

**CITY OF VIENNA**  
**CITY COUNCIL MEETING**  
**VIENNA CITY HALL**  
**205 North 4th St**  
**November 7, 2018**  
**6:30 P.M.**

**AGENDA**

1. Mayor Calls Meeting to Order.

2. Roll Call:

Hill\_\_\_\_\_ Riddle\_\_\_\_\_ Myrick\_\_\_\_\_ Owen\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

**NEW BUSINESS**

3. Omnibus Consent Agenda

- Approval of the October 17, 2018 Meeting Minutes
- Approval of the Warrant

**Motion\_\_\_\_\_Seconded\_\_\_\_\_**

Hill\_\_\_\_\_ Riddle\_\_\_\_\_ Myrick\_\_\_\_\_ Owen\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

4. Authorization and Approval of Cooperative Agreement Providing For the Services of the Johnson County Animal Control Warden within Municipal Limits (Effective Dec 1, 2018-Nov 30, 2019)

**Motion\_\_\_\_\_Seconded\_\_\_\_\_**

Hill\_\_\_\_\_ Riddle\_\_\_\_\_ Myrick\_\_\_\_\_ Owen\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

5. Scott Hickam, Buessink & Hickam PC - Review of FY 2018 Financial Report

Approval of the 2018 Fiscal Year Annual Financial Report and Acceptance of Audit Report

**Motion\_\_\_\_\_Seconded\_\_\_\_\_**

Hill\_\_\_\_\_ Riddle\_\_\_\_\_ Myrick\_\_\_\_\_ Owen\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

6. Bill Gower, ICRMT- Approval of Insurance Renewal 2018-2019 policy

**Motion** \_\_\_\_\_ **Seconded** \_\_\_\_\_

Hill \_\_\_\_\_ Riddle \_\_\_\_\_ Myrick \_\_\_\_\_ Owen \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

7. Authorization and Approval of An Amendment to Natural Gas Management Agreement Regarding the Purchase of Natural Gas from PEFA, Inc.

**Motion** \_\_\_\_\_ **Seconded** \_\_\_\_\_

Hill \_\_\_\_\_ Riddle \_\_\_\_\_ Myrick \_\_\_\_\_ Owen \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

8. Authorization and Approval of Resolution 18-11, a Resolution Authorizing the Purchase of Natural Gas from PEFA, INC; Approving the Execution and Delivery of a Gas Supply Agreement and Other Documents Relating to Said Purchase; Approving the Issuance of Bonds By PEFA, INC.; and Addressing Related Matters

**Motion** \_\_\_\_\_ **Seconded** \_\_\_\_\_

Hill \_\_\_\_\_ Riddle \_\_\_\_\_ Myrick \_\_\_\_\_ Owen \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

9. Authorization and Approval to place advertisement in 2018 Southern Scout Tourism and Welcome Guide

**Motion** \_\_\_\_\_ **Seconded** \_\_\_\_\_

Hill \_\_\_\_\_ Riddle \_\_\_\_\_ Myrick \_\_\_\_\_ Owen \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

10. Authorization and Approval to purchase fruit for the 50/100 mile run (Tourism Fund)

**Motion** \_\_\_\_\_ **Seconded** \_\_\_\_\_

Hill \_\_\_\_\_ Riddle \_\_\_\_\_ Myrick \_\_\_\_\_ Owen \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

**PUBLIC COMMENT/ADDITION TO THE AGENDA**

11. **City Elected and Appointed Officials:**

- Jon Simmons, Mayor
- Josh Stratemeyer, City Attorney
- Aleatha Wright, City Clerk
- Shane Racey, City Supt
- Michelle Meyers, Treasurer
- Jim Miller, Chief of Police
- Brent Williams, Fire Chief
- Margaret Mathis, City Librarian
- Phil Morris, Depot
- City Council - Alderman Tuey- Discussion of amending Ordinance 99-05,  
City Burn Ban

12. **Adjournment:**

POSTED: 11-5-18

BY: *A. Wright*



## **COOPERATIVE AGREEMENT PROVIDING FOR THE SERVICES OF THE JOHNSON COUNTY ANIMAL CONTROL WARDEN WITHIN MUNICIPAL LIMITS**

This Cooperative Agreement for the provision of the services of the Johnson County Animal Control Warden, hereinafter called "Warden", to the City of Vienna, Illinois, is entered into this First Day of December, 2018, between the County of Johnson, State of Illinois, hereinafter called "County" and the City of Vienna, Illinois, hereinafter called "City".

