	43,009.67
RIVERBOAT GAMING TAX FUND	395,707.60
PAYROLL HOLDING ACCTS	599,157.20

GRAND TOTAL	1,354,379.73
	=====



2232 E. WASHINGTON ST. East Peoria, Illinois 61611 . Phone (309) 698-4716 FAX (309) 698-4730

Commissioners
Dan Decker Michael Sutherland

TO: The Honorable Mayor and the City Council

FROM: Ric Semonski, Supervisor of Streets

DATE: March 28, 2020

SUBJECT: RECOMMENDATION TO APPROVE \$699,951.58 OF MOTOR FUEL TAX FUNDS FOR THE PROPOSED EXECUTION OF WORK FOR THE 2020 STREET MAINTENANCE PROGRAM.

DISCUSSION:

We propose that \$699,951.58 be allocated for the 2020 Street Maintenance Program. Bids were received on March 24, 2020 for improvements totaling \$807,318.66. Due to recent events, available Motor Fuel Funds have been reduced. Contractors have agreed to honor their bid unit cost while allowing the City to reduce the scope of work in order to reduce the overall cost of the projects.

Please find the attached East Peoria Street Maintenance spread sheet showing the proposed 3 contractors, original bid amounts and the proposed reduction cost totaling \$699,951.58.

RECOMMENDATION: Approve the above recommended bids in the amount of \$699,951.58 as outlined in the attached spread sheet to be paid for using Motor Fuel Tax funds.

RESOLUTION NO. 2021-003

East Peoria, Illinois

_____, 2020

RESOLUTION BY COMMISSIONER _____

WHEREAS, the Department of Public Works has heretofore solicited proposals for the various components of the 2020 Street Maintenance Program (the "Project"); and

WHEREAS, the following contractors have agreed to perform the hereinafter described work in connection with the Project at the indicated cost to be paid from Motor Fuel Tax Funds ("MFT Funds");

<u>Contractor</u>	<u>Description of Work</u>	<u>Contract Amount</u>
R.A. Cullinan & Son, Inc.	Sealcoating	\$250,213.64
American Asphalt Surface Recycling, Inc.	Heat Scarification	\$297,270.77
Midstate Asphalt Repair, Inc.	Spray Patching	\$80,000.00
R.A. Cullinan & Son, Inc.	Fog Coat	\$72,467.17

WHEREAS, Patrick N. Meyer & Associates, Inc. (the "Engineer") has agreed to perform engineering services for the Project at a cost of \$60,000.00;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT each of these Project contracts is approved, and the Mayor or his designee is hereby authorized and directed to enter into contracts in such form as the Mayor in his discretion may approve with the aforementioned contractors and with the Engineer to perform the described work at the indicated cost; provided, however, that the City shall have no obligation under the terms of this Resolution until executed originals of such contracts have been delivered to the respective contractors and to the Engineer.

APPROVED:

Mayor

ATTEST:

City Clerk

2020
EAST PEORIA STREET MAINTENANCE

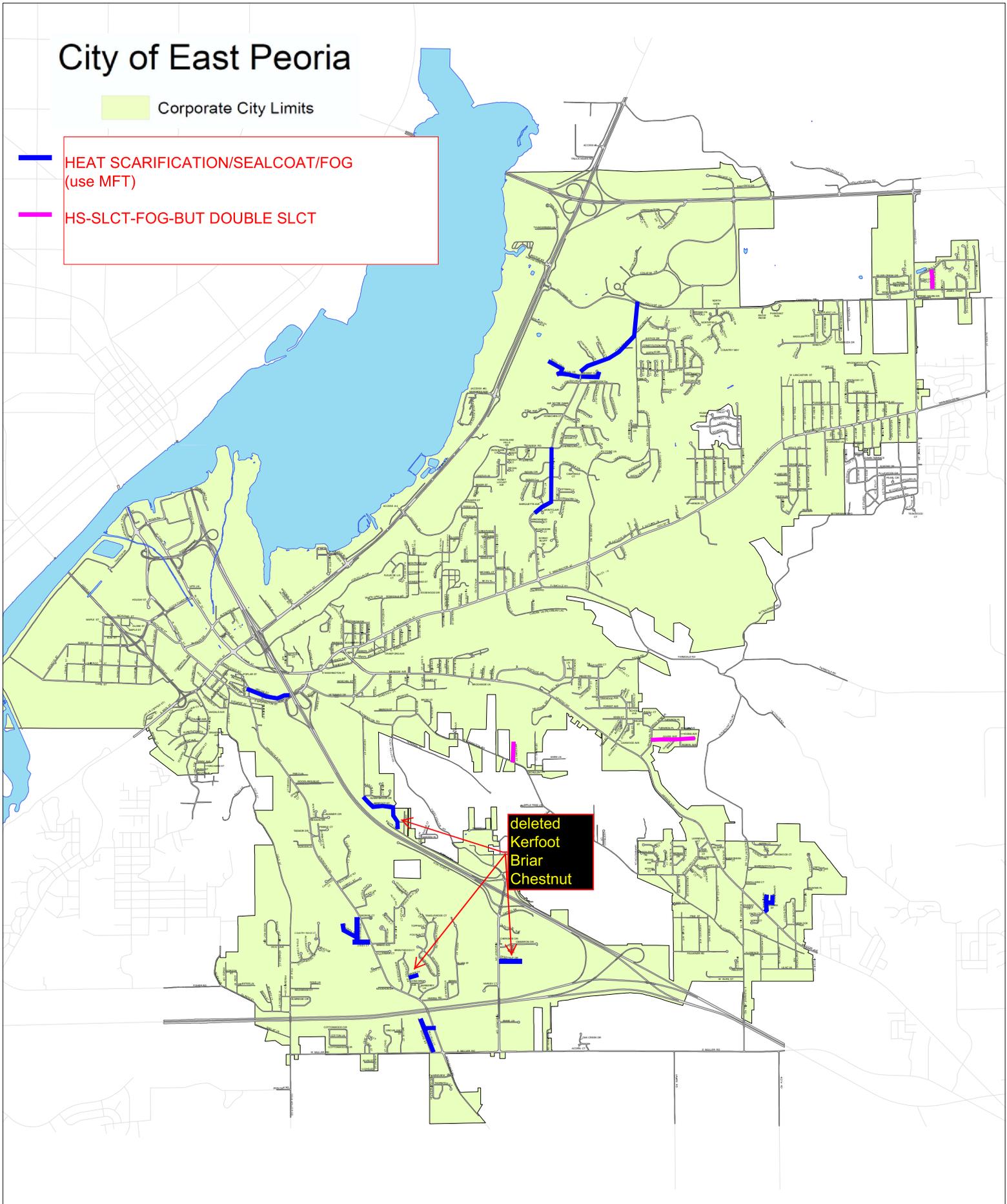
VENDOR	TASK	BIDS	AWARD AMOUNT B/C OF DEDUCTION	RECOMMENDATION
MFT FUNDS				
R.A. CULLINAN & SON, 1. INC.	SEALCOATING	\$ 282,500.60	\$ 250,213.64	WE RECOMMEND THAT THE CITY ACCEPT ALL OF THE PROPOSALS AND AWARD THE PROJECT TO R.A. CULLINAN & SON, INC.
AMERICAN ASPHALT 2. RECYC	HEAT SCARIFICATION	\$ 343,212.75	\$ 297,270.77	WE RECOMMEND THAT THE CITY ACCEPT ALL OF THE PROPOSALS AND AWARD THE PROJECT TO AMERICAN ASPHALT RECYC
MIDSTATE ASPHALT 3. REPAIR, INC.	SPRAY PATCHING	\$ 98,325.00	\$ 80,000.00	WE RECOMMEND THAT THE CITY ACCEPT ALL OF THE PROPOSALS AND AWARD THE PROJECT TO MIDSTATE ASPHALT REPAIR, INC.
R.A. CULLINAN & SON, 4. INC.	FOG COAT	\$ 83,280.31	\$ 72,467.17	WE RECOMMEND THAT THE CITY ACCEPT ALL OF THE PROPOSALS AND AWARD THE PROJECT TO R.A. CULLINAN & SON, INC.
	TOTAL FOR ALL COMPONENTS=	\$ 807,318.66	\$ 699,951.58	

City of East Peoria

Corporate City Limits

HEAT SCARIFICATION/SEALCOAT/FOG
(use MFT)

HS-SLCT-FOG-BUT DOUBLE SLCT





2232 E. WASHINGTON ST. East Peoria, Illinois 61611 . Phone (309) 698-4716 FAX (309) 698-4730

**Commissioners
Dan Decker Michael Sutherland**

TO: The Honorable Mayor and the City Council

THRU: Michael Sutherland, Commissioner of Public Property

FROM: Cord Crisler, Water and Wastewater Superintendent

DATE: April 29, 2020

SUBJECT: Wachs Valve Turner Maintenance Trailer / Lease-Purchase Agreement

DISCUSSION:

Proposed 5-month rental at \$6095.83 per month and payment in full for a grant total of \$67,160.00. The IEPA requires the city to inspect their distribution system valves on a regular basis. This valve turner will enable our employees to safely and cost effectively perform this function while maintaining regulatory compliance. This tool will also enable our employees to perform smaller soft excavations without the need to call out the larger vector truck.

