



# City of Pekin

REGULAR COUNCIL MEETING MONDAY, SEPTEMBER 27, 2010  
5:30 P.M.

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**  
*Mayor Rusty L. Dunn*

**III. ROLL CALL**  
*Clerk to Call the Roll*

**IV. APPROVAL OF AGENDA**  
*ACTION: Motion to approve the meeting agenda.*  
  
**VOTE REQUIRED**

**V. APPROVAL OF MINUTES**  
*ACTION: Motion to approve minutes of Regular Council Meeting of September 13, 2010.*  
  
**VOTE REQUIRED**

**VI. PUBLIC INPUT ON AGENDA ITEMS**  
*Speakers to state name, address, and spell last name. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.*

**VII. CONSENT AGENDA**

- 1. Receive and File Monthly Reports and Minutes:** Traffic Safety Committee Minutes September 3, 2010
- 2. Proclamation:** "Stem Cell Awareness Day" Wednesday, October 6, 2010.
- 3. Charitable Solicitation:** Pekin Kiwanis Club Peanut Day Friday, November 5, 2010.
- 4. Resolution No. 70-10/11** – Appointment of Murray J. Brian to the Pekin Airport Commission to fill the unexpired term of Lillard Hedden until first Monday in May 2012.
- 5. Receive and File** bids for the Parkway Drive Pedestrian Signals Project.
- 6. Receive and File** Petri Lane Extension project Surface Transportation Urban (STU) Funding 56.6% construction costs.
- 7. Receive and File** Petition for Annexation from Rick Evans, LLC.
- 8. Receive and File** the Pekin Zoning Board of Appeals Minutes dated September 8, 2010.

9. **Receive and File** the Pekin Planning Commission Minutes dated September 8, 2010.
10. **Receive and File Pekin Planning Commission Hearings and Recommendations:**
- Hearing #10-1814– recommends the approval of the Site Plan as presented for a Used Car Lot located at 1201 N. 8<sup>th</sup> Street. PIN 04-04-35-131-007.
  - Hearing #10-1815– recommends the approval of the Special Use for a Used Car Lot located at 1201 N. 8<sup>th</sup> Street. PIN 04-04-35-131-007.
  - Hearing #10-1816– recommends the approval of the Site Plan for a Drive thru as presented for 8<sup>th</sup> Street Sweet Spot located at 211 N. 8<sup>th</sup> Street. PIN 04-04-35-330-001.
  - Hearing #10-1817– recommends the approval of the Special Use for a Drive thru for 8<sup>th</sup> Street Sweet Spot located at 211 N. 8<sup>th</sup> Street. PIN 04-04-35-330-001.
  - Hearing #10-1806– voted to Table and Continue the Public Hearing on October 13, 2010, the Special Use Request for a Cell Tower located at 3000 Court.

**ACTION:** Motion to approve all items listed on the Consent Agenda by Omnibus Vote.

**VOTE REQUIRED TO APPROVE CONSENT AGENDA**

**VIII. COMMUNICATIONS, PETITIONS, REPORTS**

**Public Hearing**

**DESCRIPTION:** Purpose of considering and hearing testimony as to the adoption of an ordinance authorizing the execution of an annexation agreement of a tract of property comprising approximately 110.09 + /- acres of land 14<sup>th</sup> and Koch Streets.

**ACTION:** Ordinance under New Business.

**Presentation**

**DESCRIPTION:** Mayor Dunn and Chamber of Commerce Executive Director Bill Fleming to unveil the proposed new Community Logo.

**IX. NEW BUSINESS**

**1. Ordinance No. 2628-10/11 – Approving Annexation Agreement (DK)**

**DESCRIPTION:** Agreement with Rick Evans provides for the development of property which includes property owner's responsibility for \$320,000 of the cost of Petri Lane extension. City to receive 5 acres south of Koch Street Service Center for expansion opportunities.

**ACTION:** Motion to adopt the Ordinance.

**VOTE REQUIRED**

**2. Ordinance No. 2629-10/11 – Providing for the Annexation of Certain Territory to the City of Pekin (DK)**

**DESCRIPTION:** incorporation of approximately 110.9 acres of a tract of land contiguous with the boundary of the City. As development occurs within the area additional property tax and potential sales tax will be realized.

**ACTION:** Motion to adopt the Ordinance.

**VOTE REQUIRED**



3. **Repair brick & exterior of Eastside Fire Station 3232 Court Street** (GR)  
*DESCRIPTION: approval of work to be performed by Summit Masonry Repair on a time and materials basis from an estimate of \$185,000.00.*  
  
*ACTION: Motion to approve the proposed work.*  
  
**VOTE REQUIRED**
4. **Fire Department Contract** (DK)  
*DESCRIPTION: Agreement between the City and Local #524 International Association of Firefighter for a 5 year contract May 1, 2011 – April 30, 2016. Negotiated were wages, health insurance, and increased in residency radius.*  
  
*ACTION: Motion to approve the Agreement.*  
  
**VOTE REQUIRED**
5. **Resolution No. 71-10/11 – Establishing a Time and Place for a Public Hearing to Consider a Tax Increment Financing Redevelopment Plan and Project for the Proposed South Industrial Park Conservation Area** (DK)  
*DESCRIPTION: provides for establishing November 22, 2010 at 5:30 p.m. to receive and hear comments concerning the proposed TIF Area.*  
  
*ACTION: Motion to adopt the Resolution.*  
  
**VOTE REQUIRED**
6. **Award the bids for the Parkway Drive Pedestrian Signals Project.** (JW)  
*DESCRIPTION: bids were opened on September 21, 2010 at 2:00 p.m. Three electrical companies submitted bids for the project to install mast arms, traffic signal head, for crossing at Coal Miners Park.*  
  
*ACTION: Motion to approve the bid in the amount of \$45,385.32 and award the contract to Oberlander Electric.*  
  
**VOTE REQUIRED**
7. **Site Plan** (JW)  
*DESCRIPTION: Recommendation of the Pekin Planning Commission to approve a Site Plan for a Used Car Lot located at 1201 N. 8<sup>th</sup> Street. PIN 04-04-35-131-007.*  
  
*ACTION: Motion to approve the Site Plan.*  
  
**VOTE REQUIRED**
8. **Special Use** (JW)  
*DESCRIPTION: Recommendation of the Pekin Planning Commission to approve the Special Use for a Used Car Lot located at 1201 N. 8<sup>th</sup> Street. PIN 04-04-35-131-007.*  
  
*ACTION: Motion to approve the Special Use.*  
  
**VOTE REQUIRED**

9. **Site Plan** (JW)  
**DESCRIPTION:** Recommendation of the Pekin Planning Commission to approve the Site Plan for a Drive thru for 8<sup>th</sup> Street Sweet Spot located at 211 N. 8<sup>th</sup> Street. PIN 04-04-35-330-001.  
**ACTION:** Motion to approve the Site Plan.  
**VOTE REQUIRED**
10. **Special Use** (JW)  
**DESCRIPTION:** Recommendation of the Pekin Planning Commission to approve the Special Use for a Drive thru for 8<sup>th</sup> Street Sweet Spot located at 211 N. 8<sup>th</sup> Street. PIN 04-04-35-330-001.  
**ACTION:** Motion to approve the Special Use.  
**VOTE REQUIRED**
11. **Equipment Purchase** (JW)  
**DESCRIPTION:** approval to purchase a dump truck for the Street Department.  
**ACTION:** Motion to approve the purchase in the amount of \$ .  
**VOTE REQUIRED**
12. **DCEO Grant Agreement** (DK)  
**DESCRIPTION:** Acceptance of grant applied for 2009 Street Maintenance Reimbursement in the amount of \$125,000 from Illinois Department of Commerce and Economic Opportunity.  
**ACTION:** Motion to approve the agreement.  
**VOTE REQUIRED**
13. **Tazewell-Mason Counties Special Education Association 2010-2011 Transportation Agreement** (GR)  
**DESCRIPTION:** terms of agreement for transporting to Schramm School from June 15, 2010 – June 14, 2011. Terms: rate of \$48.00 per trip, per bus within City of Pekin and \$113.00 outside City limits.  
**ACTION:** Motion to approve the agreement.  
**VOTE REQUIRED**
14. **Tazewell-Mason Counties Special Education Association 2010-2011 Transportation Agreement** (GR)  
**DESCRIPTION:** terms of agreement for transporting to Rankin School from June 15, 2010 – June 14, 2011. Terms: rate of \$78.00 per trip, per bus within City of Pekin and \$144.00 outside City limits.  
**ACTION:** Motion to approve the agreement.  
**VOTE REQUIRED**

- X. **ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL**  
Council Members  
Staff  
Public Questions  
Press Time

**XI. EXECUTIVE SESSION**

*5 ILCS 120/2 (c) (11.) Pending Litigation and (5) Acquisition of Property.*

**XII. ADJOURNMENT**

*With no further action to come before the Council the Mayor declares meeting closed in open session.*

**NO VOTE REQUIRED**

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**PROCEEDINGS OF THE REGULAR MEETING  
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,  
HELD IN THE COUNCIL CHAMBERS OF CITY HALL  
111 SOUTH CAPITOL STREET  
ON MONDAY, SEPTEMBER 13, 2010 AT 5:30 O'CLOCK P.M.  
RUSTY L. DUNN, MAYOR PRESIDING**

**PRESENT: COUNCIL MEMBERS, BLANCHARD, BARRA, KORTKAMP, SCHMIDGALL,  
STRAND, AND DUNN**

**ABSENT: COUNCIL MEMBER ABEL**

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The **Pledge of Allegiance** was led by Mayor Dunn.

**Roll** was called and all Council Members were present.

**AGENDA**

**Motion by Council Member Schmidgall, seconded by Council Member Strand, that the agenda be approved as presented.** On roll call vote, all present voted Aye.

**MINUTES**

**Motion by Council Member Schmidgall, seconded by Council Member Kortkamp, that the minutes of the Regular City Council Meeting of August 23, 2010 be approved as written.** On roll call vote, all present voted Aye.

**PUBLIC INPUT**

Don Taylor, 207 Schramm Drive, addressed the Council on his request for a 2<sup>nd</sup> Ham Radio Tower at his residence under Unfinished Business. He stated he brought in the site plan and had from his neighbor a letter supporting his request. Council Member Kortkamp questioned if the old tower would ever be taken down. It was Mr. Taylor's intention to utilize both towers.

**CONSENT AGENDA**

**Motion by Council Member Kortkamp, seconded by Council Member Barra, that the Consent Agenda be approved as presented.** The following were presented for consideration of the Consent Agenda items by Omnibus Vote. Mayor Dunn made clarified that Murry J. Brian appointment would be made to the Airport Commission at the next meeting not to the Sister City Committee as indicated in the resolution presented.

- 1. Receive and File Monthly Reports and Minutes:** Unapproved Liquor Commission Minutes  
dated August 26, 2010, Fire Department August Report, Police Department August Report, and  
Tazewell County Animal Control August Report.
- 2. Charitable Solicitation:** Benefit Dean Culp October 2, 2010  
Pekin Lions Club Annual Candy Day Weekend October 15 and 16, 2010  
Karla Searey Rinaldo Benefit  
Toys For Tots Marine Reserves September 25, 2010
- 3. Resolution No. 65-10/11 –** Appointments of the following named persons to the Sister City Of Pekin Committee Dale Holzwarth , Lynette Woelfle Steger, ~~Murry J. Brian~~, Ingrid E. Smith, Roy E. Bockler, Michelle Teheux, Hendrikus Teheux, DeeAnna Guerra, and Alan McLouth.

4. **Resolution No. 66-10/11** – Appointment of Leigh Ann Matthews to the RWBP Covenants Committee and reappointments of Joseph Wuellner, Sergio Becerra, and Paul Desjardins.
5. **Resolution No. 67-10/11** – Appointment of John Abel to the Tri-County River Valley Development Authority.
6. **Resolution No. 68-10/11** – Approval of Plat of Survey 830 Brenkman Drive at Lakecrest Drive.

On roll call vote, all present voted Ayes,

#### **COMMUNICATIONS, PETITIONS, REPORTS**

Employee Bill Hill was not available for the **RETIREMENT RECOGNITION** by his supervisor Greg Ranney.

Mark Werner announced the details of the 11<sup>th</sup> Annual **RIVER SWEEP**, Saturday, September 18, 2010. Registration and T-shirts would be available at 8:30 a.m. at the Pekin Boat Club. Mr. Werner encouraged the community to volunteer to help cleanup the riverfront area along with participants from the ROTC and students from Broadmoor School.

Lynette Steger, member and facilitator of the **SISTER CITY COMMITTEE** presented background as to the committee formation, why the City of Ettenheim Germany was chosen to be Pekin's first Sister City, and the plans for the members to pursue. She stated membership in the National Organization was \$510 which included recognition of awards and participation in scholarships which the Pekin Community High School exchange students could benefit from. Announcement was made that the meeting of the appointed members would be on September 29, 2010 @ 7:00 p.m. in the Library meeting room.