Whereas the City is desirous to obtain the service of the Warden for the purpose of enforcing City Ordinances regarding animal control and the laws set out by the State of Illinois through the Illinois Agriculture Department; and whereas the County is desirous to provide the above said services of the Warden to the City, the parties agree as follows:

1. This agreement shall be effective upon signing by both the County Board and the City Governing Body, and shall extend for a period of one (1) year for fiscal year 2019. Provisions for cancellation of this agreement by either party are as follows: in the event of a breach of any provision found in this agreement, a thirty day written notice is required prior to the end of any monthly period or within thirty (30) days prior to the termination of said Agreement.
2. The City shall appoint an Animal Control Liason, hereinafter called Liason, to coordinate the activities of the Warden within the City. The Warden shall provide services to the City in non-emergency situations only when requested to do so by the Liason. The Warden may provide services to the City without the request of the Liason only in an emergency situation. For the purpose of enforcing this agreement, the term "emergency situation" is defined as any situation where a human being has been bitten or otherwise physically injured by a dog.
3. The City agrees to pay the County \$20 for each instance in which the Warden responds to a request for services initiated by the Liason and said response does not result in a dog being impounded. For the purpose of this agreement, the term "response" means any situation in which the Animal Control Warden travels to a municipality at the behest of the Liason. This fee will be waived if the response is in regard to an "emergency situation" as defined in paragraph two (2).
4. The City agrees to pay the County \$40 per canine for the catching, transporting, and impounding of said canine and \$15 per each canine that is to be destroyed.
5. The County is to provide the City with a monthly billing statement for services rendered reflecting the fees listed in paragraphs three (3) and four (4).
6. It is agreed upon the parties that the Johnson County Animal Control Warden will cause to be destroyed any canine that has been impounded for seven (7) days and has not been redeemed by any person providing proof of ownership of said canine. The seven (7) day period will begin after either notice is sent to the

registered owner by the Warden or, in the cases where no registered owner is identified, upon the first day in which the canine is impounded. After the seven (7) day period has expired, the Warden will destroy the canine by lethal injection or by any other means authorized by law.

7. The County will assume all liability and responsibility for damages incurred by the Warden while performing the duties of Animal Control Warden, including any damages to personal property of others and any personal injuries sustained by the Warden.
8. This contract contains the entire agreement between the parties and may not be modified or amended except by written agreement executed by the County and the City. The signatures below acknowledge that this contract has been read in full and that a copy of this contract has been received by each board.

JOHNSON COUNTY COMMISSIONERS

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CITY OFFICIALS

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LIASON'S NAME

*Jim Miller*

PHONE NUMBER



**AMENDMENT TO  
NATURAL GAS MANAGEMENT AGREEMENT  
REGARDING THE PURCHASE OF NATURAL GAS FROM  
PEFA, INC.**

**THIS AMENDMENT TO NATURAL GAS MANAGEMENT AGREEMENT** ("NGMA") is entered into effective as of November 7, 2018 (this "Amendment"), between Utility Gas Management ("MANAGER") and the City of Vienna, Illinois, ("CLIENT").

**WHEREAS**, MANAGER and CLIENT are parties to a NGMA dated February 1, 2013, and

**WHEREAS**, MANAGER and CLIENT have agreed to amend certain terms and conditions of the NGMA because CLIENT has authorized the following, to-wit: A RESOLUTION AUTHORIZING THE PURCHASE OF NATURAL GAS FROM PEFA, INC.; APPROVING THE EXECUTION AND DELIVERY OF A GAS SUPPLY AGREEMENT AND OTHER DOCUMENTS RELATING TO SAID PURCHASE; APPROVING THE ISSUANCE OF BONDS BY PEFA, INC.; AND ADDRESSING RELATED MATTERS ("PEFA RESOLUTION");

**NOW, THEREFORE**, in consideration of the premises and the respective promises, conditions, terms and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, MANAGER and CLIENT do hereby agree to the following amendments:

1. Section 2.1 of the NGMA is hereby amended and restated in its entirety as follows:

"2.1 Term. CLIENT has executed the Resolution dated November 7, 2018 ("PEFA Resolution"), which includes a "Form of Gas Supply Agreement" as a part thereof, which includes a "Primary Term" that extends from the "Effective Date" of the PEFA Agreement, through the Maturity Date of the Bonds. Subject to the other terms and provisions of the NGMA, the Term of the NGMA shall be effective from its current Effective Date through and for a period that is concurrent with and identical to the Primary Term of the PEFA Resolution and the PEFA "Form of Gas Supply Agreement."