RECOMMENDATION:

Approve the rental/purchase of quote (JS136394) for a total of \$67,160.00

ORDINANCE NO. 4498

**AN ORDINANCE APPROVING AN AGREEMENT TO FINANCE THE
PURCHASE OF A SINGLE TURNER VALVE MAINTENANCE TRAILER
FOR THE CITY'S WATER DEPARTMENT**

WHEREAS, the City's Water Department is in need of a single turner valve maintenance trailer as a means to have the necessary equipment to ensure City compliance with IEPA requirements to inspect the distribution system valves for the City's water system on a regular basis (the "Valve Maintenance Trailer"); and

WHEREAS, a Valve Maintenance Trailer will enable City employees to safely and cost effectively perform this inspection function while maintaining regulatory compliance; and

WHEREAS, a Valve Maintenance Trailer will also enable City employees to perform smaller soft excavations without the need to use the larger Vactor truck; and

WHEREAS, the City's Water Department has received a quote on a Valve Maintenance Trailer from E.H. Wachs (a division of ITW) to obtain the Valve Maintenance Trailer under a lease-purchase arrangement, attached hereto as Exhibit A and incorporated by reference (the "Quote"); and

WHEREAS, under the terms of the lease-purchase arrangement set forth in the Quote, E.H. Wachs has offered to provide the Valve Maintenance Trailer to the City at a total cost of \$66,500.00 under a financing arrangement whereby the City will make five (5) monthly lease payments of \$6,095.83 and the one-time payment of \$36,020.85 to E.H. Watts while paying no interest; and

WHEREAS, the proposed financing arrangement will allow the Water Department to fund the purchase of the Valve Maintenance Trailer from the Public Works Department budget for the Water Department for the upcoming 2020-2021 fiscal year, while allowing payments to be spread out across a six-month period; and

WHEREAS, the City has the authority to enter into the proposed financing arrangement as provided under the Local Government Debt Reform Act (30 ILCS 350/1, *et seq.*), and the financing terms of the proposed financing comply with the Illinois Bond Authorization Act (30 ILCS 305/0.01, *et seq.*); and

WHEREAS, the City Council hereby finds that it is in the best interests of the City to acquire the Valve Maintenance Trailer from E.H. Wachs under the financing arrangement as provided herein;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT:

Section 1. The above recitations are found to be true and correct.

Section 2. The purchase of the Valve Maintenance Trailer as provided in Exhibit A from E.H. Wachs under the proposed financing arrangement is hereby approved.

Section 3. The Mayor, or his designee, is hereby authorized and directed to enter into a contract with E.H. Watts for acquisition of the Valve Maintenance Trailer at a total cost not to exceed \$66,500.00 pursuant to the financing terms provided in Exhibit A, together with such modifications therein as the Mayor in his discretion deems appropriate; provided, however, that the City shall have no obligation under the terms of this Ordinance until an executed original of such agreement has been delivered to E.H. Wachs.

Section 4. The Mayor, or his designee, is hereby further authorized to execute any additional required supporting documentation in relation to the financing arrangement for the purchase of the Valve Maintenance Trailer as set forth in Exhibit A.

Section 5. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS IN REGULAR AND PUBLIC SESSION, THIS _____ DAY OF _____, 2020.

APPROVED:

Mayor

ATTEST:

City Clerk

EXAMINED AND APPROVED:

Corporation Counsel

EXHIBIT A

Quote and Contract Documents for Valve Maintenance Trailer

Quotation

TO: **Cord Crisler**
 Superintendant of Water and Wastewater
 City of East Peoria Public Works
 2232 E. Washington St.
 East Peoria, IL 61611

Date: 4/21/2020
 Quotation Number: JS136394
 Payment Terms: See Below
 Shipping Terms: FOB Origin
 Valid Through: 6/20/2020
 Estimated Delivery: 8 Weeks ARO

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Line Total (USD)
1	<p>77-000-36 Standard LX (Gas) – VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator, telescoping valve key and Wachs ruggedized HC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools, Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box. Already GPS enabled, however adding option 79-412-02 (Trimble R2 GNSS receiver) provides survey grade centimeter accuracy.</p> <p>Other options available include: Under deck mounted Spare Tire Kit (77-411-00), 2-5/16" Ball Tongue (77-215-01), 45lb Breaker, Mount and 14" Moil Point (08-000-10, 08-405-00 & 08-410-02) or already GPS enabled controller/datalogger, however adding Trimble R2 GNSS receiver (79-412-02) provides survey grade centimeter accuracy.</p>	1	EA	66,500.00	66,500.00
2	<p>RENTAL (12) month Rent to Own option: - Monthly payment \$6,095.83 - Total paid if carried to term: \$73,150.00</p> <p>If paid in full within (6) months, 100% of monthly payments will be credited toward original purchase price of \$66,500 with no additional owed.</p>	1.00	MO	0.00	0.00
				Subtotal	66,500.00
				Motor Freight	660.00
				Total (USD)	\$67,160.00

Thank you for the opportunity to quote your application needs. If you have any questions or if I may be of any further assistance to you please do not hesitate to notify me.

(SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order.

Jeff Swiatowy
 Utility Products General Manager
 815-943-4785
 jswiatowy@ehwachs.com



Water Utility Products
600 Knightsbridge Pkwy | Lincolnshire IL 60069
T +1 847 537 8800 | F +1 847 520 1147
ehwachs.com

Quotation

Page 2 of 2

TO: **Cord Crisler**

Date: 4/21/2020
Quotation Number: JS136394

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at www.ehwachs.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.



2232 E. WASHINGTON ST. East Peoria, Illinois 61611 . Phone (309) 698-4716 FAX (309) 698-4730

**Commissioners
Dan Decker Michael Sutherland**

TO: The Honorable Mayor and the City Council

THRU: Michael Sutherland, Commissioner of Public Property

FROM: Cord Crisler, Water and Wastewater Superintendent

DATE: April 29, 2020

SUBJECT: Pipe Lining Revision for Route 8 / WWT Project Change Order #4 (Phases A – C)

DISCUSSION:

This resolution is regarding a revision to the required pipe lining at the IL Route 8 lift station. The additional charges are due to the pipe being a 21” line and not the 18” as specified on the plans. The length of pipe was longer than on the plans and has been confirmed by video during the cleaning.

RECOMMENDATION:

Approve invoice for Williams Brothers project 518 in the amount of \$14,679.

RESOLUTION NO. 2021-005

East Peoria, Illinois

_____ , 2020

RESOLUTION BY COMMISSIONER _____

**RESOLUTION ACCEPTING FOURTH CHANGE ORDER
FOR CITY'S SANITARY SEWER SYSTEM UPGRADE PROJECT
(PHASES A – C CONSTRUCTION PROJECT**

WHEREAS, the City of East Peoria currently operates a combined waterworks and sewerage system, which includes a sanitary sewer system, in accordance with the provisions of Division 139 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-139-1 *et seq.*); and

WHEREAS, the City has previously awarded a contract to Williams Brothers Construction Inc. (the "Contractor") for the construction of Phases A – C of the Sanitary Sewer System Upgrade Project; and

WHEREAS, a fourth change order has been requested for the Project for the additional pipe lining required for the Route 8 lift station due to the extra length of piping for this portion of the Project (the "Change Order") in the amount of \$14,679.00, as described in "Exhibit A", attached hereto and incorporated herein by reference; and

WHEREAS, the Change Order has been reviewed and approved by the City's Project Engineer (Farnsworth) and City Officials as being necessary improvements for the Project; and

WHEREAS, it is in the City's best interests to approve the Change Order for the betterment of the Sanitary Sewer System Upgrade Project;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT:

Section 1. The above recitations are found to be true and correct and are incorporated herein.

Section 2. The Change Order for the Sanitary Sewer System Upgrade Project as set forth in Exhibit A in the amount of \$14,679.00 is hereby approved.

Section 3. The Mayor, or his designee, is hereby authorized to submit the proposed Change Order to the IEPA for approval and to execute any documentation necessary for the IEPA submission and review process.

Section 4. After receiving IEPA approval for the Change Order, the Mayor or his designee is authorized to execute any additional documentation required for effectuating the Change Order; provided, however, that the City shall have no obligation to the Contractor under this Resolution until such time as an executed Change Order has been delivered to the Contractor and IEPA approval has been obtained.

APPROVED:

Mayor

ATTEST:

City Clerk



**WILLIAMS
BROTHERS**
CONSTRUCTION, INC

April 2, 2020

Pat Sheridan
Farnsworth Group
2709 McGraw Drive
Bloomington, IL 61704

RE: RFP – Lining Costs
East Peoria – Phase B
WBCI Job No. 518

Via email: psheridan@F-W.com

Dear Mr. Sheridan,

Attached is one copy of the Proposal Breakdown Summary dated April 2, 2020 for an add in the amount of \$14,67900. The attached costs are associated with the pipe lining revisions. Also attached are the quotations and breakdowns associated with this work.

Contact us with any questions or comments.

Sincerely,
WILLIAMS BROTHERS CONSTRUCTION INC.