**A PUBLIC HEARING** was opened by Mayor Dunn at 5:44 p.m. for the purpose of discussing the sale of municipally owned property to JPG Commercial Real Estate, LLC being Lot 5 in Block 90 and Lot 4 in Block 90 of Original Town commonly known as 500 Margaret Street. The notice of sale was properly published in the Pekin Daily Times on August 28, 2010. City Manager Dennis Kief spoke to the Council regarding the contract from Jeff Graves to pay \$30,000 and convert an underutilized small parking lot (0.196 acres (90'x95')) into a banking ATM. There were no comments received from the public. The hearing was closed at 5:46 p.m.

#### **UNFINISHED BUSINESS**

Motion by Council Member Kortkamp, seconded by Council Member Barra that the **SPECIAL USE FOR A HAM RADIO TOWER** at 207 Schramm Drive, be approved. In order to solicit additional information in the Commission's decision, the consideration was tabled from the Council meeting of August 26, 2010. Council was advised by Attorney Dancy that the recommendation of the Planning Commission was to deny the request based on the esthetics of 2 towers in the residential area. It was felt the request was out of character with the neighborhood. Council questioned the limit, requirements, and appeals process for towers. Mr. Taylor again addressed the Council and stated 34 letters of notification were sent to the surrounding neighbors with no response of opposition received. On roll call vote, all present voted Aye.

#### **NEW BUSINESS**

##### **ORDINANCE NO. 2626-10/11** **ACCEPTING A CONTRACT FOR SALE OF REAL ESTATE AND** **AUTHORIZING THE SALE OF MUNICIPALLY OWNED REAL ESTATE** **WITHIN THE CITY OF PEKIN**

Motion by Council Member Barra, seconded by Council Member Blanchard, that Ordinance No. 2626-10/11 be adopted. Authorizes the sale to Jeff Graves in the amount of \$30,000 for the purpose of converting an underutilized small parking lot (90'X95') at 500 Margaret Street and developing as a banking ATM. On roll call vote, all present vote Aye.

**RESOLUTION NO. 69-10/11**  
**AMENDMENT TO RETIREMENT HEALTH SAVINGS PLAN**  
**ADOPTED ON JULY 12, 2010 BY RESOLUTION NO. 56-10/11**

Motion by Council Member Barra, seconded by Council Member Kortkamp, that Resolution No. 69-10/11 be adopted. Sarah Newcomb, Human Resources Director presented the recommendation to revise the language in the RHS Plan managed by ICMA Vantagecare to provide in the event of a participant's death the unused sick time funds would remain in the Trust to be allocated among all Plan Participants not revert to the employer. The invested funds were to pay future health care premiums or qualified medical as approved August 23, 2010 in the administrative agreement. Discussion followed on spouse and/or covered dependents as beneficiary. On roll call vote, all present vote Aye.

**ORDINANCE NO. 2627-10/11**  
**AMENDING TITLE 5-1A-3-3 OF THE CODE OF THE CITY OF PEKIN 1995**  
**REGARDING LITTER CONTAINERS**

Motion by Council Member Barra, seconded by Council Member Blanchard, that Ordinance No. 2627-10/11 be adopted. Greg Ranney Director of Solid Waste explained that the ordinance amends the litter container section of the Code for waste collection available to citizens through the City purchase from \$50 for 95 gallon toter to \$60.00 and \$35 for 35 gallon toter to \$40 to cover the cost of the containers. The language for rental of containers was deleted to comply with the end of the lease program. The Council Member Barra made the community aware that the container could be purchased anywhere as long as the bar fit the City truck for pickup and that toters were mandatory. On roll call vote, all present vote Aye.

Motion by Council Member Schmidgall, seconded by Council Member Strand, that the **AGREEMENT WITH TAZEWELL COUNTY FOR RECYCLING GRANT** in the amount of \$67,000.00 be approved. Council was informed that the dollars were used in support and connection of the County Recycling Program and continue to educate students of the benefit to recycle. On roll call vote, all present voted Aye.

Motion by Council Member Blanchard, seconded by Council Member Barra, that the **CITY OF PEKIN POSITION STATEMENT ON DIVERSITY, EQUALITY, AND HUMAN RIGHTS**, be approved. Community Development Director Pam Anderson advised the Council of the Human Rights Committee's key accomplishment in writing a statement that clearly defined an official stance on diversity and equality. The statement was read aloud and incorporated into the minutes as follows:

City of Pekin's Position on Diversity, Equality, and Human Rights

The City of Pekin is a progressive community that recognizes the fundamental equality of all individuals and thus strives to ensure equality of opportunity for all.

The City of Pekin DOES NOT tolerate prejudicial or discriminatory treatment of any person, whether a resident or visitor, within the Pekin community.

The City of Pekin DOES apply a standard of equitable practices and fair treatment toward every individual, regardless of one's demographic characteristics or background.

The City of Pekin WILL continue to proactively uphold an environment of respect, dignity, and mutual understanding among diverse groups and individuals, via education, dialogue, and community activities.

Pekin welcomes people of varied backgrounds and their contributions to the City –  
*a community made stronger by the presence of diversity.*

Council Member Blanchard questioned the use of the word "progressive" and submitted "open minded" to replace progressive he interpreted as meaning liberal. Discussion followed. Member Shanna Shipman addressed the Council on the Committee's task to promote increased public awareness of the City's position respecting diversity, equality, and human rights issues. Review was done on each word to fully capture a statement that the City will not tolerate prejudice. On roll call vote, Ayes, Schmidgall, Strand, Kortkamp, Barra, and Mayor Dunn; Nay, Blanchard. Motion Carried.

Motion by Council Member Blanchard, seconded by Council Member Kortkamp, that the **AGREEMENT WITH PEKIN HOUSING AUTHORITY FOR COMMUNITY DEVELOPMENT BLOCK GRANT COORDINATOR** be approved. Council was advised that the agreement was renewal of consulting contract with PHA. The contract provided for an amount of \$2,000.00 be paid per month. Present coordinator was Mike Lutz. On roll call vote, all present voted Aye.

Motion by Council Member Strand, seconded by Council Member Kortkamp, that the **CONTRACT WITH PINKOSKI & COMPANY** to conduct a Hotel Feasibility Study be approved in an amount not to exceed \$11,500.00. Economic Development Director recommended the approval of Pinkowski & Company to conduct a study to evaluate quality/quantity of existing hotel rooms. Six proposals were received and reviewed to obtain the facts and figures to share with interested hotel developers. On roll call vote, Ayes, Schmidgall, Strand, Kortkamp, Barra, and Mayor Dunn; Nay, Blanchard. Motion Carried.

#### **ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL**

Council Members congratulated the community and expressed appreciation for a successful Marigold Festival and a meaningful 9-11 Ceremony. Council Member Strand invited the community to a Ribbon Cutting for the addition to the children's Advocacy Center on October 7, 2010 @ 4:00 p.m. Mayor Dunn announced the Annual Community Update Meeting, Golf Outing, and Steak Fry would be held on Thursday, September 16, 2010 at Pekin Insurance Lodge. Council Member Blanchard requested that the community be made award of the provisions of the Code for election sign compliance.

Marg Melchers, 1821 Highwood, informed Council of the ceremony that was held in the presence of Astronaut Scott Altman renaming Sunset Grade School in his honor. She again suggested the Council pursue naming a street in his honor.

Bill Fleming, Executive Director of the Chamber of Commerce expressed appreciation for the hundreds of volunteers for the Marigold events.

Kay Lock, 709 South 3<sup>rd</sup> Street, reported to the Council the condition that her yard was in as a result of the foreclosure and vacancy of the next-door residence. She requested the City's help in the cleanup of the garbage and abandoned appliances.

#### **EXECUTIVE SESSION**

Motion by Council Member Strand, seconded by Council Member Blanchard, that the Council move to Executive Session at 6:45 P.M. to discuss: 5 ILCS 120/2 (c) 11. Litigation and 5 ILCS 120/2 (c) 2. Collective Bargaining. On roll call vote all present voted Aye.

No further business to come before the Council, in open session, Mayor Dunn called the meeting closed.

**COUNCIL ADJOURNED AT 7:08 P.M.**

Sue E. McMillan  
City Clerk

**CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES  
SEPTEMBER 3, 2010 @ 8:30 a.m.  
CITY HALL CONFERENCE ROOM**

PRESENT: Ted Miller, Denny Kief, Kurt Nelson, Tim Gillespie, Will Taylor, Joe Wuellner, Bill Scarcliff. Also present: Lee Ann Wrhel.

Jeffrey and Denise Rendon, 2004 Independence (353-5079), Aleta Hoff, 1717 Florence and Mike Murfin, 1712 Holiday, attended the meeting to discuss the safety of students walking on Sheridan Road to Edison Junior High. Mrs. Rendon spoke for the group. The safety concern for the students is that vehicles parked on Sheridan cause children to have to walk out in the street around them as .45 of a mile of Sheridan Road does not have sidewalks. The students also walk along a beauty college, apartment complex (where registered sex offenders live) and a strip mall that includes a convenience store/gas station and a vehicle glass repair shop. There is a school bus that goes down Sheridan Road from Hawthorne and drives past Holiday and Florence. Mrs. Rendon stated that the city could lobby IDOT to deem the area a "serious safety hazard". It is noted that students are currently given the option to ride the bus for a fee of \$55 per semester. It was further noted that she does not have a student attending Edison Junior High, however, about 10 days ago she had a close call by nearly hitting a child that was walking on Sheridan Road to Edison School.

Denny will discuss this with the School District and Greg Ranney and get back to her.

**Old Business:**

None

**New Business:**

1. *Speed Limit – Broadway Near Veteran's Drive*  
The subject of the speed limit on Broadway has come up again. In June of 2009 this was discussed by City Council and they decided to leave the speed limits in place. The committee again discussed this subject. Denny made a motion to leave the area as is. The motion was seconded by Tim. All in favor.
2. *Speed of Traffic – 1700 Block Market Street*  
Chad Camp, 1703 Market Street (635-8088) contacted the committee with concerns of speeding traffic on Market in the area of 17<sup>th</sup> Street. The Police Department has had the speed trailer at that location and will continue to monitor the location through enforcement. Market Street is a through street and there is a stop sign in place on 17<sup>th</sup> Street.
3. *Citizen Representative*  
Tim reported that even though he is employed full-time right now, he will continue to attend the committee meetings.



Around the Table

Tim reported that there appears to be overweight construction trucks traveling to and from the new subdivision off Redwood.

Joe reported that Sheridan Road from Parkway to 8<sup>th</sup> Street is scheduled for overlay.

In further discussion of the pedestrian (school children) situation on Sheridan Road, Joe will pursue the possibility of a bike lane.

Respectfully Submitted,  
Lee Ann Wrhel

**NEXT REGULAR MEETING OCTOBER 1, 2010 @ 8:30 A.M.**

WHEREAS; Stem Cells have been scientifically & medically proven to save lives and to reduce the cost of lifesaving treatments and

WHEREAS; Many researchers (including Dr. Craig Cady, a stem cell research scientist and professor of Biology at Bradley University) believe that stem cell research has the potential to dramatically affect or to actually cure such debilitating diseases as Ovarian Cancer, Lou Gehrig's Disease, Alzheimer's Disease, Juvenile Diabetes and Parkinson's Disease and

WHEREAS; There are many different kinds of stem cells and locations in the human body in which they can be harvested, i.e., adult stem cells can be harvested from bone marrow, skin, fat, and corneas of the eyes. Cord blood stem cells can be harvested from umbilical cords and placentas after giving birth and are more primitive. These cells can be "coaxed" into becoming a "certain type" of stem cell, and lastly, embryonic stem cells which are very primitive and the least studied of all stem cells and

WHEREAS; To avoid the moral and ethical complications which surround embryonic stem cells, our group: The Umbilical Cord Blood Collection Team includes members of the major Parkinson's Disease support groups which are committed to raising awareness through education and advising expectant mothers of the opportunity to make their birth experience even more fulfilling by providing the very desperately needed stem cells for research.

NOW, THEREFORE, BE IT RESOLVED that I, RUSTY L. DUNN, Mayor of the City of Pekin, Tazewell County, Illinois, do hereby proclaim that Wednesday, October 6th, 2010 is to be known as

"STEM CELL AWARENESS DAY"

in the City of Pekin, Illinois and urge expectant parents to consider donating (at no charge to themselves) their umbilical cord blood after delivery of their child to research.

ADOPTED this 27th day of September, in the Year of Our Lord, Two Thousand and Ten.

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RUSTY L. DUNN  
Mayor

ATTEST:

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SUE E. McMILLAN  
City Clerk



September 10, 2010

Rusty Dunn, Mayor  
City of Pekin  
111 S. Capitol  
Pekin, IL 61554

Dear Mayor Dunn,

I am writing on behalf of the Pekin Kiwanis Club to request permission to conduct our annual Peanut Day solicitation on Friday, November 5, 2010.

The city clerk's office has reserved a spot on the city calendar pending your approval. We will be soliciting donations outside of six local businesses for that one day only. Thanks for your consideration, Mayor Dunn.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey A. Lange", written over a horizontal line.

Jeffrey A. Lange  
Pekin Kiwanis Club

RESOLUTION NO. 70-10/11

PEKIN, ILLINOIS, September 27, 2010 19

RESOLUTION BY COMMISSIONER

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:

the Mayor's appointment of Murray J. Brian to the Airport Commission to fill the unexpired term of Lillard Hedden until the First Monday in May, 2012 is hereby approved.