Section 5.1 Price. CLIENT agrees that MANAGER shall act as CLIENT's exclusive agent in providing services related to the operations and transportation of natural gas and any and all other operational transactions associated with delivery of supplies to CLIENT.

(a) For all volumes delivered to CLIENT that are not volumes delivered to CLIENT pursuant to the PEFA Agreement ("Non PEFA Volumes"), for all such management services provided by MANAGER, CLIENT shall pay MANAGER a Monthly Management Fee of six cents (\$.06) per MMBtu delivered to the specified Point of Delivery into the Transporting Pipeline; and

(b) For all volumes delivered to CLIENT that are volumes delivered pursuant to the PEFA Resolution and Form of Gas Supply Agreement, for all such management services provided by MANAGER, CLIENT shall pay MANAGER a Monthly Management Fee that is the total of: (i) the Monthly Management Fee for Non PEFA volumes, (ii) PLUS, an amount of five cents (\$.05) per MMBtu delivered to the specified Point of Delivery into the Transporting Pipeline.

2. The definitions contained in the NGMA shall have the same meaning in this Amendment unless otherwise stated in this Amendment.

3. Except as otherwise stated in this Amendment, all terms and conditions of the NGMA shall remain in full force and effect.

4. This Amendment may be executed by the Parties in separate counterparts and initially delivered by facsimile transmission or otherwise, with original signature pages to follow and all such counterparts shall together constitute one and the same instruments.

5. This Amendment shall be governed by, construed and enforced under the laws of the State of Kansas without giving effect to its conflicts of laws principles.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative, effective as of the Effective Date.

#### UTILITY GAS MANAGEMENT

By: \_\_\_\_\_

Name: Ron Ragan

Title: Partner

Date: \_\_\_\_\_

City of Vienna, Illinois

By: \_\_\_\_\_

Name: Jon A. Simmons

Title: Mayor

Date: November 7, 2018



Councilman \_\_\_\_\_ introduced the following Resolution and moved its adoption. Councilman \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon the Mayor declared the following Resolution duly adopted:

**RESOLUTION NO.18-11**

**A RESOLUTION AUTHORIZING THE PURCHASE OF NATURAL GAS FROM PEFA, INC.; APPROVING THE EXECUTION AND DELIVERY OF A GAS SUPPLY AGREEMENT AND OTHER DOCUMENTS RELATING TO SAID PURCHASE; APPROVING THE ISSUANCE OF BONDS BY PEFA, INC.; AND ADDRESSING RELATED MATTERS**

WHEREAS, the City is desirous of proceeding with a gas purchase transaction as further described herein; and

WHEREAS, PEFA, Inc. is a non-profit corporation duly organized and existing under the laws of the State of Iowa and, in particular, Iowa Code Chapter 504, as amended from time to time; and

WHEREAS, PEFA, Inc. has planned and developed a project to acquire long-term gas supplies from J. Aron & Company LLC, a New York limited liability company and an affiliate of The Goldman Sachs Group, Inc., pursuant to a Prepaid Natural Gas Sales Agreement, to meet a portion of the requirements of the City of Vienna, Illinois (the "Gas Purchaser"), and other public gas distribution systems that elect to participate (each, a "Project Participant", and collectively, the "Project Participants") through a prepayment (the "Prepaid Project"); and

WHEREAS, PEFA, Inc. will issue its Gas Project Revenue Bonds, Series 2018 (the "PEFA, Inc. Bonds") to finance the acquisition of gas supplies under the Prepaid Project; and



WHEREAS, PEFA, Inc. will sell all the gas purchased under the Prepaid Project to the Project Participants; and

WHEREAS, Gas Purchaser is a public body and political subdivision organized and existing under and by virtue of the constitution and laws of the State of Illinois, acting by and through its City Council of the City of Vienna, Illinois for and on behalf of its municipal gas utility; and

WHEREAS, Gas Purchaser has determined that it is in the best interest of its customers to be a Project Participant and thereby purchase a portion of Gas Purchaser's natural gas requirements from PEFA, Inc. pursuant to a natural gas supply contract to be entered into by PEFA, Inc. and Gas Purchaser (the "Gas Supply Agreement"); and

WHEREAS, under the Gas Supply Agreement, Gas Purchaser will agree to purchase from PEFA, Inc. the amounts of gas specified in the Gas Supply Agreement, at the prices specified in the Gas Supply Agreement, for a term specified in the Gas Supply Agreement; and