By _____
Nick Verardo

Attachments

cc: File
Job



**WILLIAMS
BROTHERS**
CONSTRUCTION, INC

Engineer's
Format

Contractor's / Subcontractor's Proposal Breakdown Summary

Date: 04/02/20

RFP No. 000

GENERAL CONTRACTOR P.O. Box 1366 / Peoria, IL 61654 / Phone (309) 688-0416 / Fax (309) 688-0891

Engineer

Farnsworth Group
2709 McGraw Drive
Bloomington, IL 61704

OWNER: City of East Peoria

PROJECT: Phase A, B, C
East Peoria, IL

WBCI Project # 518

I DESCRIPTION OF CHANGE:

Extra Costs in Lining a 21" Line in Lieu of an 18" Line

II SUMMARY OF DETAILED BREAKDOWN

	Additions	Deletions	Net Total
A. Material/Equipment	\$0.00	\$0.00	\$0.00
B. LABOR	\$0.00	\$0.00	\$0.00
C.	\$0.00	\$0.00	\$0.00
D. NET TOTAL		(A+B+C)	\$0.00
E. OVERHEAD AND PROFIT		(Line D x 15%)	\$0.00
F. TOTAL WORK PERFORMED BY CONTRACTOR		(Lines D + E)	\$0.00

III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS

Detailed Breakdowns and summaries from each contractor must be attached.

SUBCONTRACTOR: Firm Name	CONTRACT WORK: Description	PROPOSAL
1. JC Dillon	Pipe Lining Extra	\$13,876.00
2.		\$0.00
3.		\$0.00
4.		\$0.00
5.		\$0.00
6.		\$0.00
G. SUBTOTAL of all work performed by contractor's subcontractors		\$13,876.00
H. CONTRACTOR'S MARK-UP on work of subcontractors	(Line G x 5%)	\$693.80
I. TOTAL WORK PERFORMED BY SUBCONTRACTOR	(Lines G + H)	\$14,569.80

J. PROPOSAL	(Lines F+I)	\$14,569.80
K. SUPPLEMENTAL COSTS		
1. SAFETY	(1% of LABOR)	\$0.00
2. EXPENDABLE TOOLS	(2.5% of LABOR)	\$0.00
L. BONDS	(0.5% of PROPOSAL)	\$72.85
M. OTHER REQUIRED INSURANCE	(0.25% of PROPOSAL)	\$36.42

IV TOTAL PROPOSAL

N. TOTAL PROPOSAL for subject RFP increase (decrease) in contract amount	\$14,679
O. The work for this RFP will require an extension of time of <u>0</u> Calendar Days.	
P. All costs are valid for 30 days.	

CONTRACTOR

(SIGNATURE).....

Nick Verardo

Title: Project Manager

Date: 04/02/20



Plumbing . Heating . Utilities . Trenchless Technologies . Hydro-excavation

PO Box 3590
Peoria, IL 61612
309.689.1596

Estimate. No. 03146-20

04/01/2020

Williams Brothers Construction Inc.
PO Box 1366
Peoria, IL. 61654

Attention: Nick Varardo
E-mail: nick@wbci.us

**RE: WWTP Imp, Phase B, Rte. 8 Pump Station & Force Main
Change Order 01 Request**

We are pleased to submit our estimate for the following items listed below,

Client #	Description	Quan	Unit	Unit Price	Ext Price
1	UV GRP, 18"	- 218.000	LF	\$ 313.00	(\$68,234.00)
05	UV GRP, 21"	238.000	LF	\$ 345.00	\$82,110.00
Grand Total:					\$13,876.00

J.C. Dillon, Inc. will include the following:

- Labor, Equipment, and Materials
- Per Pre-Rehab Cleaning and CCTV Inspection dated 3/17/20

We exclude the following:

- Permits or Permit Fees
- Sales Tax
- By-Pass Pumping
- Permits or Permit Fees
- Inspection, and Engineering
- Materials Testing

Notes:

Peoria | Chicago | Davenport

www.jcdilloninc.com

EAST PEORIA FIRE DEPARTMENT

201 W. Washington Street
East Peoria, IL 61611
Phone: (309) 427-7671



John Knapp
Fire Chief

TO: The Honorable Mayor and the City Council
THRU: Commissioner Mingus
FROM: Fire Chief John Knapp
DATE: April 28, 2020
SUBJECT: ImageTrend Software Annual Contract

DISCUSSION: The East Peoria Fire Department switched from Firehouse Software to Imagetrend per resolution 1617-073 on October 18, 2016 for running and administration of our Fire and EMS reports. The ongoing fee schedule was set at \$ 12,148.85 annually to increase by up to 3% every year. This is a budgeted item and was included in our current year; Line Item 04000049 Information Technology.

Attached for review is the invoice from ImageTrend.

RECOMMENDATION: Approval the payment of \$12,888.72 to ImageTrend, Inc.

cc: Director of Finance Jeff Becker
City Clerk Morgan Cadwalader

RESOLUTION NO. 2021-004

East Peoria, Illinois
_____, **2020**

RESOLUTION BY COMMISSIONER _____

WHEREAS, the Fire Department transitioned from use of the Firehouse Software program for running and administering many of the operational aspects of the Fire Department to the ImageTrend software program (Elite EMS) in the Fall of 2016; and

WHEREAS, the Fire Department negotiated a software licensing agreement with ImageTrend Inc., including related exhibits, for the implementation of the ImageTrend software program for the Fire Department's operations, as provided in Exhibit B attached hereto, approved by Resolution No. 1617-073 on October 18, 2016; and

WHEREAS, the quote for the licensing renewal for the City's current fiscal year (2020-2021) to use the ImageTrend software program for the Fire Department is \$12,888.72, as provided in Exhibit A (Invoice) attached hereto; and

WHEREAS, the City's Budget for Fiscal Year 2020-21 provides sufficient funds for the licensing renewal of the ImageTrend software program; and

WHEREAS, it is in the best interests of the City and the Fire Department's operations to renew the user license for the ImageTrend software program as provided in Exhibit A attached hereto;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT the licensing renewal of the ImageTrend software program is hereby approved, and the City Treasurer is authorized and directed to pay the sum of \$12,888.72 to ImageTrend, Inc. for the software licensing services.

APPROVED:

Mayor

ATTEST:

City Clerk



Invoice

Remit To:

ImageTrend, Inc.
 20855 Kensington Blvd.
 Lakeville, MN 55044

Phone: 952-469-1589

Email: invoices@imagetrend.com

Bill To:

East Peoria Fire Department
 Ryan Beck
 201 West Washington Street
 East Peoria IL 61611

Invoice Number 121826
Invoice Date 4/10/2020
Terms Net 30
PO Number
Order Number 15309
Customer Number 1907

Ship To:

East Peoria Fire Department
 Ryan Beck
 201 West Washington Street
 East Peoria IL 61611

Item Name	Description	Qty	Unit Price	Total
Elite Rescue Support	Annual Fee	1	\$1,748.36	\$1,748.36
Elite Rescue Hosting	Annual Fee	1	\$5,245.09	\$5,245.09
Elite EMS Field Site License Support	Annual Fee	1	\$874.18	\$874.18
Elite EMS Inspections Support	Annual Fee	1	\$786.77	\$786.77
Elite Rescue CAD Integration Support	Annual Fee	1	\$1,912.28	\$1,912.28
Elite Rescue Visual Informatics Support	Annual Fee	1	\$437.09	\$437.09
Elite Rescue MARS (Mapping) Transactional	Annual Fee	1	\$764.91	\$764.91
Elite Rescue Scheduler Support	Annual Fee	1	\$437.09	\$437.09
Elite EMS Health Information Hub (HIH) Su	Annual Fee	1	\$682.95	\$682.95

Invoice Sub-Total \$12,888.72
Taxes \$0.00
Invoice Total \$12,888.72

Thank you for your business!

Please include customer number and invoice number on your payment.

**EAST PEORIA FIRE DEPARTMENT**

201 W. Washington Street

East Peoria, IL 61611

Phone: (309) 427-7671

alanservis@cityofeastpeoria.com

**ALAN D. SERVIS
FIRE CHIEF**

TO: The Honorable Mayor and the City Council

THRU: Jeff Eder City Administrator

FROM: Chief Al Servis & Assistant Chief Ryan Beck

DATE: 9/27/2016

SUBJECT: ImageTrend Software

Discussion:

After much deliberation, we have determined that it is in the best interest of the Fire Department to discontinue our use of FireHouse Software and migrate to ImageTrend Software. We are unable to adequately administer the software and the ongoing training costs for our personnel are extravagant. ImageTrend has agreed to accept approximately half of the set-up costs along with prorated licensing fees this year. We would then pay the remainder of the set-up costs and licensing fees next budget year. So our immediate costs to ImageTrend would be \$30,000. Next year our total costs would be approximately \$26,400. The ongoing fees for year three and thereafter would be \$12,148.85 annually. While we recognize that this is a significant investment, it is important to understand that we spent an average of \$16,500 annually for FireHouse from 2012-2015. We are prepared to sacrifice our proposed purchase of a Lifepak 15 Cardiac Monitor this year and utilize the \$31,000 that had been budgeted out of Gaming Funds to pay for this year's \$30,000 expense.

The attached contract has been examined by staff at Miller, Hall, and Triggs as well as Kuhl and Co. Insurance and all questions or concerns that were raised have been answered or removed from the contract.

In addition, Matt Berger and Rich Mendenhall (Tazewell County 911) have both been party to the process and agree that this is the right move for our department.

Recommendation:

It is our recommendation that we proceed with the purchase of ImageTrend Software Licensing and discontinue our use of FireHouse Software.