603 South 6<sup>th</sup> Street

346-3348

[mbrian@brianag.com](mailto:mbrian@brianag.com)

SIGNED BY

MAYOR.



## **Application for Appointment to a City Commission, Board, or Committee**

*The City of Pekin welcomes your interest in an appointment to a commission, board, or committee. These organizations are intended to help city government deliver high quality programs and services to the residents of our community and to our visitors. Broad community representation on these groups is crucial to their effectiveness. You must be a City resident to serve.*

**Your Name:** Murray J. Brian

**Your Address:** 603 South 6th St.

**Your Telephone Number:** 309-346-3348

**Your E-Mail Address:** mbrian@brianag.com

**Your Work Telephone Number:** 309-346-3348

**You are interested in serving on which commission, board, or committee?**

Airport Commission

**Why are you interested in serving?**

I have been associated with the Pekin airport and General Aviation for approximately 30 years. I am interested in the success of the airport.

**What qualifications do you have to serve? A resume is not required, but if you have one please attach it to this application.**

I have operated Brian Ag Aviation from the airport for over 30 years. I have attended the commission meetings regularly so I am aware of the challenges being faced at the local, state level. I currently hold a commercial pilots license, an A&P license and have Inspection Authorization from the FAA.

I was a the Dept. Chairman and Vocational Coordinator for all Vocational Programs at Pekin High School, including budgets and personnel for the last 10 of my 32 years there.

**What happens next?**

Your application will be evaluated by the Mayor, the City Manager, and the department head who works most closely with the commission, board, or committee. If you are selected, the Mayor will propose your appointment at a meeting of the Council subject to ratification by the Council. We will let you know of our decision before the meeting takes place.

## AIRPORT COMMISSION

3:00 P.M. 2ND WEDNESDAY OF THE MONTH (MUNICIPAL AIRPORT)

FREDRIC WOLDOW  
1307 LEE AVENUE  
MORTON, ILLINOIS 61550  
578-7005  
263-5522 ..... TERM ENDS FIRST MONDAY IN MAY, 2013  
Woldow\_Ric\_A@cat.com

CHARLES R. THOMAS  
12 CHERRY HILLS DRIVE  
353-1214  
417 COURT STREET  
347-4194 ..... TERM ENDS FIRST MONDAY IN MAY, 2013

MURRAY J. BRIAN  
603 SOUTH 6<sup>TH</sup> STREET  
346-3348 ..... TERM ENDS FIRST MONDAY IN MAY, 2012  
mbrian@brianag.com

MICHAEL D. REED  
2203 FAHANDERS DRIVE  
847-757-8409 (CELL)  
319-620-8008 ..... TERM ENDS FIRST MONDAY IN MAY, 2012  
nbumike@gmail.com

ROBERT EHRICH  
1400 N. 4<sup>TH</sup> STREET  
347-4394 ..... TERM ENDS FIRST MONDAY IN MAY, 2011

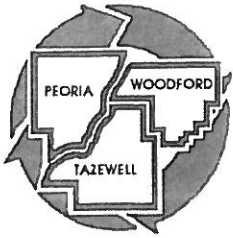
## BID TABULATIONS

### PARKWAY DRIVE PEDESTRIAN SIGNALS

OPENING SEPTEMBER 21, 2010 @ 2:00 P.M.

| NAME & NUMBER     | ADDRESS | BID BOND     | BASE BID    |
|-------------------|---------|--------------|-------------|
| OBERLANDER        |         | \$10,000,000 | \$45,385.32 |
| ADVANCED ELECTRIC |         | \$25,000,000 | \$45,949.90 |
| LASER ELECTRIC    |         | \$1,000,000  | \$59,098.29 |
|                   |         |              |             |
|                   |         |              |             |
|                   |         |              |             |
|                   |         |              |             |
|                   |         |              |             |

ESTIMATE \$65,559.75



## TRI-COUNTY REGIONAL PLANNING COMMISSION

211 FULTON STREET • SUITE 207 • PEORIA, IL 61602

PHONE: 309-673-9330 • FAX: 309-673-9802

[www.tricountyrpc.org](http://www.tricountyrpc.org)

September 7, 2010

Dear Mayor Dunn,

Congratulations! The Petri Lane Extension project submitted by the City of Pekin has been chosen to receive Surface Transportation Urban (STU) funding through the Peoria-Pekin Urbanized Area Transportation Study. The project is considered to be regionally significant and critical to the metropolitan area's transportation infrastructure. The project has been funded at 56.5% of its construction costs, not to exceed \$777,368. If there are any additional STU funds that become available, the percentages could be brought up to 70%. It is understood that the city will forfeit the STU funds previously allocated for the El Camino Dr project and use those funds (\$560,000) to construct Petri Lane. The city can utilize these funds starting in Fiscal Year 2012 (July 1, 2011). As indicated in the motion approved by the PPUATS committees, the city must pass a new resolution supporting the match. Please submit that to me by *October 13, 2010*.

Please coordinate with IDOT – District 4, Division of Local Roads to work out the details for receiving your awarded funds. The Transportation Improvement Program will need to be amended to accommodate this change in projects for the FY 2012 STU funds. The City of Pekin's PPUATS Technical representative will be expected to give annual updates on the progress of the Petri Lane Extension project until the project has been completed. The project shall be constructed with all the amenities that have been detailed within your application. I appreciate all the cooperation by your staff and affiliates including Joe Wuellner, Mike Guerra, and Denny Kief.

Sincerely,

Lindsay Wallace

Tri-County Regional Planning Commission

Cc: Dennis Kief, City of Pekin  
Joe Wuellner, City of Pekin  
Tony Sassine, IDOT-District 4



Pekin Zoning Board of Appeals  
September 8, 2010

Present:

Mary Lanane  
Ron Boehm  
Gary Sciortino, Vice Chairman  
Marilyn Kelso

Absent:

David Moehring, Chairman  
Michael Walker  
Bob Barra

Staff Present: Ron Sieh, Attorney Burt Dancey

Gary Sciortino, Vice Chairman led the pledge of allegiance.

Gary Sciortino, Vice Chairman called regular meeting of the Zoning Board of Appeals to order.

Roll call was taken and a quorum declared.

Gary Sciortino, Vice Chairman asked for approval of the Agenda.

**MOTION** by Marilyn Kelso seconded by Mary Lanane to approve the Agenda as presented. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

Gary Sciortino, Vice Chairman asked for approval of the August '2010 Meeting Minutes.

**MOTION** by Mary Lanane seconded by Ron Boehm to approve the August '2010 Minutes as presented. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

**Correspondence:** 10 Letters were mailed for the Hearing request. No Correspondence.

---

Hearing #1: James & Lisa Shaw, Owners, a 4' variance per one side and back of the property to allow a Swimming Pool closer than allowed to the lot line, which will also add to the current 35% coverage that has already been exceeded in an R-3 (Single Family Residential) currently not allowed in the Zoning Code at 1707 Parish Avenue.

Open Public Hearing: 5:24PM

James & Lisa Shaw presented their case and remained for questions.

Close Public Hearing: 5:28PM

**MOTION** by Ron Boehm seconded by Mary Lanane to **Approve** the 4' variance per once side and back of the property to allow a Swimming Pool closer than allowed to the lot line. On roll call vote, all present voted **AYE**.

---

**MOTION** by Mary Lanane seconded by Ron Boehm to adjourn the meeting. On roll call vote, all present voted **AYE**.

Meeting Adjourned at 5:30pm

Juanita VanBuskirk, Secretary  
Zoning Board of Appeals

Pekin Planning Commission Minutes

September 8, 2010

Present:

Jim Jones

Bill Craig, Chairman

Dick Cohenour

Scott Plotner, Vice Chairman

Don Hild

Ron Knautz

Steve Huey

Absent:

Jim Bradshaw

Chairman Bill Craig led the Pledge of Allegiance.

Chairman Bill Craig introduced new member Daryl Dagit who is replacing Kyle Peebles.

The regular meeting of the Pekin Planning Commission was called to order and a quorum was declared.

Staff Present: Ron Sieh, Joe Wuellner, City Attorney Burt Dancey.

Chairman Bill Craig asked for the approval of the Agenda.

**MOTION** by Jim Jones, Seconded by Ron Knautz to Approve the Agenda as presented. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Chairman Bill Craig asked for the Approval of the August minutes.

**MOTION** by Dick Cohenour, Seconded by Jim Jones to Approve the August minutes with the following change & addition: Hearing #10-1811 & 10-1812, first paragraph, replace the word "backyard" with "house" and in the fifth line after the first paragraph, completing the title of Zoning Board by adding "of Appeals". On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

City Council Action Report:

August 23, 2010 Council Meeting:

Received and filed the minutes from the August 11, 2010 meeting.

**Approved the following Hearings:** #10-1811 & 10-1812 / To deny the Site Plan and Special Use for a 2<sup>nd</sup> Communication Tower at 207 Schramm Drive.

Hearing #10-1813 / A Mutual Agreement that was reached with Affordable Auto Sales and Repair that an additional 20 x 53 Hard Surface has to be in place by October 1, 2010 along with striping of all hard surfaces for parking and the total cars that can be parked is increased and limited to 30 with the stipulation that the hard surface be in place first.

Discussion took place regarding Hearing #10-1811 & 10-1812. Burt Dancey clarified that the council Tabled Action and Special Use on the tower requesting more information from the Commission. The Site Plan was approved as recommended.

PPC Correspondence: No Correspondence.

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Application #1: Mark Goddard, Entrepreneur

Hearing #1(10-1814 & 10-1815): Site Plan and Special Use for a Used Car Lot located at 1201 N 8<sup>th</sup> Street with a Legal Description of Sec 35 T25N R5W Baileys Addn Lots 7 & 8 (Exc Hwy) Blk 9 NW ¼ and Pin #04-04-35-131-007 in Tazewell County, Illinois.

Open Public Hearing: 6:48pm

Mark Goddard, 211 N Parkway Dr, Pekin. Stated his case and remained for questions. He stated that he wants to sell used cars; hours would be 10-6pm, there would be 25-30 cars on the lot and only minor or emergency repairs would take place. Will be adding some landscaping to improve the aesthetic.

Dick Cohenour commented that the Site Plan striping showed parking for 14-15 cars. Feels 30 cars would be crowded. Stated concern with manner of parking.

Mark Goddard responded there would not be any stripping and parking would be in a row as with most car lots. Stated it's a large lot with plenty of room for 25-30 cars. Not adding to current lighting and does not plan to sell at Night because the light would not be sufficient for that purpose.

Steve Huey asked staff if there are any stipulations on the amount of cars per square foot.

Ron Sieh stated currently there are no stipulations, but the Commission needs to look at the number of entrances, the frontage of the lot is 100' which allows for 10 cars. Two rows would equal 20 cars from lot line to lot line, but they would also block the entrances onto the lot itself.

Scott Plotner inquired about signage.

Mark Goddard responded they would be using the existing post but has not decided what type of signage they would be using.

Daryl Dagit inquired about the height requirements for fences abutting Residential areas.

Ron Sieh stated code requires a 3-6' screening.

Close Public Hearing: 6:53pm

Site Plan Review Committee:  
Don Hild, Chairman

Don Hild stated there was no Subcommittee meeting. He turned it over to the Commission for discussion.

Jim Jones stated a concern referring to a possible corner obstruction. Referenced the Car Lot at 18<sup>th</sup> & Court as an example of view obstruction for

Motorist due to the parking of vehicles clear to the corner. Suggested a 15' setback on a 45 degree angel to prevent obstruction at the corner of Chestnut & 8<sup>th</sup> Street.

Ron Sieh stated that the Zoning Code states he has to meet a 25' setback on the corner which would cover the obstruction problem.

**Motion** by Don Hild, seconded by Scott Plotner to Approve the Site Plan as presented. On Roll Call Vote. All Present Voted **AYE**.

Special Use Review Committee:  
Steve Huey, Chairman

Steve Huey stated there was no Subcommittee meeting. He turned it over to the Commission for discussion with no recommendations.

**MOTION** by Jim Jones, Seconded by Ron Knautz to Approve the Special Use. On Roll Call Vote. All Present Voted **AYE**.

---

Application #2: Frank & Lisa Stetler, Owners

Hearing #2(10-1816 & 10-1817): Site Plan and Special Use for a Drive thru for 8<sup>th</sup> Street Sweet Spot located at 211 N 8<sup>th</sup> Street with a Legal Description of Original Town SW ¼ Sec 34 Sub lot B of Block 102 and Pin #04-04-35-330-001 in Tazewell County, Illinois.

Open Public Hearing: 7:03pm

Frank Stetler, 5105 Hanna City Glasford Rd, stated his case and remained for questions. Plans are to provide convenience for Ice Cream and Phone in orders only for food. Moving the walkway out 4' and then putting an 8-12' addition on the Southside of the building. It will be similar to the Dairy Queen drive thru in Creve Couer.

Close Public Hearing: 7:07pm

Dick Cohenour inquired what the barrier would be between the parking lane and the drive thru.

Frank Stetler stated he planned on placing a guard rail and raised curb to prevent cars from entering into the waiting cars in the drive thru.

Dick Cohenour asked if the parking in the front was going to be eliminated.

Ron Sieh stated the parking in front of the building is beyond Mr. Stetlers control.