WHEREAS, the PEFA, Inc. Bonds will be issued pursuant to a Trust Indenture between PEFA, Inc. and a corporate trustee (the "Indenture") and purchased by the underwriters or original purchasers of the PEFA, Inc. Bonds (the "Underwriters") pursuant to one or more bond purchase agreements or similar agreements; and

WHEREAS, PEFA, Inc. will pledge to the payment of the PEFA, Inc. Bonds certain assets of PEFA, Inc., including the Gas Supply Agreement between PEFA, Inc. and Gas Purchaser; and

WHEREAS, Gas Purchaser shall have no financial liability with respect to the PEFA, Inc. Bonds, and Gas Purchaser's only obligations relating to the Prepaid Project herein shall be as set forth in the Gas Supply Agreement; and

WHEREAS, in order to authorize the purchase of natural gas from PEFA, Inc. and the execution of the Gas Supply Agreement, to consent to the pledge of the Gas Supply Agreement to secure the PEFA, Inc. Bonds, to authorize the sale of the gas purchased from PEFA, Inc., and to authorize and take such other necessary and appropriate action in furtherance of the Prepaid Project, Gas Purchaser adopts this Resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Vienna, Illinois (the "Governing Body"), as follows:

SECTION 1: Gas Purchaser is authorized to enter into a Gas Supply Agreement with PEFA, Inc., pursuant to which Gas Purchaser will purchase natural gas from PEFA, Inc. as provided in the Gas Supply Agreement. The Gas Supply Agreement shall (a) have a term of not greater than 366 months, (b) provide for the purchase by Gas Purchaser of not more than 287 MMBtu per day, and (c) provide for a projected minimum savings (prior to payment of the project administration fee as set forth in the Gas Supply



Agreement) through monthly and annual discounts of not less than 30 cents per MMBtu to Gas Purchaser for the initial rate period and not less than 24 cents per MMBtu in any reset period, unless Gas Purchaser elects to purchase gas at a lesser discount during any reset period, as set forth in the Gas Supply Agreement. Gas Purchaser's obligation to make payments under the Gas Supply Agreement shall be an operating expense of its municipal gas utility, and is payable solely from the revenues of its gas system and other monies legally available, and is not a general obligation of the City or a debt or charge against the City within the meaning of any constitutional or statutory debt limit provision.

SECTION 2: The Gas Supply Agreement shall be in substantially the form submitted and attached hereto as Exhibit A, which such form is hereby approved, with such completions, deletions, insertions, revisions, and other changes as may be approved by the officers executing same with the advice of counsel, their execution to constitute conclusive evidence of their approval of any such changes.

SECTION 3: The gas purchased by Gas Purchaser from PEFA, Inc. shall be resold by Gas Purchaser to its retail customers in its service area, pursuant to published tariffs or pursuant to qualified requirements contracts approved by special tax counsel to PEFA, Inc.

SECTION 4: The Mayor (the "Authorized Officer") is hereby authorized to execute and deliver the Gas Supply Agreement and the City Clerk (the "Attesting Officer") is hereby authorized to attest the Gas Supply Agreement.

SECTION 5: The officers, employees, and agents of Gas Purchaser (including, without limitation, Utility Gas Management) are hereby authorized and directed to take such actions and do all things necessary to cause the purchase of said gas to take place, including the payment of all amounts required to be paid in order to purchase the gas in accordance with the Gas Supply Agreement.

SECTION 6: The Governing Body approves the Prepaid Project undertaken by PEFA, Inc. and the portion of the PEFA, Inc. Bonds issued by PEFA, Inc. on behalf of the Gas Purchaser, and consents to the pledge of all of PEFA, Inc.'s right, title and interest under the Gas Supply Agreement, including the right to receive performance by Gas Purchaser of its obligations thereunder, to secure the payment of principal of and interest on the PEFA, Inc. Bonds.