RESOLUTION NO. 1617-073

**East Peoria, Illinois
October 18, 2016**

RESOLUTION BY COMMISSIONER Densberger

WHEREAS, the Fire Department currently uses the Firehouse Software program for running and administering many of the operational aspects of the Fire Department; and

WHEREAS, the Fire Department has decided to transition from the use of the Firehouse Software program to the ImageTrend software program (Elite EMS) for the Fire Department's operational needs and requirements; and

WHEREAS, the Fire Department has negotiated a software licensing agreement with ImageTrend Inc., including related exhibits, for the implementation of the ImageTrend software program for the Fire Department's operations, as provided in Exhibit B attached hereto; and

WHEREAS, the quote to obtain the licensing agreement for the remainder of the City's current fiscal year to implement ImageTrend software program for the Fire Department is \$30,000.00, as provided in Exhibit A (Invoice) attached hereto; and

WHEREAS, the City seeks to enter into the software licensing agreement with ImageTrend Inc. as provided in Exhibit B attached hereto;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT the Mayor or his designee is hereby authorized and directed to enter into the Software Licensing Agreement with ImageTrend Inc. (Exhibit B) containing such terms and conditions as the Mayor in his discretion may approve at a total cost of \$30,000.00; provided, however, that the City shall have no obligation under the terms of this Resolution until an executed original of the Software Licensing Agreement has been delivered to ImageTrend Inc.

APPROVED:

/s/ David W. Mingus
Mayor

ATTEST:

/s/ Morgan R. Cadwalader
City Clerk

Remit To:

ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044

Phone: 952-469-1589

Email: invoices@imagetrend.com

Bill To:

East Peoria Fire Department
Ryan Beck
201 West Washington Street
East Peoria IL 61611

Invoice Number 102511
Invoice Date 7/21/2016
Terms
PO Number
Order Number 15309
Customer Number 1907

Ship To:

East Peoria Fire Department
Ryan Beck
201 West Washington Street
East Peoria IL 61611

Item Name	Description	Qty	Unit Price	Total
Elite Rescue License Fee	One Time Fee Part of First Year 30,000	1	\$10,000.00	\$10,000.00
Elite Rescue Setup Fee	Included with Elite Rescue License	1	\$0.00	\$0.00
Elite Rescue Field Site License Fee	One Time Fee Part of First Year 30,000	1	\$5,000.00	\$5,000.00
Mobile Inspections License Fee	One Time Fee Part of First Year 30,000	1	\$4,500.00	\$4,500.00
Elite Rescue CAD Integration	One Time Fee Part of First Year 30,000	1	\$5,000.00	\$5,000.00
Elite Rescue Visual Informatics Setup Fee	One Time Fee Part of First Year 30,000	1	\$2,000.00	\$2,000.00
Elite Rescue MARS (Mapping) Setup Fee	One Time Fee Part of First Year 30,000	1	\$1,000.00	\$1,000.00
Resource Bridge Hospital Hub Setup and Ac	One Time Fee Part of First Year 30,000	1	\$2,500.00	\$2,500.00

Invoice Sub-Total \$30,000.00
Taxes \$0.00
Invoice Total \$30,000.00

Thank you for your business!

Please include customer number and invoice number on your payment.

SOFTWARE LICENSING AGREEMENT

CONTRACT No.: 213929

BETWEEN

**EAST PEORIA FIRE DEPARTMENT
201 WEST WASHINGTON ST
EAST PEORIA, IL 61611**

AND

**IMAGETREND, INC.
20855 KENSINGTON BLVD.
LAKEVILLE, MN 55044**

IMAGETREND®

THIS AGREEMENT is made and entered into on the date last written below, by and between the ImageTrend, Inc., a Minnesota corporation (hereinafter "IMAGETREND"), and East Peoria Fire Department (hereinafter "CLIENT").

R E C I T A L S

WHEREAS, IMAGETREND owns the software system known SOFTWARE; and

WHEREAS, CLIENT desires to obtain the license of the Software mentioned above; and

WHEREAS, IMAGETREND is willing to provide CLIENT with a non-exclusive license of the Software on the terms and conditions contained herein;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS.

"Authorized personnel" means employees of CLIENT that use the Software in the scope of their employment, or CLIENT's contractors where the contractor's services must necessarily require access to the Software. Personnel who intend to: reverse engineer, disclose, or use or acquire for any purpose not in the scope of the personnel's employment or necessary for contractor services, any Confidential Information are not Authorized Personnel.

"Confidential information" means the proprietary products and trade secrets of IMAGETREND and/or its suppliers, including, but not limited to, computer software, code, technical parameters, price lists, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed by CLIENT pursuant to this AGREEMENT which is deemed confidential under existing state and/or federal law.

"Custom Development" means that CLIENT contracts IMAGETREND through a signed and accepted Statement of Work to customize the software. Each CLIENT shall have the non-exclusive license to utilize such software. Such software may then become a part of the core product and be distributed. Custom Development may require ongoing support and/or hosting and shall be subject to support and/or hosting fee increases. IMAGETREND maintains ownership of all Custom Development.

"ePCR" means an Electronic Patient Care Report

"ImageTrend Elite Data Marts" means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

"ImageTrend Elite Reporting Tools" means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

"Incident(s)" means an instance where the CLIENT sends a vehicle to a potential or actual patient.

"Licensed Information" means any information pertaining to the Software which is owned by IMAGETREND and is licensed to CLIENT. Licensed Information includes such information as input form,

user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

“Perpetual License” means an unlimited use of software without rights for resale.

“Reference” means referral in the promotion of IMAGETREND’S software to other potential CLIENTS.

“Run(s)” means an incident where the CLIENT sends a vehicle to a potential or actual patient.

“Software” means the computer program(s) in machine readable object code form listed in Exhibit “A”, including the executable processing programs comprising the various modules from the Software and the Licensed Information.

“Statement of Work” means the technical document which outlines mutually agreed upon system specification for Custom Development and associated costs, payment terms and acceptance procedures. This document requires CLIENT acceptance and signature prior to beginning work.

“Support” means interactive telephone and e-mail support, computer based online training, product upgrades and enhancements, along with defect corrections, delivered from IMAGETREND’s offices.

“Upgraded Version” means the Licensed Software and/or Licensed Information to which updates, enhancements, corrections, installations of patches or other changes have been made. The exterior form of the Updated Version is reflected by changes to the version numbers.

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be one year(s) from signature date, subject to Section 13 of this AGREEMENT. This AGREEMENT shall be subject to automatic annual renewal unless terminated by either party as provided in Section 13, below.

SECTION 3. GRANT OF LICENSE.

A. NON-EXCLUSIVE PERPETUAL USE LICENSE.

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant to CLIENT and CLIENT agrees to accept a non-transferable and non-exclusive perpetual use license of the Software. During the term of the AGREEMENT, the CLIENT shall have access to the Software, which will be installed on servers at the IMAGETREND hosting facility and subject to the Service Level Agreement attached as Exhibit B. CLIENT expressly acknowledges that all copies of the Software and/or Licensed Information in any form provided by IMAGETREND to CLIENT hereunder are the sole property of IMAGETREND and/or its suppliers, and that CLIENT shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this AGREEMENT.

B. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools as included and detailed in Exhibit A. This AGREEMENT does not give the CLIENT the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is available via separately-priced product and service offerings from IMAGETREND. This Section 3.B, is subject to the Non-Exclusive Use License as covered in Section 3.A and terms of this AGREEMENT.

C. PROTECTION OF SOFTWARE AND LICENSED INFORMATION.

CLIENT agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

CLIENT shall not nor shall CLIENT permit any third-party to, copy or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. CLIENT may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of IMAGETREND are reserved. IMAGETREND reserves all rights which are not expressly granted to CLIENT in this AGREEMENT.

CLIENT shall not, nor shall CLIENT permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this AGREEMENT.

D. DATA OWNERSHIP AND DATA PROTECTION.

All CLIENT data collected with IMAGETREND Software remains at all times the property of the CLIENT. IMAGETREND will not to use or make available any personally identifiable information other than for administering the CLIENT's account and collecting usage statistics in order to improve our products and services specifications. During the term of this AGREEMENT and after termination or expiration of this AGREEMENT, IMAGETREND will not in any way transfer to any third party or use in direct or indirect competition with the other party any information or data posted by CLIENT's and others on IMAGETREND's website and acknowledges that all such information is confidential. CLIENT shall have access to creative tools within the Elite Software platform. Use of these features is conditioned upon assignment to IMAGETREND of all copyrights in any work created within and using the Elite software platform, the terms of use for such creative tool features will prompt all users upon first use to agree to terms of use; those terms are hereby incorporated as part of this AGREEMENT and valid whether accepted before or after execution of this AGREEMENT. Please contact IMAGETREND for a copy of these terms prior to final acceptance of this AGREEMENT, if necessary.

E. CLIENT DATA.

Within thirty (30) days after the expiration of this AGREEMENT, the termination of this AGREEMENT, or IMAGETREND is no longer in business, IMAGETREND will deliver to the CLIENT its data, in machine readable format, on appropriate media, at the CLIENT's option. If the CLIENT wants the data to be delivered in a medium other than tape or CD, IMAGETREND shall do its best to accommodate the CLIENT, provided the CLIENT shall provide the medium on which the data is to be provided and shall pay for any additional cost incurred by IMAGETREND in accommodating this request.