Special Use Review Committee:  
Steve Huey, Chairman

Chairman Steve Huey stated there was no Sub-Committee meeting and turned it over to the Commission.

Ron Knautz asked Staff how many parking spots were required for this business.

Ron Sieh responded two because it is not a sit down restaurant.

Daryl Dagit suggested that a walkway be placed as part of the barrier between the parking and drive thru and will provide safe walking for patrons exiting the vehicles to approach the building instead of walking thru the parking lot.

**MOTION** by Don Hild, Seconded by Dick Cohenour to approve the Site Plan as presented for the Drive Thru. On Roll Call Vote. All Present Voted **AYE**.  
**Motion Approved.**

Special Use Review Committee:  
Steve Huey, Chairman

**MOTION** by Jim Jones, Seconded by Steve Huey to approve the Special Use for the Drive Thru. On Roll Call Vote. All Present Voted **AYE**. **Motion Approved.**

---

Application #3: Ben Russell, Representative for AT&T Mobility

Hearing #3(10-1806): Special Use for Cell Tower located at 3000 Court Street with a Legal Description of Sunset Hills Ext #10 Lot 10 and Pin #10-10-012-217-005 in Tazewell County, Illinois.

Open Public Hearing:

Close Public Hearing:

Special Use Review Committee:  
Steve Huey, Chairman

Ron Sieh updated the Commission as to why this Hearing needed tabled again. Information was not received until 2:30-3pm on Tuesday which did not allow sufficient time for Ben Russell to speak with AT&T on the proposed cost. The information was supposed to be received 3 weeks ago from Steve Thompson. The Commission will have a total of 3 intermod studies for this project from AT&T. The cost came in at \$177,000 to rectify the situation. AT&T offered \$5,000.

Bill Craig inquired if this project meets all requirements. Engineering Study and meeting Code.

Ron Sieh confirmed all requirements have been met.

Attorney Burt Dancey also confirmed all requirements have been met.

**MOTION** by Chairman Bill Craig, Seconded by Scott Plotner to Table and continue the Public Hearing on October 13, 2010. On Roll Call Vote. All Present Voted **AYE**. **Motion Approved.**

---

Informal Business: Ron Sieh reminded the Commission they need to read and review the Check List provided because it correlates with problems with Site Plans presented for the Hearings recognized by Staff.

Ron Sieh presented the Site Plan for the Proposed Annexation and Zoning Assignment of land on the corner of Koch and S 14<sup>th</sup> Street.

Meeting adjourned at 7:40pm.

---

Juanita K VanBuskirk, Secretary  
Pekin Planning Commission

Pekin Planning Commission  
September 8, 2010

HEARING #10-1814

The Pekin Planning Commission recommends the Approval of the Site Plan as presented for a Used Car Lot located at 1201 N 8<sup>th</sup> Street to the Pekin City Council.

\_\_\_\_\_  
Bill Craig, Chairman

\_\_\_\_\_  
Scott Plotner, Vice Chairman

Pekin Planning Commission  
September 8, 2010

HEARING #10-1815

The Pekin Planning Commission recommends the Approval of the Special Use for a Used Car Lot located at 1201 N 8<sup>th</sup> Street to the Pekin City Council.

\_\_\_\_\_  
Bill Craig, Chairman

\_\_\_\_\_  
Scott Plotner, Vice Chairman



Pekin Planning Commission  
September 8, 2010

HEARING #10-1816

The Pekin Planning Commission recommends the Approval of the Site Plan for a Drive thru as presented for 8<sup>th</sup> Street Sweet Spot located at 211 N 8<sup>th</sup> Street to the Pekin City Council.

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Bill Craig, Chairman

---

Scott Plotner, Vice Chairman

Pekin Planning Commission  
September 8, 2010

HEARING #10-1817

The Pekin Planning Commission recommends the Approval of the Special Use for a Drive thru for 8<sup>th</sup> Street Sweet Spot located at 211 N 8<sup>th</sup> Street to the Pekin City Council.

\_\_\_\_\_  
Bill Craig, Chairman

\_\_\_\_\_  
Scott Plotner, Vice Chairman

Pekin Planning Commission  
September 8, 2010

HEARING #10-1806

The Pekin Planning Commission voted to Tabled and Continue the Public Hearing on October 13, 2010, the Special Use Request for a Cell Tower located at 3000 Court.

\_\_\_\_\_  
Bill Craig, Chairman

\_\_\_\_\_  
Scott Plotner, Vice Chairman

# CERTIFICATE OF PUBLICATION

## THE PEKIN DAILY TIMES

Gregg Ratliff, Publisher

Pekin, Illinois, Sept. 8 20 10

149748

### LEGAL NOTICE

#### LEGAL NOTICE OF PUBLIC HEARING ON ANNEXATION ORDINANCES TO BE ADOPTED BY THE CITY COUNCIL AND MAYOR OF THE CITY OF PEKIN, ILLINOIS

On September 27, 2010 at 5:30 P.M., a public hearing will be held by the Mayor and City Council of the City of Pekin, Illinois, in the Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois, for the purpose of considering and hearing testimony as to the adoption of an ordinance under the provisions of 65 ILCS 5/7-1-13 authorizing the execution of an annexation agreement and an ordinance providing for the annexation to the City of Pekin, Illinois, of a tract of property comprising approximately 110.09 +/- acres of land legally described as follows:

Tract #1  
10-10-11-105-023  
Section 11 T24N R5W, E 20' of E of NW (EXC 1374') .59 acres  
Tract #2  
10-10-11-105-024  
Section 11 T24N R5W E of NE of NW (EXC N 830') .25 acres  
Tract #3  
10-10-11-105-022  
Section 11 T24N R5W 2.25 acre tract lying in S of NE of NW  
Tract #4  
10-10-11-105-028  
Section 11 T24N R5W SW NE (EXC RR & TWP) & SE NW (EXC NWLY TRACT) 69.95 acres  
Tract #5  
10-10-11-105-030  
Section 11 T24N R5W PT S of NE of NW & SLY PT of NW 1/4 of NE (EXC RR & NWLY TRACT) 25.15 acres  
Tract #6  
10-10-11-200-010  
Section 11 T24N R5W S 1400' of W 100' of W of NE 3.22 acres  
Tract #7  
10-10-11-200-011  
Section 11 T24N R5W SLY 420' Strip of W 100' of W of NW of NE .96 acres  
Tract #8  
10-10-11-200-003  
Section 11 T24N R5W S 5.43 acre parcel N W NE 5.43 acres  
Tract #9  
10-10-11-200-006  
Section 11 T24N R5W E 20' of N 830' of E NW ; also N 830' of W 100' of W NE 2.29 acres

Commonly known as the Evans Property South 14th Street and Koch Street.

It is proposed that the subject property be annexed to the City of Pekin pursuant to the provisions of Article 7, Division 1 of the Illinois Municipal Code (65 ILCS 5/7-1-1 et. seq and 5/7-1-13). The ordinances and a map of the subject property proposed to be annexed to the City are on file with the City Clerk.  
All interested parties are invited to attend the Council Meeting and any interested persons will be given an opportunity to be heard.

By Order of the Corporate Authorities of the City of Pekin, Illinois.

Dated: September 8, 2010  
CITY OF PEKIN  
By: Sue E. McMillan  
149748

9/8

I hereby certify that I am the publisher of THE PEKIN DAILY TIMES and that the annexed notice was published 1 times in the Pekin Daily Times, a secular public newspaper of general circulation, printed and published daily, except Sunday, and legal holidays, for at least 1 year prior to the 8 day of Sept. 20 10 in the City of Pekin, Tazewell County, State of Illinois: that publication of said notice was made in said newspaper as follows:

the first on the 8 day of Sept. 20 10 ;  
the second on the        day of        20        ;  
the third on the        day of        20        ;  
the fourth on the        day of        20        ;

I further certify that the face of the type in which each publication of the said notice was made was the same as the body type used in the classified advertising in the issue of the said newspaper in which such publication was made.

I further certify that said newspaper is a newspaper as defined in 'An Act' to revise the law in relation to notices' as amended by Act approved July 17, 1959.-Ill. Revised Statutes, Chap. 100, Para. 1-10.

Gregg Ratliff  
Publisher of

THE PEKIN DAILY TIMES

Publication Fee, \$ 134.75  
Posters, Slips \$ 5.00  
Total \$ 139.75

By Felicia Canamone

Annex Evans Kochs 14th



## REQUEST FOR COUNCIL ACTION

**To:** Honorable Mayor and Members of the City Council

**CC:** Sue McMillan, City Clerk

**From:** Dennis Kief, City Manager (August 20, 2010)

### AGENDA ITEM: Public Hearing and Annexation Agreement for Petri Lane Development

**AGENDA DATE REQUESTED:** September 27, 2010

**ACTION REQUESTED:** Approval of Annexation Agreement

**BACKGROUND:** This is the continuation of two related positive developments that have occurred on the City's Southside over the past 10+ years. Those two are the establishment of a new east-west collector street (south of Koch Street and north of VFW Road) running between 2<sup>nd</sup> Street and 14<sup>th</sup> Street as well as coordinating with residential development in the same area.

In the 1996 City Comprehensive Plan, we identified the need for a new collector street between Koch Street and VFW Road. In 1998 the first section of this new collector street was constructed, Hanna Drive from 2<sup>nd</sup> Street east to the ICC (now CNN) Railroad. That project was partially funded by State (IDOT) and Federal (EDA) dollars. Earlier this year the Hanna Drive Extension from the railroad east to 5<sup>th</sup> Street running from the railroad east to 5<sup>th</sup> Street opened to traffic. Federal EDA dollars covered a significant portion of that cost.

In 2006 the City requested and received funding through PPUATS to evaluate possible alignments for a new collector street in this area. At that time (prior to the Hanna Drive Extension) the recommendation was to extend El Camino Drive west from 14<sup>th</sup> Street to 5<sup>th</sup> Street. In 2007 the City requested and received \$560,000 from PPUATS to partially fund that El Camino Drive construction.

Since that funding was received, the Hanna Drive Extension occurred. As a result of that, the City contracted with Hanson Engineers to conduct a Travel Demand Study on the 2 possible projects, El Camino and Petri. The following are 2 of the significant findings of that analysis:

- 1) The Petri extension promotes more land development in-fill and increases the chances of development occurring.
- 2) The Petri extension creates a more complete street network.

One of the City's fastest developing subdivisions is Deerfield Estates. As that subdivision expands, so does Petri Lane easterly. During the course of the past year Joe Wuellner, Ron Sieh and I have had a number of discussions with the owner of the property east of Deerfield to 14<sup>th</sup> Street. During those meetings we have discussed the best alignment for the City as well as for the developer's plans. We have also been discussing a cost sharing. I have used the previous Lick Creek Drive cost sharing formula as the benchmark for this project.

As you know Joe Wuellner represents the City on the PPUATS Technical Committee and I on the PPUATS Policy Committee. In an effort to build a consensus on the funding distribution of FY 2015-2017 Federal funding through PPUATS, I put together a "package". A part of that package included the City of Pekin being

able to re-allocate our (FY 2012) \$560,000 from the El Camino project to the Petri Lane Extension. In addition, the City would receive an additional \$217,368 to go towards the Petri Extension. That proposal was passed by the PPUATS Technical Committee on August 18<sup>th</sup> and the PPUATS Policy Committee on September 1<sup>st</sup>.

Now that significant funding for the Petri Lane Extension is secured, we are recommending that the City Council enter into the Annexation Agreement with the property owner who owns the property that includes the Petri Extension Right-Of-Way. What I have proposed is that the property owner is responsible for \$320,000 of the cost of Petri Lane. He will be responsible for paying that as sections of the property are final platted. Whatever has not been paid back at the end of 10 years would be paid back with interest.

Also as a part of this agreement, the City would be receiving 5 acres of property immediately south of our Koch Street Service Center that would allow for expansion opportunities there. The property would be brought in with an Agriculture Zoning Classification until the developed sections are platted.

This agreement is an example of good planning, timing and public-private partnership.

**FINANCIAL IMPACT:** As development occurs within this area, additional property tax and potential sales tax will be realized.

**NEIGHBORHOOD CONCERNS:** This proposed annexation and subsequent re-zoning is consistent with the City Comprehensive Plan.

**IMPACT IF APPROVED:** Planned growth and completion of Collector Street

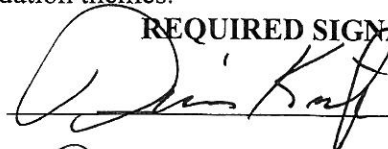
**IMPACT IF DENIED:** Status quo, property remains outside the City and street not constructed

**ALTERNATIVES:** N/A

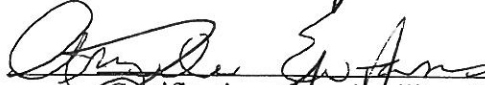
**RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:** Consistent with the Prosperous Community and Strong Foundation themes.