SECTION 7: The officers and employees of Gas Purchaser, as well as any other agent or representative of Gas Purchaser (including, without limitation, Utility Gas Management), are hereby authorized and directed to cooperate with and provide PEFA, Inc., the underwriters of the PEFA, Inc. Bonds, and their agents and representatives with such information relating to Gas Purchaser as is necessary for use in the preparation and distribution of a preliminary official statement or other disclosure document used in connection with the sale of the PEFA, Inc. Bonds. After the PEFA, Inc. Bonds have been



sold, any officer or employee of Gas Purchaser, or any agent or representative designated by Gas Purchaser, shall make such completions, deletions, insertions, revisions, and other changes in the preliminary official statement relating to Gas Purchaser not inconsistent with this Resolution as are necessary or desirable to complete it as a final official statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). The Governing Body hereby covenants and agrees that Gas Purchaser will cooperate with PEFA, Inc. in the discharge of PEFA, Inc.'s obligations to provide annual financial and operating information and notification as to material events with respect to Gas Purchaser as may be required by the Rule. Any officer or any employee of Gas Purchaser, or such other agent or representative of Gas Purchaser as shall be appropriate (including, without limitation, Utility Gas Management), is hereby authorized and directed to provide such information as shall be required for such compliance, and such officer or employee may execute a continuing disclosure agreement with respect to the provision of such information if requested to do so by the underwriters of the PEFA, Inc. Bonds.

SECTION 8: The PEFA, Inc. Bonds are not obligations of Gas Purchaser but are special limited obligations of PEFA, Inc. payable solely from the revenues and receipts pledged by PEFA, Inc. under the Indenture, including the revenues and receipts arising from the sale of gas to Project Participants. By consenting to the pledge of the Gas Supply Agreement and agreeing to provide information for inclusion in the official statement, Gas Purchaser is not incurring any financial liability with respect to the PEFA, Inc. Bonds. The principal, redemption price and purchase price (to the extent payable by PEFA, Inc. upon tender for purchase in accordance with the provisions of the financing documents authorizing issuance of the PEFA, Inc. Bonds, or any loan agreement, trust agreement or other agreements of PEFA, Inc. required thereby (the "Financing Documents")) of the PEFA, Inc. Bonds and the interest thereon, shall be payable solely from, and secured solely by, the revenues, funds and other assets of PEFA, Inc. pledged therefor under the applicable Financing Documents and shall not constitute a special or general obligation of the City, or a charge against the general credit or other funds of the City. The PEFA, Inc. Bonds shall not be secured by a legal or equitable pledge of, or lien or charge upon or security interest in, any property of the City or any of its income or receipts. Neither the faith and credit nor the taxing power of the State of Iowa (the "State") or the City or any other public agency shall be pledged to the payment of the principal, redemption price or purchase price of, or the interest on, the PEFA, Inc. Bonds. The issuance by PEFA, Inc. of the PEFA, Inc. Bonds shall not directly, indirectly or contingently obligate the State, or the City or any other public agency, to levy or pledge any form of taxation or to make any appropriation for the payment of the PEFA, Inc. Bonds. The payment of the principal, redemption price or purchase price of, or interest on, the PEFA, Inc. Bonds shall not constitute a debt, liability or obligation of the State, the City, or any other public agency.

SECTION 9: All acts and doings of the officers and employees of Gas Purchaser or any other agent or representative of Gas Purchaser which are in conformity with the purposes and intent of this Resolution and in furtherance of the execution and delivery of and



performance under the Gas Supply Agreement, and in furtherance of the issuance and sale of the PEFA, Inc. Bonds, shall be and the same hereby are in all respects approved and confirmed, including without limitation the execution and delivery by the officers of Gas Purchaser of all certificates and documents as they shall deem necessary in connection with the Gas Supply Agreement and the PEFA, Inc. Bonds.

SECTION 10. The City Council understands and agrees that Ahlers & Cooney, P.C, represents PEFA, Inc., in connection with the Gas Supply Agreement, the PEFA, Inc. Bonds, and associated documents and transactions, and, hereby consents to such representation and to the extent such representation might be an actual, potential, or perceived conflict of interest, the City Council waives any such conflict and consents to said representation.

SECTION 11: If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 12: All other resolutions or orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption.

SECTION 13: This Resolution shall take effect immediately upon its adoption.  
PASSED AND APPROVED this 7th day of November, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

CERTIFICATE

State of Illinois

)

) SS

COUNTY OF Johnson

)

I, the undersigned City Clerk of the City Council of the City of Vienna, State of Illinois, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the City Council, and the same is a true and complete copy of the action taken by the City Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the City Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the City Council (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the City Council, upon reasonable advance notice to the public and media prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no City Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the City hereto affixed this 7th day of November, 2018.

\_\_\_\_\_  
City Clerk, City of Vienna, State of Illinois

(SEAL)



# **VOTED NUMBER ONE!**

## **THE SOUTHERN ILLINOIS SCOUT**

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