SECTION 4. SOFTWARE ABSTRACT.

A. The IMAGETREND Elite contains and stores the data elements of an emergency medical database, including data schema and values that may originate from traditional computer aided dispatch (CAD) sources and data values that may be used in billing from pre-hospital patient care. The emergency medical database may contain certain vehicle transport information but does not contain data elements and/or values specific to the vehicle path tracking such as automatic vehicle location (AVL) or third party AVL integrations. The emergency medical

database does support integrations to third party CAD and billing solutions. The emergency medical database does not support any AVL, CAD or billing functions executed directly from the database. CLIENT shall not use IMAGETREND Software to integrate patient information from a clinical encounter associated with a patient incident requiring emergency medical care by the emergency transport crew with flight information relating to an emergency transport crew dispatch to produce an encounter record indicative of the patient's clinical encounter.

- B. The IMAGETREND Elite contains and stores the data elements of an emergency medical database as defined, described and mandated by the National EMS Information System (NEMSIS). The dataset was adopted by IMAGETREND for State and local regulatory authorities as required by NEMSIS. The NEMSIS data schema and elements are the sole work of the NEMSIS organization in conjunction with the National Highway Traffic Safety Administration (NHTSA). The NEMSIS dataset contains data elements and data structures originating and potentially owned by a number of nonprofit third party organizations and government agencies such as the World Health Organization (ICD 9 and ICD 10), International Health Terminology Standards Development Organization (SNOMED), U.S. Department of the Interior and U.S. Geological Survey (GNIS), National Institute of Standards and Technology (FIPS), Health Level Seven International (HL7), Joint APCO/NENA Data Standardization Working Group (AACN). The NEMSIS dataset offers customer driven extensibility that allows the end user to extend and define the dataset at their own discretion.

SECTION 5. SERVICES PROVIDED BY IMAGETREND.

A. SUPPLY OF SOFTWARE AND LICENSED INFORMATION.

IMAGETREND shall provide CLIENT software and services as detailed in Exhibit A.

B. MODIFICATIONS, IMPROVEMENTS AND ENHANCEMENTS.

During the terms of this AGREEMENT and any extensions under Section 2, IMAGETREND will provide CLIENT with error corrections, bug fixes, patches or other updates to the Software in object code form, to the extent available in accordance with IMAGETREND's release schedule. If CLIENT desires to add new functions or make enhancements to the Software, CLIENT must, for additional consideration, negotiate with IMAGETREND to develop new functions or improvements to the existing Software. All such error corrections, bug fixes, patches, updates, or other improvements or modifications shall be the sole property of IMAGETREND.

C. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.

1. IMAGETREND shall provide CLIENT with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services.
2. "Train-the-trainer" training for administrators as detailed in Exhibit A. Additionally, online training videos and user guides in electronic format will be made available.
3. Introductory training relating to the Software as detailed in Exhibit A. The parties may enter into a supplemental written AGREEMENT in the event CLIENT desires that IMAGETREND provide additional training.

SECTION 6. MAINTENANCE AND SUPPORT.

A. Application use support as detailed in Service Level Agreement Exhibit B.

- B. Server hosting environment is monitored and supported 24/7. Emergency support information is available on the IMAGETREND Support site for emergency purposes. Non-emergency related contact may be charged to the CLIENT.

- C. Maintenance of IMAGETREND software, which includes scheduled updates and new releases, as well as defect correction as needed, is included. Specific out-of-scope system enhancement requests will be reviewed with the CLIENT and subject to approval if additional charges are necessary.

SECTION 7. FEES.

- A. Except as otherwise provided in this AGREEMENT, IMAGETREND shall offer the Products and the Services at the prices set forth on Exhibit A.
 - (i) IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 3. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.
- B. The fees for this contract are as detailed in the attached Exhibit A.
- C. At any time during this AGREEMENT, the CLIENT may contract with IMAGETREND for additional software and services not covered in this AGREEMENT with fees to be negotiated on an item-by-item basis. The CLIENT may contract Custom Development by IMAGETREND for additional fees as outlined and agreed to in a signed and accepted Statement of Work.
- D. If there is a delay in acceptance on the remaining items for longer than 60 days, IMAGETREND has the option to invoice the remaining balance on any or all of the open items for Year 1 and begin the Recurring Fees schedule.

SECTION 8. PROTECTION AND CONFIDENTIALITY.

- A. **ACKNOWLEDGEMENT.**

CLIENT hereby acknowledges and agrees that the Software and Licensed Information provided hereunder constitute and contain valuable proprietary products and trade secrets of IMAGETREND and/or its suppliers, embodying substantial creative efforts and confidential information, ideas and expressions. Accordingly, CLIENT agrees to treat (and take precautions to ensure that its authorized personnel treat) the Software and Licensed Information as confidential in accordance with the confidentiality requirements and conditions set forth below. CLIENT acknowledges and agrees that CLIENT shall not permit any non-Authorized User from accessing the Software made available to the CLIENT.
- B. **MAINTENANCE OF CONFIDENTIAL INFORMATION.**

Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this Section 8 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by CLIENT by normal means upon the disclosure of the information by IMAGETREND; (iii) is duly obtained by CLIENT directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to CLIENT, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; or (iv) becomes known publicly, without fault on the part of CLIENT, subsequent to the receipt of the information by CLIENT.

C. SURVIVAL.

This Section 8 shall survive the termination of this AGREEMENT or of any license granted under this AGREEMENT.

SECTION 9. WARRANTIES.

A. PERFORMANCE.

IMAGETREND warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than IMAGETREND and its agents make any unauthorized amendment or change to the Software in any manner.

B. OWNERSHIP.

IMAGETREND represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to CLIENT.

C. LIMITATIONS ON WARRANTY.

All of IMAGETREND's obligations under this Section 9 shall be contingent on CLIENT's use of the Software in accordance with this AGREEMENT and in accordance with IMAGETREND's instructions as provided by IMAGETREND in the Licensed Information, and as such instructions may be amended, supplemented, or modified by IMAGETREND from time to time.

IMAGETREND shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.

The express warranties provided herein are the only warranties made by IMAGETREND with respect to the Software and supersede all other express or implied warranties, including, but not limited to, any warranties of merchantability and warranties for any special purpose.

SECTION 10. LIMITATION OF LIABILITY.

Unless otherwise provided in this Section 10, CLIENT's exclusive remedy for any damages or losses arising out of IMAGETREND's breach of warranties shall be, at IMAGETREND's option, either (i) immediate release from the AGREEMENT; or (ii) repair of the Software.

SECTION 11. INDEMNIFICATION.

A. INDEMNITY

IMAGETREND (which includes its agents, employees and subcontractors, if any) agrees to indemnify CLIENT, as well as any agents thereof from all damages, judgments, loss and expenses, but not including consequential or incidental damages arising out of:

- (i) any personal injuries, property damage, or death that CLIENT may sustain while using IMAGETREND's, as well as any agents thereof, controlled property or equipment in the performance of this AGREEMENT; or
- (ii) any personal injury or death which results or increases by any action taken to medically treat CLIENT agents, employees and subcontractors; or
- (iii) any personal injury, property damage or death that CLIENT may sustain from any claim or action brought against CLIENT, as well as any agents thereof arising out of the negligence or recklessness of IMAGETREND in the performance of this AGREEMENT,

Except for the foregoing claims, CLIENT, as well as any agents thereof agrees to indemnify, defend, and hold harmless IMAGETREND from all claims, lawsuits, damages, judgments, loss, liability, or expenses, arising out of any claim or action brought against IMAGETREND arising out of the negligence or recklessness of CLIENT, as well as any agents thereof in the performance of this AGREEMENT.

B. ENTIRE LIABILITY

SECTION 11 (A) ABOVE STATES THE PARTIES ENTIRE LIABILITY THE PARTIES SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INDEMNIFICATION. SECTION 9 OF THIS AGREEMENT STATES THE FULL EXTENT OF IMAGETREND'S WARRANTY AND SECTION 11(A) PROVIDES NO ADDITIONAL WARRANTY OF ANY KIND. ANY OTHER WARRANTY, EXPRESS OR IMPLIED OUTSIDE OF THIS AGREEMENT, INCLUDING THOSE ARISING OUT OF THE UNIFORM COMMERCIAL CODE, ARE WAIVED.

SECTION 12. INSURANCE REQUIREMENTS.

IMAGETREND will provide standard insurance coverage as detailed in a Certificate of Insurance, if requested.

SECTION 13. TERMINATION.

A. TERMINATION WITHOUT CAUSE.

Following the expiration of the original term of this AGREEMENT, either party shall have the right to terminate this AGREEMENT, without cause, by giving not less than sixty (60) days written notice of termination.

B. CUSTOM DEVELOPMENT TERMINATION

Either party shall have the right to terminate any Custom Development portion(s) of this AGREEMENT, without cause, by giving not less than thirty (30) days written notice of termination.

C. TERMINATION FOR CAUSE.

This AGREEMENT may be terminated by the non-defaulting party by giving not less than thirty (30) days written notice of termination if any of the following events of default occur: (i) if a party materially fails to perform or comply with this AGREEMENT or any provision hereof; (ii) if either party fails to strictly comply with the provisions of Section 8 , above, or makes an assignment in violation of Section 15, below; (iii) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended from time to time, is filed by a party; or (v) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

SECTION 14. COOPERATIVE USE

Public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the CLIENT are eligible to participate in any subsequent Agreement. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, rules and regulations of the respective political entity and with applicable State and Federal laws.