**REQUIRED SIGNATURES**

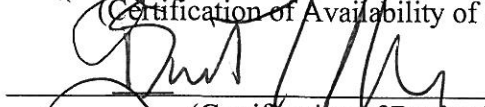
**Department Director**

 5/20/10  
Date

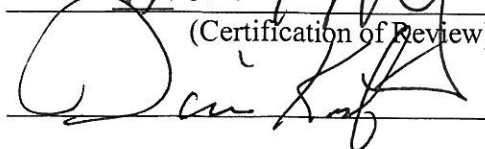
**Finance Department**

 5-20-10  
(Certification of Availability of Funds) Date

**Corporation Counsel**

 5/24/10  
(Certification of Review) Date

**City Manager**

 5/20/10  
Date

ORDINANCE NO. 2628-10/11

**AN ORDINANCE APPROVING ANNEXATION AGREEMENT**

WHEREAS, the City of Pekin is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois.

WHEREAS, RICK EVANS, LLC, an Illinois Limited Liability Company, are the owners of the following described real estate, and that there are no electors residing therein; and

See Exhibit "A" Attached Hereto and Incorporated Herein by Reference Thereto. (hereinafter the "TERRITORY").

AND WHEREAS, said TERRITORY is contiguous with the boundary of the City of Pekin, Illinois; and

WHEREAS, said TERRITORY is not within any other municipality and no petition is pending pertaining to any annexation of said land, other than as herein set forth; and

WHEREAS, the City of Pekin and the owners of record of all of the land within the territory herein described have negotiated a certain Annexation Agreement, a copy of which is attached hereto and incorporated herein by this reference as Exhibit "B"; and

WHEREAS, on September 27, 2010, pursuant to notice in the manner required by law, the Mayor and the City Council of the City of Pekin conducted a public hearing for the purpose of considering the Annexation Agreement and the annexation zoning of the TERRITORY; and

WHEREAS, it is deemed in the best interests of the City of Pekin, Illinois, that the City of Pekin approves the Annexation Agreement.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, AS FOLLOWS:**

SECTION I: That the Annexation Agreement regarding the TERRITORY as described

in Exhibit "A" attached hereto is hereby approved.

SECTION II: That the Mayor and the City Clerk are hereby authorized and directed to execute, deliver and perform the Annexation Agreement (and the documents incorporated therein) substantially in the form of such Annexation Agreement as presented at this meeting or with such changes therein as may be approved by the officers executing the same. The Mayor and City Clerk are further authorized to execute such other documents as may be necessary and proper to consummate said Annexation Agreement,

SECTION III: That the Notices and Affidavit of Mailing of Notice marked Exhibit "C" be made an express part of this ordinance.

SECTION IV: That this ordinance shall be in full force and effect upon its passage, approval and publication as may be required by law.



**PASSED AND APPROVED** at a regular meeting of the Mayor and City Council of the  
City of Pekin, this \_\_\_\_\_ day of \_\_\_\_\_, 2010; and upon roll call the vote was  
as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**EXHIBIT "A"**

**Legal Description**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Tract #1**

**10-10-11-105-023**

**Section 11 T24N R5W, E 20' of E ½ of NW ¼ (EXC 1374') .59 acres**

**Tract #2**

**10-10-11-105-024**

**Section 11 T24N R5W E ½ of NE ¼ of NW ¼ (EXC N 830') .25 acres**

**Tract #3**

**10-10-11-105-022**

**Section 11 T24N R5W 2.25 acre tract lying in S ½ of NE ¼ of NW ¼**

**Tract #4**

**10-10-11-105-028**

**Section 11 T24N R5W SW ¼ NE ¼ (EXC RR & TWP) & SE ¼ NW ¼  
(EXC NWLY TRACT) 69.95 acres**

**Tract #5**

**10-10-11-105-030**

**Section 11 T24N R5W PT S ½ of NE ¼ of NW ¼ & SLY PT of NW 1/4 of NE ¼  
(EXC RR & NWLY TRACT) 25.15 acres**

**Tract #6**

**10-10-11-200-010**

**Section 11 T24N R5W S 1400' of W 100' of W ½ of NE ¼ 3.22 acres**

**Tract #7**

**10-10-11-200-011**

**Section 11 T24N R5W SLY 420' Strip of W 100' of W ½ of NW ¼ of NE ¼ .96 acres**

**Tract #8**

**10-10-11-200-003**

**Section 11 T24N R5W S 5.43 acre parcel N ½ W ½ NE ¼ 5.43 acres**

**Tract #9**

**10-10-11-200-006**

**Section 11 T24N R5W E 20' of N 830' of E ½ NW ¼; also N 830' of W 100' of W ½  
NE ¼ 2.29 acres**

**EXHIBIT "B"**

**Annexation Agreement**

## ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement"), made and entered into on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the CITY OF PEKIN, an Illinois Municipal Corporation, (hereinafter referred to as the "CITY"); RICHARD E. EVANS and DIANA L. EVANS, individually and jointly, and as husband and wife, (hereinafter referred to as "EVANS"),.

### RECITALS

WHEREAS, 65 ILCS 5/11-15.1, et. seq. authorizes the corporate authorities of any Illinois municipality to enter into agreements with persons having an interest in land which may be annexed to such municipality; and

WHEREAS, EVANS is the owner of the real estate, consisting of approximately 110 acres, more or less, set forth on the annexation plat attached hereto on Exhibit "A", and which said legal description is more fully set forth as Exhibit "B" attached hereto and incorporated herein by reference thereto; and

WHEREAS, all of which said real estate being collectively referred to herein as "PROPERTY"; and

WHEREAS, EVANS and CITY wish to provide for the annexation of the PROPERTY to the City and appropriate zoning for the development and operation of the PROPERTY pursuant to this Agreement; and

WHEREAS, the PROPERTY is located in unincorporated Tazewell County, Illinois, and will be contiguous and adjacent to the corporate limits of the CITY, and may therefore be annexed to the CITY as provided in 65 ILCS 5/7-1-8; and

WHEREAS, no electors reside on the PROPERTY; and

WHEREAS, on \_\_\_\_\_, 2010, pursuant to notice in the manner required by law, the Pekin Planning Commission will conduct a public hearing concerning the zoning classification which EVANS has agreed will be assigned to the PROPERTY upon annexation; and

WHEREAS, on \_\_\_\_\_, 2010, pursuant to notice in the manner required by law, the City Council of

CITY will conduct a public hearing on the question of entering into an annexation agreement with EVANS relative to the PROPERTY.

WHEREAS, the City Council of the City, after due and careful consideration, has concluded that the annexation of the Property would further the growth of the City, enable the City to control the development of the area, increase the taxable value of the property within the City, extend the corporate limits and jurisdiction of the City, permit the sound planning and development of the City and serve the best interests of the City and its residents.

#### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. DEFINITIONS As used in this Agreement, the following words shall have the meanings ascribed to them under DEFINITIONS.
  - a. "PROPERTY" means the real estate to be annexed by this Agreement described on the attached Exhibit "A".
  - b. "CITY" means the City of Pekin, Illinois, an Illinois Municipal Corporation.
  - c. "EVANS" means RICHARD E. EVANS & DIANA L. EVANS.
  - d. "Substantially Completed" means that the final plat has been approved and recorded and that the infrastructure is complete.

2. PETITION FOR ANNEXATION

EVANS shall, within thirty (30) days from the date of this Agreement, execute a petition for annexation of the PROPERTY to CITY in substantially the form set forth in Exhibit "C" attached hereto and incorporated herein by reference. EVANS agrees to provide to CITY an annexation plat, in satisfactory form for recording, which encompasses all of the PROPERTY as hereinafter defined. Immediately upon execution of the petition, EVANS shall file the petition with the Pekin City Clerk and shall cooperate with CITY to bring about annexation in accordance with the procedures set forth in 65 ILCS 5/7/1-8.

3. CITY TO ANNEX THE PROPERTY

The City agrees that upon receipt of a proper petition for annexation, the City Council will enact an ordinance annexing the PROPERTY to the CITY.

4. CITY TO ZONE PROPERTY

Upon annexation of the PROPERTY to the CITY, the City Council shall enact an ordinance classifying the zoning of the PROPERTY to be as follows:

| <u>Owner</u> | <u>Tract</u> | <u>Acres</u> | <u>Zoning</u> |
|--------------|--------------|--------------|---------------|
| EVANS        | 2            | 0.59         | B-3           |
| EVANS        | 3            | 2.25         | B-3           |
| EVANS        | 7            | 0.96         | B-3           |
| EVANS        | 9            | 2.29         | B-3           |
| EVANS        | REST         | 104          | AG            |

and which said zoning classifications are depicted on Exhibit "D" attached hereto and incorporated herein by reference thereto. The property shall retain zoning AG until EVANS submits the Final Plats for the respective sections of development. It is planned that the 104 acres parcel, currently zoned Agricultural, shall come into the CITY, pursuant to those plats, as residential. The specific residential classification shall be determined, by agreement of the parties, when EVANS is ready to move forward with sales and development.

5. USE OF PROPERTY

A. CITY and EVANS agree that so long as EVANS or any entity he and his wife's have substantial control over, remains in title to said premises, or any part thereof, that EVANS shall be allowed to use the PROPERTY for the principal uses authorized under the Pekin Municipal Code as of the date of this Agreement with exception of Tracts 2, 3, 7, & 9.

6. DEVELOPMENT STANDARDS OF PETRI LANE

A. Right-of-Way Width Right-of-way width shall be 60 feet.

B. Pavement Width Pavement width shall be a minimum of 34 feet with curb and gutter as

- required by City Subdivision Code. Location of curb cuts will be approved by the City in order to minimize the number of cuts along Petri Lane.

C. Storm System A grading plan and storm water run-off plan for the subdivision shall be established and submitted to CITY for approval. EVANS agrees that the storm water retention plan

must comply with all existing CITY and EPA regulations. City will maintain established retention/detention facilities built according to approved designs.

7. CONSTRUCTION OF PETRI LANE AND COST SHARING DEVELOPERS AGREEMENT.

A. Total Amount of Payment. The CITY will pay the construction costs and expenses on the construction of Petri Lane, totaling One million two hundred thousand dollars and 00/100 cents (\$1,200,000). This agreement does not include any cost sharing and/or reimbursement schedules relating to the installation of sanitary sewers.

B. Amount of Reimbursement. EVANS shall reimburse the CITY Three Hundred Twenty Thousand Dollars (\$320,000.00). ("EVANS Reimbursement Amount"), with interest by 3.5% beginning May 1, 2011.

C. Method of Reimbursement. EVANS intends to develop 80 acres on and adjacent to Petri Lane (the "Petri Lane Acreage"). Until the EVANS Reimbursement Amount is paid in full, on the approval of each Final Plat of the re-subdividing of the overall property, EVANS shall pay to the CITY the following:

(1) all acreage sold prior to May 1, 2011, the sum of Four Thousand Dollars (\$4,000.00) per acre within three business day of the closing of such sale.

(2) as and for those remaining acreage platted after May 1, 2012 shall be paid at the following schedule per acre, at the time of sale:

May 1, 2012 – April 30, 2013 = \$4,140/acre  
May 1, 2013 – April 30, 2014 = \$4,285/acre  
May 1, 2014 – April 30, 2015 = \$4,435/acre  
May 1, 2015 – April 30, 2016 = \$4,590/acre  
May 1, 2016 – April 30, 2017 = \$4,751/acre  
May 1, 2017 – April 30, 2018 = \$4,917/acre  
May 1, 2018 – April 30, 2019 = \$5,089/acre  
May 1, 2019 – April 30, 2020 = \$5,267/acre  
May 1, 2020 – April 30, 2021 = \$5,452/acre

(3) Moreover, a lump sum payment due on all remaining obligations of the EVANS to the CITY for unsold acreage is due in full on May 1, 2021. The parties shall execute and deliver an amended promissory note and mortgage on the property, consistent with this amended



agreement, securing EVANS' reimbursement obligations hereunder. The CITY shall release said mortgage as to each acre upon sale of each acre and reimbursement as provided herein.

D. Credits From Other Petri Lane Development.

EVANS and the CITY agree that to the extent other development utilize the construction of Petri Lane hereinabove set forth, and thereby benefit from its construction, they shall pay a proportionate share of the costs of that construction and such payments shall be a credit towards the amounts due and owing from EVANS.

8. REAL ESTATE MORTGAGE

A. EVANS shall provide a promissory note shown on Exhibit f, with terms set forth in Paragraph 9, and, EVANS shall also provide as security for the note, a mortgage on the premises, in the full amount of the promissory note, being \$320,000.00, subordinate only to an existing first mortgage on the property to Morton Community Bank.

The mortgage shall be in the form as shown on attached Exhibit G, and shall apply to the debt incurred under the terms of the promissory note and contract, and any other evidence of debt, owed by EVANS to the CITY, and all extensions, renewals, modifications and substitutions thereof.

B. MAXIMUM OBLIGATION LIMIT shall be \$320,000.00 plus accruing interest at the rate of 3.5% per annum beginning May 1, 2011. This limitation of amount does not include attorney's fees, and other fees and charges validly made pursuant to this Security to protect lender's security and to perform any covenants contained in this agreement. Instrument to protect Lender's security and to perform any of the covenants contained in this Security Interest.

9. PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the order of the City of Pekin, 111 South Capitol Street, Pekin IL 61554. or at such other place or places as the holder of this Note may from time to time designate, the principal sum of THREE HUNDRED TWENTY THOUSAND and no/100 DOLLARS, payable in full on or before May 1, 2021.

(1) all acreage sold prior to May 1, 2011, the sum of Four Thousand Dollars (\$4,000.00) per acre within three business day of the closing of such sale.

(2) as and for those remaining acreage platted after May 1, 2012 shall be paid at the following schedule per acre at the time of sale:

May 1, 2012 – April 30, 2013 = \$4,140/acre  
May 1, 2013 – April 30, 2014 = \$4,285/acre  
May 1, 2014 – April 30, 2015 = \$4,435/acre  
May 1, 2015 – April 30, 2016 = \$4,590/acre  
May 1, 2016 – April 30, 2017 = \$4,751/acre  
May 1, 2017 – April 30, 2018 = \$4,917/acre  
May 1, 2018 – April 30, 2019 = \$5,089/acre  
May 1, 2019 – April 30, 2020 = \$5,267/acre  
May 1, 2020 – April 30, 2021 = \$5,452/acre

Moreover, a lump sum payment due on all remaining obligations of the EVANS to the CITY for unsold lots is due in full on May 1, 2021.

10. DURATION OF AGREEMENT

This Agreement shall be binding upon the parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further term as may be hereinafter authorized by statute and by CITY ordinance. The expiration of the term of this Agreement shall not affect the continuing validity of the zoning of the PROPERTY or any ordinance enacted by CITY pursuant to this Agreement.

11. RECORDING OF AGREEMENT

A copy of this Agreement shall be recorded in the Office of the Tazewell County Recorder of Deeds by the City within thirty (30) days of the execution of this Agreement at the expense of the CITY.

12. ENFORCEABILITY

This Agreement shall be enforceable in any court of competent jurisdiction by either of the parties hereto by any appropriate action at law or equity to secure the specific performance of the covenants herein contained.

13. NOTICES

Unless and until such time as subsequent notice is received in writing as required herein, the addresses of CITY and EVANS for all purposes under this Agreement are as follows:

To CITY at:

City of Pekin  
111 S. Capitol St.  
Pekin, IL 61554  
Attn: City Clerk

To EVANS at:

Richard E. Evans & Diana L. Evans  
1128 Koch Street  
Pekin, IL 61554

14. SEVERABILITY AND AUTHORITY TO EXECUTE AGREEMENTS

If any provision of this Agreement or any section, sentence, clause or word or the application thereof in any circumstance is held invalid by a court of competent jurisdiction, the validity of the remainder of this Agreement and the application of such provision, section, sentence, clause or word in any other circumstance shall not be affected unless EVANS shall have had contractual benefits materially impaired thereby, in which event, that party shall have the right to elect otherwise in writing made and delivered promptly following receipt of notice of the subject invalidity.

This Agreement is entered into between CITY and EVANS pursuant to the provisions of the Illinois Municipal Code regarding annexation agreements and the authority of CITY to enter into agreements pursuant to those home rule powers pursuant to Article VII, Section 10 of the 1970 Illinois Constitution.

15. COUNTERPARTS AND SUCCESSORS

This Agreement may be executed in any number of counterparts, each of which shall nevertheless constitute but one Agreement. This Agreement shall be binding upon the heirs, devisees, legatees, personal representatives, successors or assigns of the parties hereto.

16. APPROVALS

Wherever any approval or consent of CITY or of any of its departments, officials or employees is called for under this Agreement, the same shall not be unreasonably withheld or delayed.

17. ORDINANCES

The City agrees to enact all ordinances and resolutions that are necessary to effectuate the terms of this Agreement.

18. BINDING EFFECT

This Agreement shall be binding upon the parties hereto and their respective heirs, executors, personal representatives, corporate authorities, administrators, successors and assigns.

19. AMENDMENT

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them, other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

20. WAIVER

None of the parties shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other party upon one or more occasion to insist upon or seek compliance with any such terms or conditions.

21. CONTINUITY OF OBLIGATIONS; EXCULPATION OF OWNER

Notwithstanding any provision of this Agreement to the contrary EVANS or their successors and assigns shall at all times during the term of this Agreement remain liable to the CITY for the faithful performance of all obligations imposed upon EVANS or their successors and assigns by this Agreement until such obligations have been fully performed or until CITY, at its sole option, has otherwise released EVANS or their successors and assigns from any or all of such obligations.

22. REMEDIES

Upon a breach of this Agreement, any party, in any court of competent jurisdiction, may seek any and all remedies available under Illinois law. Notwithstanding the foregoing, before the failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure

and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party within thirty (30) days of receipt of such notice.

23. FORCE MAJEURE

If performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party, which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts, the time for such performance shall be extended by the amount of time of such delay.

24. GOVERNING LAW

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois. Any litigation concerning this Annexation Agreement shall be commenced in Tazewell County, Illinois.

25. ATTORNEY FEES

In the event that either party or their successor should find it necessary to retain an attorney for the enforcement of any provisions hereunder occasioned by the default of the other party, the party not in default shall be entitled to recover reasonable attorney fees and court costs incurred whether the attorneys' fees are incurred for the purpose of negotiations, trial, appellate or other services.

26. ADDITIONAL DOCUMENTS

The parties shall execute and deliver such additional documentation as may be necessary to implement this Annexation Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the first date set forth above.

**CITY OF PEKIN, ILLINOIS,**

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

Rusty Dunn, Mayor

Attest:

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

Sue McMillan, City Clerk

STATE OF ILLINOIS            )  
                                          ) SS.  
COUNTY OF TAZEWELL    )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rusty Dunn, personally known to me to be the Mayor of the City of Pekin, and Sue McMillan, personally known to me to be the City Clerk of the City of Pekin, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument as Mayor and as City Clerk of said Municipal Corporation, and caused the seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the corporate authorities of the City of Pekin for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public

**OWNERS:**

RICHARD E. EVANS & DIANA L. EVANS

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

STATE OF ILLINOIS            )  
                                          ) SS.  
COUNTY OF TAZEWELL    )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that RICHARD E. EVANS & DIANA L. EVANS, personally known to me to be the same persons whose name are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the foregoing instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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Notary Public

**EXHIBIT “A”**

**Annexation Plat**



4

75 4771 5

**EXHIBIT “B”**

**Legal Description**

*EXHIBIT B*

EVANS ANNEXATION

Tract #1

10-10-11-105-023

Section 11 T24N R5W, E 20' Of E  $\frac{1}{2}$  of NW  $\frac{1}{4}$  (EXC 1374') .59 acres

Tract #2

10-10-11-105-024

Section 11 T24N R5W E  $\frac{1}{2}$  of NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  (EXC N 830') .25 acres

Tract #3

10-10-11-105-022

Section 11 T24N R5W 2.25 acre tract lying in S  $\frac{1}{2}$  of NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$

Tract #4

10-10-11-105-028

Section 11 T24N R5W SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  (EXC RR & TWP) & SE  $\frac{1}{4}$  NW  $\frac{1}{4}$   
(EXC NWLY TRACT) 69.95 acres

Tract #5

10-10-11-105-030

Section 11 T24N R5W PT S  $\frac{1}{2}$  of NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  & SLY PT of NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$   
(EXC RR & NWLY TRACT) 25.15 acres

Tract #6

10-10-11-200-010

Section 11 T24N R5W S 1400' of W 100' of W  $\frac{1}{2}$  of NE  $\frac{1}{4}$  3.22 acres

Tract #7

10-10-11-200-011

Section 11 T24N R5W SLY 420' Strip of W 100' of W  $\frac{1}{2}$  of NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  .96 acres

EXHIBIT B

Tract #8

10-10-11-200-003

Section 11 T24N R5W S 5.43 acre parcel N  $\frac{1}{2}$  W  $\frac{1}{2}$  NE  $\frac{1}{4}$  S.43 acres

Tract #9

10-10-11-200-006

Section 11 T24N R5W E 20' of N 830' of E  $\frac{1}{2}$  NW  $\frac{1}{4}$ ; also N 830' of W 100' of W  $\frac{1}{2}$  NE  $\frac{1}{4}$  2.29 acres

TOTAL ACRES 110.09 +/-

**EXHIBIT "C"**

**Petition for Annexation**

## EXHIBIT "C"

### Petition for Annexation

RICHARD E.EVANS and DIANA L. EVANS, husband and wife, petition and request the City of Pekin, Illinois to annex the following described territory to said City, to-wit:

See Attached Legal Description – Exhibit A

1. The Territory is not presently within the corporate limits of any municipality.
2. The Territory is contiguous to the City of Pekin, Illinois.
3. There are no electors residing within the Territory, and the Petitioners are the owner of the property.
4. Petitioners request that the corporate authorities of the City of Pekin consider the question of the annexation of the Territory, adopt an ordinance annexing the Territory to said City and record a copy of the Ordinance together with an accurate map of the Territory with the Recorder of Deeds and the County Clerk of Tazewell County, Illinois.

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RICHARD E. EVANS

---

DIANA L. EVANS

**EXHIBIT “D”**

**Zoning Plan**

DRAFT

Fourteenth Street

Proposed Pond



DRAFT

DOUGLAS  
DICKSON  
ARCHITECTS



**EXHIBIT "E"**

**SUBORDINATION AGREEMENT**

WHEREAS, the undersigned, the CITY OF PEKIN, ILLINOIS, a Municipal Corporation, is the holder of a mortgage executed by \_\_\_\_\_, dated \_\_\_\_\_, and recorded as document No. \_\_\_\_\_ of the records of Tazewell County, Illinois; and

WHEREAS, is executing a note secured by a mortgage in favor of \_\_\_\_\_, in the amount of \$ \_\_\_\_\_ at \_\_\_\_\_ %, which mortgage is to convey the same property described in the above mortgage as security, and legally described as follows:  
P.I.N.:

NOW, THEREFORE, the undersigned, THE CITY OF PEKIN, Pekin, Illinois, believing it is to its advantage that said loan be made, and in consideration of ONE (\$1.00) DOLLAR and other good and valuable considerations, said THE CITY OF PEKIN, Pekin, Illinois, by its duly authorized officer, for itself, its successors and assigns, does hereby agree that its rights under said above described mortgage dated \_\_\_\_\_, and all its rights in and to said property are subordinate to the rights of under its mortgage of even date herewith, to the extent it secures the \$ \_\_\_\_\_ debt described herein.

IN WITNESS WHEREOF, THE CITY OF PEKIN, Pekin, Illinois, has caused these presents to be executed and signed by its duly authorized officer this day of \_\_\_\_\_

CITY OF PEKIN, ILLINOIS,  
A Municipal Corporation,

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

STATE OF ILLINOIS        )  
                                  ) SS.  
COUNTY OF TAZEWELL    )

I, the undersigned, a Notary Public, and for the county and State aforesaid, do hereby certify that, \_\_\_\_\_ personally known to me to be the of the CITY OF PEKIN, ILLINOIS, a Municipal Corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such, he signed and delivered the said instrument in writing as the of said CITY.

Given under my hand and notarial seal this day of \_\_\_\_\_, 2010 .

Notary Public \_\_\_\_\_

**EXHIBIT “F”**

**PROMISSORY NOTE**

## PROMISSORY NOTE

\$320,000.00

\_\_\_\_\_, 2010

FOR VALUE RECEIVED, the undersigned RICHARD E. EVANS and DIANA L. EVANS ("Maker") promises to pay to the order of THE CITY OF PEKIN, at 111 S. Capitol, Pekin, IL 61554, or at such other place or places as the holders of this Note may from time to time designate, the principal sum of THREE HUNDRED TWENTY THOUSAND DOLLARS (\$320,000.00), payable as follows:

At the earlier to occur of either CITY approving the final plats or six (6) months after the approval by CITY of the preliminary plats for any section of this development, the following shall be due and payable:

- (a) All acreage sold prior to May 1, 2011, the sum of Four Thousand Dollars (\$4,000.00) per acres.
- (b) As and for those remaining acreage platted after May 1, 2012 shall be paid at the following schedule per acre at the time of the final sale:

May 1, 2012 – April 30, 2013 = \$4,140/acre  
May 1, 2013 – April 30, 2014 = \$4,285/acre  
May 1, 2014 – April 30, 2015 = \$4,435/acre  
May 1, 2015 – April 30, 2016 = \$4,590/acre  
May 1, 2016 – April 30, 2017 = \$4,751/acre  
May 1, 2017 – April 30, 2018 = \$4,917/acre  
May 1, 2018 – April 30, 2019 = \$5,089/acre  
May 1, 2019 – April 30, 2020 = \$5,267/acre  
May 1, 2020 – April 30, 2021 = \$5,452/acre

The Maker reserves the right to accelerate the payment of principal by paying any amount at any time hereafter.

Upon any default under the terms above set forth in this note, the entire balance then due may, at the option of the holder hereof, become immediately due and payable, as per the above stated repayment schedule.

No extension of the time of payment with or without Maker's knowledge, by receipt of interest or otherwise, shall release the undersigned from the obligation of payment. The undersigned expressly waives protest, presentment for payment and notice of dishonor, and agrees to pay a reasonable attorneys' fee if this Note is placed in the hands of an attorney for collection.