Any orders placed to, or services required from IMAGETREND will be requested by each participating agency. Payment for purchases made under this Agreement will be the sole responsibility of each participating agency. The CLIENT shall not be responsible for any disputes arising out of transactions made by others. IMAGETREND shall be responsible for correctly administering this Agreement in

accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

SECTION 15. NONASSIGNABILITY.

CLIENT shall not assign this AGREEMENT or its rights hereunder without the prior written consent of IMAGETREND.

SECTION 16. GOVERNING LAW.

The parties agree that the law governing this AGREEMENT shall be that of the State of Minnesota without regard to its conflict of laws principles.

SECTION 17. COMPLIANCE WITH LAWS.

IMAGETREND shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 18. WAIVER.

Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this AGREEMENT or of any subsequent default or breach of the same or a different kind.

SECTION 19. NOTICES.

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

TO CLIENT: East Peoria Fire Department
201 West Washington St
East Peoria, IL 61611

ATTENTION: Ryan Beck

TO IMAGETREND: ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044

ATTENTION: Mike McBrady

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 20. FORCE MAJEURE.

Neither party shall be liable in damages or have the right to terminate this AGREEMENT for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

SECTION 21. ARBITRATION.

Any dispute between IMAGETREND and CLIENT under this AGREEMENT shall be resolved by arbitration by an arbitrator selected under the rules of the American Arbitration Association (MINNESOTA) and the arbitration shall be conducted in that same location under the rules of said Association. If an arbitrator cannot be agreed upon by the parties, IMAGETREND and CLIENT shall each choose an arbitrator, and those two chosen arbitrators shall choose a third arbitrator, who shall preside over any dispute. IMAGETREND and CLIENT shall each be entitled to present evidence and argument to the arbitrator. The arbitrator shall have the right only to interpret and apply the provisions of this AGREEMENT and may not change any of its provisions. The arbitrator shall permit reasonable pre-hearing discovery of facts, to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The determination of the arbitrator shall be conclusive, final and binding upon the parties and judgment upon the same may be entered in any Minnesota court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination, and shall furnish to each party a signed copy of such determination. IMAGETREND and CLIENT shall equally share the cost of the arbitrator(s) fees. The arbitrator may award reasonable costs and expenses, including reasonable attorney fees, to the prevailing party.

SECTION 22. INTERPRETATION.

This AGREEMENT has been negotiated between persons sophisticated and knowledgeable in the matters dealt with in this AGREEMENT. Each party further acknowledges that it has not been influenced to any extent whatsoever in executing this AGREEMENT by any other party hereto or by any person representing it, or both. Accordingly, any rule or law or legal decision that would require interpretation of any ambiguities in this AGREEMENT against the party that has drafted it is not applicable and is waived. The provisions of this AGREEMENT shall be interpreted in a reasonable manner to effect the purpose of the parties and this AGREEMENT.

SECTION 23. SIGNATOR'S WARRANTY AND ACCEPTANCE BY PERFORMANCE.

Each party warrants to each other party that he or she is fully authorized and competent to enter into this AGREEMENT, in the capacity indicated by his or her signature and agrees to be bound by this AGREEMENT. CLIENT understands and agrees that if CLIENT accepts any Software, goods, or services from IMAGETREND prior to IMAGETREND receiving a final, mutually signed copy of this AGREEMENT, that CLIENT has accepted this AGREEMENT and all of its terms and conditions.

SECTION 24. PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS THE EXECUTION HEREOF on the day and year last written below.

APPROVED AS:

"EAST PEORIA FIRE DEPARTMENT"

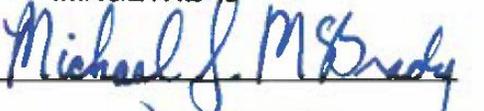
By: _____

Name: _____

Title: _____

Dated: _____

"IMAGETREND"

By:  _____

Name: Michael J. McBrady _____

Title: President _____

Dated: 7/7/2016 _____

EXHIBITS

EXHIBIT A – Pricing Agreement

EXHIBIT B – Service Level Agreement

EXHIBIT C – HIPAA Business Associate Agreement

EXHIBIT D – Insurance Certificate

EXHIBIT E – Tax Exemption Certificate

EXHIBIT A – PRICING AGREEMENT

IMAGETREND's license and annual support are based upon 3,500 annual incidents as provided by CLIENT. IMAGETREND reserves the right to audit the annual incident volume and the option to increase future support costs, with prior notification to the CLIENT, if the number of annual incidents increases substantially and has a resulting effect of increased support calls to IMAGETREND.

Pricing Agreement

Description	Units	Price	Extended
ImageTrend Elite Rescue License	1	\$10,000.00	\$10,000.00
ImageTrend Elite Rescue Setup Fee and Project Management	1	Included	Included
ImageTrend Elite Field Site License	1	\$5,000.00	\$5,000.00
ImageTrend Elite Mobile Fire Inspections Site License	1	\$4,500.00	\$4,500.00
CAD Integration: EMS & Fire (Other)	1	\$5,000.00	\$5,000.00
Visual Informatics – Analytics Setup Fee (includes 1 cube) <i>Includes: Analytics, Pie Charts, Charting, Widgets, Interactive Alerting Engine</i>	1	\$2,000.00	\$2,000.00
MARS (Mapping) Setup Fee	1	\$1,000.00	\$1,000.00
Scheduler Setup Fee	1	\$1,000.00	\$1,000.00
Hospital Hub Setup and Access Fee for Services	1	\$2,500.00	\$2,500.00
Training Sessions – Onsite (Full Day M-F)	2	\$1,000.00	\$2,000.00
Travel per Trainer for Onsite Training	1	\$1,750.00	\$1,750.00
Webinar Training Sessions (2 hour session M-F during ImageTrend's Standard Business Hours)	8	\$250.00	\$2,000.00
TOTAL One-Time Fees			<u>\$36,750.00</u>

Recurring Fees	Units	Price	Extended
ImageTrend Elite Rescue Annual Support	1	\$1,600.00	\$1,600.00
ImageTrend Elite Rescue Annual Hosting	1	\$4,800.00	\$4,800.00
ImageTrend Elite Field Site License Annual Support	1	\$800.00	\$800.00
ImageTrend Elite Mobile Fire Inspections Site License Annual Support	1	\$720.00	\$720.00
CAD Annual Support and Hosting	1	\$1,750.00	\$1,750.00
Visual Informatics Annual Support	1	\$400.00	\$400.00
MARS (Mapping) Annual Transactional Fee	1	\$700.00	\$700.00
Scheduler Annual Support	1	\$400.00	\$400.00
Hospital Hub Annual Support and Hosting Number of Hospitals Included: 5	1	\$625.00	\$625.00
Annual Recurring Fees			<u>\$11,795.00</u>

Prorated Recurring Fees (09/01/2016-04/30/2017)	8	\$982.91	\$7,863.28
TOTAL Year 1			<u>\$44,613.28</u>
Year 2 Annual Fees 05/01/2017-04/30/2018	1	\$11,795.00	\$11,795.00
Ongoing Annual Fees Year 3 and Thereafter	1	\$12,148.85	\$12,148.85

Optional*	Units	Price	Extended
Out of Scope billed at \$130/Hour		\$130.00	
Onsite Training Sessions @ \$1,000/day		\$1,000.00	

*The CLIENT may elect to purchase additional services as set forth in the options identified above at any time during the contract term. The CLIENT shall exercise said options by written notice to IMAGETREND. The prices above are valid for one year from contract signature.

Payment Terms:

- a. Initial payment of \$30,000 will be invoiced upon Contract Signature.
- b. ImageTrend will prorate Recurring Annual Fees from 09/01/2016-04/30/2017. Remaining Year 1 Total of \$14,613.28 will be invoiced on May 1, 2017.
- c. Year 2 Annual Fees from 05/01/2017-04/30/2018 for \$11,795.00 will be invoiced on May 1, 2017.
- d. Payment Terms are net 60 days.
- e. The ongoing recurring Annual Fees will be billed annually in advance.
- f. If there is a delay in acceptance on the remaining items for longer than 60 days, IMAGETREND has the option to invoice the remaining balance on any or all of the open items for Year 1 and begin the Recurring Fees schedule.
- g. CLIENT agrees IMAGETREND may, in IMAGETREND's discretion, cease to provide access, hosting, support or otherwise disable the Software listed in Exhibit A due to CLIENT's breach of contract, overdue payments, or missed payments.
- h. CLIENT agrees IMAGETREND may charge to CLIENT a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. CLIENT also agrees IMAGETREND may charge to CLIENT all reasonable costs and expenses of collection, including attorneys' fees where, in IMAGETREND's discretion, payments are consistently deficient or late.
- i. IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable
Note: If Client would like to schedule Onsite Training on the weekend, additional fees may apply.
Note: ImageTrend is not responsible for any CAD Vendor requirements and any associated fees
Note: CAD data will only be available for 60 days in the dispatch database; which may impact CAD Recon Reports

Pricing escalation factors:

- a. IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 3. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.
- b. All Annual SaaS Fees are based upon anticipated usage and are subject to an annual usage audit, which may affect future fees.
- c. All hosting fees are based upon anticipated usage and includes 30 GB of Storage total. These fees are subject to annual usage audits, which may affect future fees at an increase of \$15/10GB/month for Storage.