RICHARD E. EVANS

DIANA L. EVANS

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**EXHIBIT “G”**

**MORTGAGE**

**MORTGAGE** )  
Tazewell County )  
PREPARED BY: )  
Burt L. Dancey )  
Elliff, Keyser, Oberle & Dancey, P.C. )  
PO Box 873 )  
Pekin, IL 61555-0873 )  
)  
)  
)

## **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on the \_\_\_\_\_ day of \_\_\_\_\_, 2010. The mortgagor is RICHARD E. EVANS and DIANA L. EVANS ("Borrower"). This security instrument is given to THE CITY OF PEKIN, an Illinois Corporation, ("Lender"). Borrower owes Lender the principal sum of THREE HUNDRED TWENTH THOUSAND DOLLARS AND NO CENTS (U.S. \$320,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments. This Security Installment secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage to Lender the following described property located in TAZEWELL County, Illinois:

### **See attached Legal Description**

Commonly known as: \_\_\_\_\_

Tax I.D. No.: \_\_\_\_\_

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. s2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however that interest shall be paid on the Funds. Lender shall give Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Installment, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.



6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the property, allow the property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights In the Property. If Borrower fails to perform the covenants and agreements contained in this Security Installment, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property.

Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b)

any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest In Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may

result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 11 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded

together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. NONE

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

\_\_\_\_\_  
RICHARD E. EVANS

\_\_\_\_\_  
DIANA L. EVANS

STATE OF ILLINOIS                    )  
                                                  ) SS  
COUNTY OF TAZEWELL            )

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that \_\_\_\_\_, personally appeared before me and is(are) known or proved to me to be the person(s) who, being' informed of the contents to the foregoing instrument, have executed same, and acknowledged said instrument to be their free and voluntary act and deed and that they executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public



ORDINANCE NO. 2629-10/11

**AN ORDINANCE PROVIDING FOR THE  
ANNEXATION OF CERTAIN TERRITORY TO THE  
CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS  
(Cincinnati Township: Rick Evans)**

**WHEREAS, RICK EVANS, LLC**, an Illinois Limited Liability is the owner of the real estate described in Exhibit "A" and incorporated herein by reference thereto; and

**WHEREAS**, said tracts are contiguous with the boundary of the City of Pekin, Illinois; and

**WHEREAS**, said tracts are not within any other municipality and no petitions are pending pertaining to any annexation of said land, other than as herein set forth; and

**WHEREAS**, it is deemed in the best interests of the City of Pekin to annex said real estate to the City of Pekin and zoned as herein set forth; and

**WHEREAS**, the City of Pekin is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION I:** That the property described in Exhibit "A" attached hereto is hereby annexed to and made a part of the City of Pekin, and the same is hereby included within the corporate limits of the City of Pekin.

**SECTION II:** That the plats hereunto attached and marked collectively Exhibit "B", being true, correct and exact plats of the territory heretofore described in this ordinance. showing the relation of the existing boundary of the City of Pekin with the land being annexed, be made an express part of this ordinance.

**SECTION III:** That the Notices and Affidavit of Mailing of Notice to the Trustees of Cincinnati Fire Protection District, the Director of the Pekin Park District, the Groveland Township Road Commissioner, Cincinnati Township Supervisor, Cincinnati Township Assessor, Cincinnati Township Clerk and Cincinnati Township Trustees, marked Exhibit "C", be made an express part of this ordinance.

**SECTION IV:** That the parcel of real estate described above shall be zoned as depicted in Exhibit "D" attached hereto and incorporated herein by reference thereto.

**SECTION V:** That, upon the taking effect of this ordinance, together with the attached Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D", the City Clerk shall file a certified copy of this ordinance in the Office of the Tazewell County Recorder of Deeds, and further the City Clerk shall file a document of annexation with the County Clerk and County Election Authority.

**SECTION VI:** That this ordinance shall be in full force and effect upon its passage, approval and publication as may be required by law.

**PASSED AND APPROVED** at a regular meeting of the Mayor and City Council of the City of Pekin, this \_\_\_\_\_ day of \_\_\_\_\_, 2010; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK





## REQUEST FOR COUNCIL ACTION

**To:** Mayor Rusty Dunn and Members of the City Council

**CC:** Dennis Kief, City Manager & Sue McMillan, City Clerk

**From:** Greg Ranney, Supt. of Transportation & Kurt Nelson, Fire Chief

**AGENDA ITEM:** This is a request to repair the brick & exterior of Eastside Fire Station located at 3232 Court St.

**AGENDA DATE REQUESTED:** September 27, 2010

**ACTION REQUESTED:** Request to have Summit Masonry Repair the building on a time and materials basis. This would include all work stated in the scope of work we have talked about with the contractor.

**BACKGROUND:** Eastside Fire was built in (yr.). We noticed the last 1.5 years that many of the bricks were loose and parts of the bricks were popping off. We have some of the bricks falling off. We have bricks that could be removed by hand.

**FINANCIAL IMPACT:** We have an estimate on the job of approximately \$185,000.00. But we are not sure as we start removing brick that more bricks will fall off.

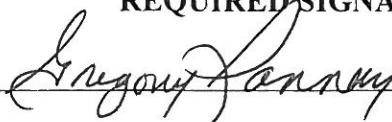
**IMPACT IF APPROVED:** We will protect the building and keep it valuable to continue to use as our #1 Fire Station. We will stop the building from any further deteriorate and additional costs. This will stop water from entering the building.

**IMPACT IF DENIED:** The building will continue to slowly fall apart and the cost for repairs will continue to increase and the building could reach the point of not being able to be used in the future.

**ALTERNATIVES:** Replace the station but we believe Northside and Southside should be replaced prior to Eastside.

### REQUIRED SIGNATURES

**Department Director**

 10/21/10  
Date

**Finance Department**

\_\_\_\_\_  
(Certification of Availability of Funds) Date

**Corporation Counsel**

\_\_\_\_\_  
(Certification of Review) Date

**City Manager**

\_\_\_\_\_  
Date

August 20, 2010

Mr. Greg Ranney  
City of Pekin  
1130 Koch Street  
Pekin, Illinois 61554

Re: Pekin Fire Station No.1  
WJE No. 2010.3125

Dear Mr. Ranney:

At your request, Wiss, Janney, Elstner Associates, Inc. (WJE) visited the Pekin Fire Station No. 1 building located at 3232 Court Street in Pekin, Illinois. An overall view of the fire station is shown in Figure 1. Water leakage and facade distress have reportedly been occurring at the building for a period of time. The purpose of our visit was to perform a cursory review of the exterior envelope and to provide our opinions regarding the condition of the exterior wall elements. Kurt Nelson, the Fire Chief of Pekin Fire Department, was present during our visit and informed us of the various locations of leakage issues and facade distress.

The Pekin Fire Station No. 1 building consists of a large garage on the east side of the building and a smaller garage on the west side. Offices and auxiliary spaces are located between the two garages and to the north side of the east garage. Additional offices have been built inside the west garage along the west wall.

The fire station building is a one-story structure reportedly built in 1976 and is clad with brick masonry veneer with a concrete masonry (CMU) backup. The interior surface of the CMU backup is typically exposed and painted without any interior finish. Full height brick masonry "wing" walls exist at most elevations, extending outward from the main facade. Aluminum ribbon windows and overhead garage doors typically exist between these wing walls. Sloped standing seam metal fascia panels, extending to the top of the parapet walls, also exist between the wing walls. These metal panels overhang the windows and the garage doors where a stucco soffit typically exists. Sheet metal copings exist at the top of the parapet walls. The roof was reportedly replaced a few years ago.

## Observations

WJE performed a cursory review of the exterior envelope of the building from grade and from the roof during our visit. WJE's observations were visual only and did not include any interior or exterior inspection openings or water leakage testing. Below is a summary of our observations.

1. In general, the brick masonry was observed to be in fair to poor condition. Spalling of the brick units was typically observed at the end of the wing walls, likely due to freeze-thaw damage. This condition is most visible at the west end of the south wall at the east garage. This is shown in Figure 2. Cracking in the masonry wall was also observed at several locations at the wing walls and at building corners. Efflorescence was observed at several areas of the exterior brick masonry (Figure 3) and, more noticeably, the interior face of the CMU backup (Figure 4), particularly at areas of reported

Headquarters & Laboratories—Northbrook, Illinois

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Los Angeles | Minneapolis | New Haven | New York | Princeton | San Francisco | Seattle | Washington, DC

leakage. There were reportedly additional areas of efflorescence at the CMU backup which had been previously removed by the staff of the fire station. The efflorescence is caused by water penetrating into the masonry and mixing with soluble salts in the walls. When the masonry dries, the salts are deposited on the surface. Although efflorescence itself is typically not a structural problem in the masonry, it is indicative of significant water penetration into the wall and prolonged storage of moisture within the wall. At several areas, bond separations were observed at the mortar joints in the exterior brick masonry as shown in Figure 5. According to the original drawings made available for our review, no air/moisture barrier was installed between the exterior brick masonry veneer and the CMU backup.

2. Brick masonry units are exposed at the interior face of the parapet walls. Sheet metal roof flashing is present at the base of the parapet wall at the interior face (Figure 6). It is unknown if this flashing has an up-turned leg inside the brick masonry to prevent water from traveling horizontally through the wall to the interior. Bond separations and voids in the mortar joints were also observed at several areas of the parapet walls (Figure 7).
3. The window systems were observed to be installed flush with the exterior face of the adjacent brick masonry. Sealant has been installed at most of the window heads between the window frame and the brick masonry above (Figure 8). This sealant appears to be preventing moisture from draining out of the brick masonry (see Item #4 below). The sealant reportedly was installed to reduce the amount of water leakage into the interior. We were informed that this was successful at most windows. However, leakage continues to be reported from the masonry above. A flashing system was typically not observed below the windows except for the clerestory windows at the south wall of the east garage above the roof level. This is shown in Figure 9. It is unknown if this flashing system has an up-turned leg at the back of the windows or end dams at the ends in order to drain the moisture to the exterior. Sealant has been installed between the flashing system and the windows, blocking any drainage capability that it might have. Sealant was also observed at the perimeter of most glass units, though gaskets were observed at a few isolated window systems.
4. Steel lintels above the windows, where visible, were typically observed to exhibit corrosion (Figure 10). With the permission of Chief Nelson, WJE removed a small section of sealant at the head of one of the windows in order to observe the condition of the steel lintel. As shown in Figure 11, moisture was detected with water indicating paper at the steel lintel behind the sealant installed at the head of the window. It appears that the sealant has been preventing moisture from draining out to the exterior. Rust scale was also observed at the steel lintel at this location. It does not appear that a flashing system is present above to protect the steel lintels.
5. The current roof system appears to be gravel surfaced bituminous membrane and flashing system. An overall view of the roof is shown in Figure 12. Due to the presence of the ballast, we were not able to review the overall condition of the roofing membrane. Water leakage reportedly occurred at roof drains immediately following a roof replacement project a few years ago but has since stopped after repairs were performed at the clamping rings at the perimeter of the roof drains. No additional leakage has been reported at the roof system. Also, the roof was observed to have minimal pitch towards the roof drains. However, no standing water was observed during our visit except for an area adjacent to a mechanical unit as shown in Figure 13. The original roof reportedly also did not pitch to drains, and no pitch was provided as part of the roof replacement project.

6. The sloped standing seam metal fascia panels, copings, and roof flashing sections were indicated in the original architectural drawings to be made of terne-coated stainless steel. Terne is an alloy of lead and tin, and is typically used to coat sheet metal to prevent corrosion. It did not appear that the terne-coated stainless steel on this building was painted and, as a result, has reacted with oxygen in the air and formed a grey patina. The sheet metal appears to be in good condition. However, soldered seams between the sheet metal sections were observed to have failed at several locations. Sealant was observed to have been installed at several failed seams (Figure 14).

## Discussion and Recommendations

### ***Brick Masonry Walls***

The mortar bond separations and the deteriorated/spalled brick units in the brick masonry are likely contributing to the increased moisture penetration into the exterior wall system and the leakage observed at the interior. Based on our visual observation of the brick masonry walls, isolated rebuilding of the brick masonry is recommended at the wing walls where spalled and damaged brick units exist and at cracks to prevent further deterioration. Tuckpointing of all brick masonry is also recommended to reduce the amount of moisture penetration into the wall system. A flashing system is recommended above all steel lintels to direct moisture to the exterior and to protect the steel members. However, due to the lack of a drainage cavity and air/moisture barrier within the exterior wall system, as indicated in the original architectural drawings, some moisture may still continue to soak through the exterior brick veneer and reach the CMU backup. In order to completely address this problem, rebuilding of the entire brick masonry wall system with a new air/moisture barrier system would be required. We understand that this may not be feasible due to cost. If only tuckpointing and lintel flashing repairs are performed, this will result in a building performance that is similar to the original construction.

A more reliable alternative to rebuilding the masonry walls may be to install a new cladding system (e.g. metal panels, EIFS, etc.) at the exterior side of the brick masonry walls (and at the interior face of the parapet walls) with drainage capability. This would likely include installing an air/moisture barrier system on the exterior surface of the existing brick masonry veneer, creating a drainage plane between the new cladding and the existing masonry walls with a flashing system at the base of the walls and at window and door openings. A wider coping system will likely be required at the top of the parapet walls.

As another alternative to installing a new cladding system at the exterior of the existing brick masonry, Summit Masonry has proposed to apply a breathable elastomeric coating. The elastomeric coating will prevent moisture from penetrating the brick veneer. However, this coating will likely require increased maintenance in the future. Please note that this will permanently alter the aesthetics of the building.