Statements/Invoices should be mailed to:

Ryan Beck
 East Peoria Fire Department
 201 West Washington St
 East Peoria, IL 61611
 Phone: 309-427-7672
 Email: ryanbeck@cityofeastpeoria.com

ImageTrend Salesperson Contact:

Mike Tamasi
 952-469-1589
mtamasi@imagetrend.com
contracts@imagetrend.com

EXHIBIT B – SERVICE LEVEL AGREEMENT

PERPETUAL USE LICENSE, IMAGETREND HOSTED SOLUTION VERSION 4.0

This agreement exists for the purpose of creating an understanding between IMAGETREND and CLIENT who elect to host the application on IMAGETREND's servers. It is part of our guarantee for exceptional service levels for as long as the system annual support fee is contracted. The Licensed IMAGETREND Hosted Solution Service Level Agreement guarantees your web application's availability, reliability and performance. This Service Level Agreement (SLA) applies to any site or application hosted on our network as contracted.

1. Hosting at the ImageTrend's Datacenter

IMAGETREND's hosting environment provides **99.9% availability** and is comprised of state-of-the-art Blade Servers and SAN storage that are configured with the no single point of failure through software and infrastructure virtualization, blade enclosure redundancies and backup storage policies. Our Compellent SAN has a fiber channel backend, currently hosts 8TB of storage, has dual storage controllers with redundant power supplies and redundant paths to disk, and hot swappable drives. We do offsite replication to disk on a second SAN. Scheduled maintenance and upgrades do not apply to the system availability calculation and all CLIENTs are properly notified of such scheduled occurrences to minimize accessibility interruptions.

Hardware

IMAGETREND server hardware is configured to prevent data loss due to hardware failure and utilize the following to ensure a quick recovery from any hardware related problems.

- Independent Application and Database Servers
 - Microsoft SQL Server 2012
 - Microsoft Windows Server 2012
- Redundant Power Supplies
- Off-Site Idle Emergency Backup Servers (optional)
- Sonicwall VPN Firewall
- Redundant Disk configuration
- Disk Space allocation and Bandwidth as contracted

Physical Facility

The IMAGETREND hosting facilities are located in downtown Minneapolis and Chicago with every industry standard requirement for hosting not only being met, but exceeded. Requirements such as power supply and power conditioning, normal and peak bandwidth capacity, security and fail over locations are all part of an overall strategy to provide the most reliable hosting facility possible.

- Redundant, high-speed Internet connections over fiber optics.
- Power protection via an in-line 80kVa UPS with a 150 KW backup diesel generator
- Temperature controlled
- Waterless Fire Protection and Clean agent fire suppression
- Secured site access
- Steel Vault Doors
- 21" concrete walls and ceiling

Data Integrity

IMAGETREND applications are backed up daily allowing for complete recovery of data to the most recent backup:

- Daily Scheduled Database and Application Backups.
- Daily Scheduled backup Success/Failure notification to IMAGETREND staff

2. Application and Hosting Support

IMAGETREND provides ongoing support as contracted for their applications and hosting services, including infrastructure. This includes continued attention to product performance and general maintenance needed to ensure application availability. Support includes technical diagnosis and fixes of technology issues involving IMAGETREND software. IMAGETREND has a broad range of technical support services available in the areas of:

- Web Application Hosting and Support
- Subject Matter Expert Application Usage Support
- Web Application Development/Enhancement
- Database Administration/Support
- Project Management
- Systems Engineering/Architecture

IMAGETREND offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give the administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to IMAGETREND.

IMAGETREND's Support Team is available Monday through Friday from 7:00 am to 6:00 pm CST via the Support Suite, email or telephone.

Support Suite: www.imagetrend.com/support

Email: support@imagetrend.com

Toll Free: 1-888-730-3255

Phone: 952-469-1589

Online Support

IMAGETREND offers an online support system which incorporates around-the-clock incident reporting of all submitted tickets to IMAGETREND's application support specialists. Once a CLIENT submits a support ticket, he or she can track the progress with a secure login to the support application. The system promotes speedy resolution by offering keyword-based self-help services and articles in the knowledgebase, should CLIENTS wish to bypass traditional support services. Ticket tracking further enhances the efforts of Support Desk personnel by allowing IMAGETREND to identify patterns which can then be utilized for improvements in production, documentation, education and frequently asked questions to populate the knowledgebase. The support ticket tracking system ensures efficient workflow for the support desk specialists while keeping users informed of their incident's status. Support patterns can be referenced to populate additional knowledgebase articles.

Incident Reporting Malfunctions

IMAGETREND takes all efforts to correct malfunctions that are documented and reported by the CLIENT. IMAGETREND acknowledges receipt of a malfunction report from a CLIENT and acknowledges the disposition and possible resolution thereof according to the chart below.

Severity Level	Examples of each Severity Level:	Notification Acknowledgement: IMAGETREND Return Call to Licensee after initial notification of an Error	Action Expectation: Anticipated Error resolution notification after IMAGETREND Return Call to Licensee of Notification Acknowledgement of an error.
High/Site Down	<ul style="list-style-type: none"> - Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted 	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six hours
Medium	<ul style="list-style-type: none"> - Minor subsystem failure -Data entry or access impaired on a limited basis – usually can be delegated to local client contact as a first level or response for resolution – usually user error (i.e. training) or forgotten passwords 	Within four (4) hours of initial notification	24 Business hours
Low	<ul style="list-style-type: none"> - System operational with minor issues; suggested enhancements as mutually agreed upon – typically covered in a future release as mutually agreed upon. 	Same day or next business day of initial notification	Future Release

Service Requests (enhancements)

Any service requests that are deemed to be product enhancements are detailed and presented to the development staff, where the assessment is made as to whether these should be added to the future product releases and with a priority rating. If an enhancement request is specific to one CLIENT and deemed to be outside of the original scope of the product, then a change order is written and presented to the CLIENT. These requests are subject to our standard rates and mutual agreement. CLIENTS review and approve the scope, specification and cost before work is started to ensure goals are properly communicated.

Product release management is handled by IMAGETREND using standard development tools and methodologies. Work items including, tasks, issues, and scenarios are all captured within the system. Releases are based on one or more iterations during a schedule development phase. This includes by not limited to: development, architecture, testing, documentation, builds, test and use cases. Submissions of issues or requests are documented within our Product Management system and from there workflow is created to track the path from initial request to resolution.

Out of Scope

CLIENT may contract with IMAGETREND for Out of Scope services. This will require a separate Statement of Work and will be billed at IMAGETREND’s standard hourly rate.

Maintenance and Upgrades

System/product maintenance and upgrades, if applicable, are included in the ongoing support and warranty as contracted. These ensure continued attention to product performance and general maintenance. Scheduled product upgrades include enhancements and minor and major product changes. Customers are notified in advance of scheduled maintenance. It is the CLIENT’s responsibility to accept all offered updates and upgrades to the system. If the CLIENT does not accept these, CLIENT should be advised that IMAGETREND, at its discretion, may offer limited support for previous versions. All code releases also maintain the integrity of any CLIENT specific configurations (i.e. templates, addresses, staff information, active protocols, etc.) that have been implemented either by IMAGETREND’s implementation staff or the CLIENT’s administrative staff.

Escalation

Our support staff is committed to resolving your issues as fast as possible. If they cannot resolve your issue, they will identify the course of action that they will be taking and indicate when an answer will be available. They in turn will seek assistance from the designated developer. The next level of escalation goes to the Project Manager, who also addresses all operational issues on an ongoing basis and reviews the issue log regularly to assess product performance and service levels. Senior Management will handle issues requiring further discussion and resolution. Any issues to be determined to be of a critical nature are immediately escalated accordingly.

EXHIBIT C – HIPAA BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) dated _____ (the “Effective Date”), is entered into by and between East Peoria Fire Department, an Illinois corporation (the “Covered Entity”) and ImageTrend, Inc. a Minnesota corporation (the “Business Associate”).

WHEREAS, Covered Entity and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, “Covered Entities”) to protect the privacy of certain individually identifiable health information (“Protected Health Information”, or “PHI”); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the “Security Standards”), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information (“EPHI”); and

WHEREAS, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI; and

WHEREAS, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the “HITECH Act”), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Business Associate Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the “Confidentiality Requirements”). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.
2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity’s benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein. Use, creation and disclosure of de-identified health information by Business Associate are not permitted unless expressly authorized in writing by Covered Entity.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of “minimum necessary use and disclosure,” i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, “Recipients”), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate’s obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily

producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.
8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts** to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards

and Technology (“NIST”) concerning the protection of identifiable data such as PHI. Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. **Data Breach Notification and Mitigation.**

- a. **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any “breach” of “unsecured PHI” as those terms are defined by 45 C.F.R. §164.402 (hereinafter a “HIPAA Breach”). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.
- b. **Data Breach Notification and Mitigation Under Other Laws.** In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under

one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity’s determinations regarding Covered Entity’s and Business Associate’s obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.

- c. **Breach Indemnification.** Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys’ fees actually incurred) (collectively, “Information Disclosure Claims”) arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate’s own acts, failures or omissions.
- i. Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys’ fees actually incurred) (collectively, “Information Disclosure Claims”) arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.
 - ii. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. **Term and Termination.**

- a. This Agreement shall commence on the Effective Date and shall remain in effect until

terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

- b. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.
 - c. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
 - i. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
 - ii. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
 - d. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.
 - e. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
 - f. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.
11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.
13. **Miscellaneous.**
- a. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or

attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

Compliance Office

If to Business Associate:

ImageTrend, Inc.
Attn: Michael J. McBrady
20855 Kensington Blvd.
Lakeville, MN 55044

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Business Associate is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Business Associate is located.

19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.

20. **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.

21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

"EAST PEORIA FIRE DEPARTMENT"

By: _____

Name: _____

Title: _____

Dated: _____

"IMAGETREND"

By:  _____

Name: Michael J. McBrady

Title: President

Dated: 7/7/2016

EXHIBIT D – INSURANCE CERTIFICATE

Intentionally left blank

EXHIBIT E – TAX EXEMPTION CERTIFICATION

CLIENT to provide completed Tax Exemption Form, Tax Exemption Certificate, or other applicable documentation from the State Department regarding their Tax Exemption Status.



401 W. Washington Street, East Peoria, Illinois 61611 Phone (309) 427-7606

MEMO

TO: Mayor Kahl & Commissioners Decker, Sutherland, Mingus & Hill

FROM: Teresa Durm, HR Director, SHRM-CP, PHR

DATE: April 30, 2020

RE: Separation Agreement

DISCUSSION:

David Sprague is retiring after serving the City of East Peoria for 20 years effective at the end of the day on May 15, 2020.

The attached Separation Agreement outlines that Mr. Sprague is asking to be paid out 1,120 compensable hours.

RECOMMENDATION:

I recommend approving the attached Separation Agreement and paying Mr. Sprague in three (3) installments of \$19,235.00 on or before June 15, 2020; \$19,234.99 on or before January 15, 2021; and \$19,234.99 on or before January 15, 2022 totaling \$57,704.98.

Attachment

RESOLUTION NO. 2021-002

EAST PEORIA, ILLINOIS

May 5, 2020

RESOLUTION BY COMMISSIONER _____

WHEREAS, David Sprague has been continuously employed by the City from March 21, 2000 through May 15, 2020, most recently occupying the position of Police Sergeant;

WHEREAS, David Sprague announced his intention to retire from employment effective at the end of his shift on May 15, 2020; and

WHEREAS, the City is appreciative of the long and continued service provided by David Sprague; and

WHEREAS, it is in the best interest of the City to execute the attached Separation Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT:

Section 1. The above recitals are found to be true and correct.

Section 2. The Mayor is hereby authorized to execute the Separation Agreement with such changes as the Mayor, in his sole discretion, may decide are in the best interest of the City of East Peoria.

APPROVED:

Mayor

ATTEST:

City Clerk

OFFICE OF THE MAYOR
401 W. Washington Street
East Peoria, Illinois 61611
Phone: (309) 427-7605

MEMORANDUM



John P. Kahl
Mayor

TO: David Sprague
FROM: Mayor John P. Kahl
RE: Separation Pay and Benefits
DATE: April 29, 2020

We understand that you have chosen to resign from employment with the City of East Peoria effective at the end of the day on May 15, 2020.

SEPARATION PAY:

City records indicate that you will have the following accumulated employment benefits available to calculate your Separation Pay:

	<u>Available Hours</u>	<u>Compensable Hours (with release)</u>
Vacation Pay	200 hrs.	160 hrs.
Sick Leave	960 hrs.	960 hrs.
Earned Time-Off (ETO)	0	0
Accrued Holiday	0	0
Other _____	0	0

Total Compensable Hours 1,120 hrs.

If you utilize a different quantity of accumulated employment benefits prior to your termination date, the Total Compensable Hours shall be adjusted accordingly, consistent with the policies and practices of the City of East Peoria. The actual Total Compensable Hours (as adjusted) shall be multiplied by the pay rate of \$51.5223 per hour (this hourly rate includes the 1.75% increase effective 5/1/20) to determine the separation pay you will receive if you sign and return the Resignation and Release set forth below within twenty-one (21) days of this Memorandum. If the Resignation and Release is signed and returned in a timely manner, you shall be paid your separation pay in three (3) installment(s) of \$19,235.00 on or before June 15, 2020; \$19,234.99 on or before January 15, 2021; and \$19,234.99 on or before January 15, 2022 totaling \$57,704.98. In the event of your death prior to the last scheduled payment, any remaining payments will be paid to your estate. If you do not sign the Resignation and Release prior to this time period, you will be entitled to no separation pay except as otherwise provided by any applicable collective bargaining agreement, the Illinois Wage Payment and Collection Act, or the Fair Labor Standards Act.

COVERAGE UNDER CITY'S HEALTH PLAN:

In addition to the Separation Pay set forth above, the timely return of the Resignation and Release shall entitle you to continued coverage under the City's group health insurance plan in accordance with the terms and provisions of the City's Personnel Policy Manual, the plan document for the City's group health plan, and any applicable bargaining contracts.

Post-Retirement Employment: If you accept post-retirement employment with an employer that offers health insurance coverage, **you are required to enroll in that employer's health insurance plan at your first eligibility date (including any dependents), thereby making your new employer's health insurance coverage your primary coverage.** Upon enrolling in your new employer's health insurance, you will have the option to retain coverage under City's health plan as secondary coverage or to drop coverage under the City's health plan. When you leave employment with the new employer, you will be permitted to re-enroll under the City's health plan provided you do so **within 45 days after your separation from the new employer** (or within 45 days after loss of coverage under your employer's health insurance). You must also comply with any other applicable requirements set forth in the City's Personnel Policy Manual.

Premium Payments: Furthermore, you will need to continue to pay your monthly premiums for coverage under the City's health plan at the same contribution rate paid by active City employees (regardless of your age). You must make timely premium payments in accordance with the provisions of the City's Personnel Policy Manual. **Otherwise, if you do not make timely payment of your premium payments, your coverage under the City's group health insurance plan can be terminated.** The City shall continue to pay the City's applicable contribution amount for your coverage under the City's group health insurance plan.

Enrollment in Medicare: Also, if you maintain coverage under the City's group health plan upon your retirement, you are required to enroll in Medicare when you become eligible for Medicare. When you become eligible for Medicare, the City's group health insurance plan will automatically become secondary regardless of whether you have enrolled in Medicare or failed to do so. **Therefore, you should immediately enroll in both Part A and Part B of Medicare when you become eligible for Medicare.** You (and your spouse, if applicable) are advised to contact the local Medicare and Social Security office **prior to turning age 65** in order to determine the necessary procedures for enrolling in Medicare Part A and Part B.

NOTICE: You are hereby advised to consult an attorney prior to signing the Resignation and Release set forth below.

RESIGNATION AND RELEASE

Full Name of Employee (Please type or print)

Date

4/30/2020

I hereby resign as an employee of the City of East Peoria (the "City") effective at the end of the day on MAY 15, 2020.

I have received the above Memorandum from the City (the "Memo"), which sets forth information pertaining to my accumulated employment benefits as of my resignation date. This information accurately includes an accounting of the various benefits I have accrued, my final pay rate, and the benefits and amount of separation pay that I am entitled to receive if I sign and return this Resignation and Release (this "Form") to the City.

In consideration of the separation pay and benefits reflected in the Memo, I release the City, its Mayor, Commissioners, officers, employees, agents, assigns, insurers, and all persons identified in interest with the City, of and from any actions, claims, demands, or causes of action whatsoever which I may have against them, whether known or unknown, in law or equity, contract or tort, statutory or common law, whether arising under the laws of the State of Illinois or any of its political subdivisions or of any other state, or of the United States, occurring prior to or on my retirement date or the effective date of this Resignation and Release (whichever is later), including, without limitation, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the Equal Pay Act, Title VII of the Civil Rights Act, the Americans With Disabilities Act, Section 1983 of Title 42 of the United States Code, the Illinois Wage Payment and Collection Act, the Illinois Human Rights Act, the Illinois Municipal Code, the Illinois Pension Code, the United States and Illinois Constitutions, and any other statute relating to employment or municipal government.

I expressly acknowledge the following:

(a) I have been given at least twenty-one (21) days to consider the City's Memo and this Form. To the extent that I am signing this Form prior to the expiration of this twenty-one (21) day period, I am doing so voluntarily with an understanding that I could have considered these matters for the duration of the twenty-one (21) day period without penalty.

(b) I have been advised in writing to consult an attorney before signing this Form.

(c) I understand that I may revoke the release of claims against the City for a period of seven (7) days after I sign this Form. I further understand that the release of these claims will not become effective until the expiration of this seven day period and that I will not receive any separation pay until such time even if provided otherwise in the City's Memo. I understand that I have no vested right to rescind my resignation from employment and that any such rescission must first be approved by the City.

(d) I understand and agree that by signing this Form, I will receive valuable monetary or other benefits (or both) as reflected in the City's Memo which exceed the benefits I would otherwise receive under the law.

(e) This Form and the City's Memo contain the entire understanding between the City and me as it relates to my separation from employment with the City. I further acknowledge that the City has made no other representations, warranties, promises, covenants, or undertakings (oral or otherwise) to me or any representative of mine in relation to my separation from employment with the City.

Employee Signature

Date 4/30/2020

Approved and Accepted:

Mayor

Date _____