### ***Windows***

Based on the lack of weep holes in the window frames, the window systems themselves do not appear to have drainage capability or was designed to rely on a flashing system below to direct the water to the exterior. Sealant was installed or replaced by the staff members of the fire station at most windows that exhibited leakage in the past. However, the sealant was typically installed between the window head framing member and the brick masonry above. Based on the opening we made in the sealant at a window head, moisture from the brick masonry above has not been allowed to drain to the exterior and has instead collected on the top surface of the steel lintel due to a lack of a flashing system. This moisture will

increase the deterioration of the steel lintels, which will weaken the structural integrity of the steel lintel in the future. A flashing system was also not observed below most windows. Where it appeared that a flashing system was provided, sealant has been installed, blocking the drainage capability. Sealant was also observed at the perimeter of most glass units. We assume that this was performed in order to reduce the amount of leakage into the interior.

We typically recommend that a pan flashing be installed below window systems in order to direct any water that penetrates the window system to the exterior. However, a new flashing system likely cannot be installed below the existing window systems without removing and reinstalling the windows. An alternative to installing a flashing system (or a drainage system) is to install sealant and/or silicone bridge seals at all seams and joints in the windows, effectively creating a barrier system and preventing any water from entering the interior through the windows. However, this will likely require increased maintenance of the sealant joints in the future.

### **Roofing System**

The lack of pitch to the roof drains in the roofing system may reduce the expected service life of the roofing membrane if standing water exists 48 to 72 hours following a rain. However, due to the fact that the roof was recently replaced and is currently under warranty, we recommend that the roof be maintained and monitored for leakage in the future.

### **Closing**

Due to the various options that are available to prevent water leakage in the future, we recommend that scope documents be developed to obtain pricing from restoration contractors. This will allow the City to review the various options and to secure the necessary financing for the repairs. If the budget allows, we also recommend that water penetration testing and inspection openings be performed in order to pinpoint the source(s) of leakage prior to full scale repairs. If requested as an additional service, WJE is available to perform such testing and then prepare the scope documents that will include the various repair options outlined above.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Jean W. Tamisin  
Project Manager



July 6, 2010

Mr. Greg Ranney  
City of Pekin  
1130 Koch St.  
Pekin, Illinois 61554

Re: Water Leakage and Masonry Deterioration  
Pekin Central Fire Station  
Pekin, Illinois  
WJE No. 2010.3125

Dear Mr. Ranney:

At your request, Wiss, Janney, Elstner Associates, Inc. (WJE) is providing this proposal for professional engineering services related to an initial review of the masonry deterioration and leakage issues at the central fire station in Pekin, Illinois. It is our understanding that leakage is occurring at various areas of the fire station and spalling is occurring in the masonry. The City has received costs from Summit Masonry to provide repairs to the building. The purpose of this review is to examine the existing conditions, meet with representatives of the City of Pekin to discuss the issue and the proposed repairs, and provide recommendations for further study or repairs, as appropriate. We are assuming that the City of Pekin will be our client on this assignment.

### Scope of Work

1. Review the available construction documents as related to the leakage and deterioration issues. This should include the architectural drawings, material submittals for the masonry as part of the original construction (if available), and any maintenance/repair records. If the leakage is occurring near windows, shop drawings of the window system would also be helpful.
2. Perform a one-day site visit to briefly review the exterior and accessible interior spaces (where leakage reportedly occurs) to document the existing conditions and the extent of the leakage and deterioration issues. This review will be visual only and will include accessible areas of the walls from grade and the roof. It may be practical to have a representative of Summit Masonry present during the review if it appears that an inspection opening in the masonry is practical. Costs for a mason to create and repair inspection openings, as well as any scaffolding/access costs are not included in this proposal.
3. We will provide a letter report outlining our observations and recommendations. This will likely also outline recommendations for additional testing and/or investigation, as appropriate. If possible, we will outline a suggested repair approach.

### Budget and Schedule

In order to perform the initial review outlined above, we recommend that a budget of \$3,000 be established. We propose to perform our work on a time and expense basis so that the City of Pekin is

only billed for work and expenses actually accrued. All of our work will be performed in accordance with our current rate schedule (see below) and the Terms and Conditions for Professional Services dated October 1, 2009, which are attached to this proposal. We anticipate performing this initial review during the week of July 12, 2010.

**Schedule of Hourly Time Charges**

| Professional Staff  |          | Professional Support Staff |          |
|---------------------|----------|----------------------------|----------|
| Senior Principal    | \$260.00 | Senior Specialist          | \$105.00 |
| Principal           | 225.00   | Specialist                 | 95.00    |
| Associate Principal | 185.00   |                            |          |
| Senior Associate    | 160.00   | Senior Technician          | \$85.00  |
| Associate III       | 145.00   | Technician II              | 70.00    |
| Associate II        | 120.00   | Technician I               | 55.00    |
| Associate I         | 100.00   |                            |          |

We appreciate the opportunity to submit this proposal and hope that it meets with your satisfaction.

If you have any questions, please call.

Very truly yours,

**WISS, JANNEY, ELSTNER ASSOCIATES, INC.**



Richard A. Weber  
Project Manager

Enclosure

Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) has been requested to perform certain professional and other services. The parties agree that these services shall be performed under the following Terms and Conditions, and that Client's acceptance of WJE's proposal or its direction for WJE to commence any services constitutes acceptance of these Terms.

**1. Independent Contractor.** WJE is an independent contractor, and all persons employed to furnish services hereunder are employees of WJE or its subcontractors/subconsultants and not of the Client. WJE and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

**2. Performance.** The standard of care for all professional services performed or furnished by WJE will be the skill and care ordinarily used by members of WJE's professions performing similar services and practicing under similar circumstances at the same time and in the same locality. WJE makes no guarantees or warranties, express or implied, with regard to the performance of its services. WJE shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for construction safety precautions and programs since these are the responsibilities of others. WJE agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to WJE's services and that are in effect as of the date when the services are provided.

**3. Client Duties.** In order for WJE to perform the services requested, the Client shall, at no expense to WJE, (1) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work; (2) designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for WJE's services; and (3) provide access to and make all provisions for WJE to enter, without cost, limitation, or burden to WJE, the subject property as required to perform the work, including the use of scaffolds or similar mechanical equipment. WJE is entitled to rely upon the information and services provided by the Client.

**4. Safety.** Field work will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions that WJE may encounter. Client understands that WJE is only responsible for the safety of its own employees and those of its subconsultants and is not responsible for the safety of other persons or property.

**5. Compensation and Expenses.** Client agrees to pay for WJE's requested services in accordance with WJE's standard hourly rate schedule or negotiated fee. Charges generally will be billed in monthly intervals with applicable taxes included. Travel, subsistence, and out-of-pocket expenses incurred; communications; reproduction; and shipping charges will be billed at cost plus 5 percent and invoiced as an expense service fee. Use of vehicles will be billed at \$0.60 per mile. Expended materials for field and laboratory work, rental equipment, and any fees advanced on Client's behalf will be billed at cost plus 10 percent and invoiced as an expense service fee. WJE equipment used in field or laboratory work is billed at WJE's equipment usage rate

schedule in effect at the time the work is performed, subject to adjustment for minimum or extended usage. Portal-to-portal equipment usage rates are comparable to prevailing commercial rental rates (if available). Billing rates may be increased annually. Any subcontracted service will be billed at cost plus 10 percent providing the subcontract firm has in place adequate insurance coverage determined by WJE; otherwise, the cost will be marked up 20 percent and invoiced as an expense service fee. Client agrees to pay WJE's then-current time charges, attorneys' fees, and other expenses resulting from required attendance at depositions, administrative proceedings, or responding to subpoenas or court orders relating to the Project, but not for such expenses attributed to WJE's negligent performance of its services.

Payment for WJE's services is expected in full in US dollars upon receipt of the invoice. Invoices considered past due are subject to any related attorneys' fees and collection expenses. WJE reserves the right to suspend its services if the Client fails to make payment when due providing that WJE gives seven calendar days' notice to Client as practicable. In such an event, WJE shall have no liability to the Client for delay or damage caused the Client because of such suspension.

**6. Termination.** Both the Client and WJE have the right to terminate WJE's services for convenience upon seven calendar days' written notice to the other party. In the event the Client terminates without cause, WJE shall be entitled to compensation for its services and expenses up to the time of such notification, including fees for any transition services, and shall have no liability for delay or damage to Client because of such termination.

**7. Reports, Drawings, and Work Product.** WJE retains ownership of reports, drawings, specifications, test data, techniques, photographs, letters, notes, and other work product, including those in electronic form, it has created. These documents or parts thereof may not be reproduced or used by the Client for any purpose other than the purpose for which they were prepared, including, but not limited to, use on other projects or future modifications to this Project, without the prior written consent of WJE. Upon request, WJE will provide Client with a copy of documentation for information and reference purposes and bill for such reproduction in accordance with Paragraph 5 above. Any unauthorized use of WJE's work product shall be at the Client's sole risk and Client shall indemnify WJE for any liability or legal exposure to WJE. To the extent WJE terminates its services due to non-payment of fees by Client, Client shall not be entitled to use the documents described herein for any purpose whatsoever.

**8. Environmental Hazards.** Client acknowledges that WJE's services do not include the detection, investigation, evaluation, or abatement of environmental conditions that WJE may encounter, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may be present in buildings and structures involved in this Project. The Client agrees to defend, indemnify, and hold WJE harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault



of WJE's employees. WJE reserves the right to suspend its services, without liability for consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials and will notify the Client in such event.

**9. Dispute Resolution.** Prior to the initiation of any legal proceedings, WJE and the Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by WJE to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree.

**10. Governing Law.** The laws of the state where WJE performs its services shall govern.

**11. Successors and Assigns.** These Terms shall be binding upon Client and WJE and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent shall not be unreasonably withheld.

**12. Insurance.** WJE maintains commercial general liability, automobile, workers' compensation, and employers' liability and professional liability coverages under policies written by national insurance carriers rated by the A.M. Best Company, evidence of which will be provided upon request. Endorsements are not allowed. No waiver of subrogation is allowed on WJE's professional liability policy. Upon written request, WJE agrees to name the Client as an additional insured to the commercial general liability and automobile coverages. Any request to add other parties as additional insureds must be made in writing and is subject to certain limitations. All policies are subject to annual renewal, and WJE will not undertake to guarantee continued coverage beyond the individual policy term. Excess coverage is available for exposures over primary policy limits except for professional liability.

**13. Indemnity.** To the fullest extent permitted by law, Client and WJE each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of

Client and WJE, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to that negligence.

**14. Agreed Remedy.** To the fullest extent permitted by law, the total liability, in the aggregate, of WJE and WJE's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to WJE's services, the Project, or these Terms, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed an amount equal to the proceeds obligated to be paid under WJE's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed WJE's fees for the services performed hereunder.

In no event shall WJE be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

**15. Third-Party Beneficiaries.** Nothing contained in these Terms shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WJE. WJE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WJE because of these Terms or WJE's performance or non-performance of services hereunder.

**16. Entire Agreement.** These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations and written agreements between them, and any amendment or modification to either WJE's proposal or these Terms may be made only by a written instrument expressly stated to be an amendment and signed by WJE.

**17. Severability.** If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

## Richard A. Weber

Principal and Associate Unit Manager



### EDUCATION

University of Illinois, Chicago  
Bachelor of Architecture, Structures Option, 1990

### REGISTRATION

Architect in Illinois  
Structural Engineer in Illinois

### PRACTICE AREAS

Building Envelope Assessment  
Capital Reserve Analysis  
Design Peer Review  
Masonry Deterioration  
Repair and Rehabilitation Design  
Structural Investigation  
Water Penetration Testing  
Windows and Curtainwalls

### EXPERIENCE

Mr. Weber joined WJE in 1988, and has investigated hundreds of structures across the United States. He has investigated various building problems, performed structural analyses, and designed repairs for commercial, institutional, and residential buildings. Most assignments have involved water leakage, deterioration, or collapse of exterior cladding and framing systems. Cladding systems investigated have included masonry, windows, curtain walls, skylights, terra cotta, GFRC, metal panels, and stucco. Mr. Weber has performed and supervised the testing of exterior cladding components based on standards developed by ASTM International (ASTM), the American Architectural Manufacturers Association (AAMA), as well as procedures developed for specific projects.

Mr. Weber has authored and co-authored several articles in professional publications related to water leakage testing, repair, and construction detailing. He is also a lecturer for the University of Wisconsin Department of Professional Development program on the structural design of masonry.

### REPRESENTATIVE PROJECTS

#### *Building Envelope Assessment*

- Brementowne Estates: Investigation of water leakage and recladding design for an 85 building townhome complex, Tinley Park, Illinois
- OSF St. Francis Medical Center: Investigation of water leakage and repair design for GFRC panel system, Peoria, Illinois
- The State Parkway Condominiums: Investigation and repair design related to exterior masonry, Chicago, Illinois

#### *Capital Reserve Analysis*

- Water Tower Court : Capital reserve analysis for 37-building townhome development, Darien, Illinois
- Winston Towers No. 4 Condominiums: Capital reserve analysis and exterior repair design of 16-story high-rise, Chicago, Illinois

#### *Design Peer Review*

- Knoxville Convention Center: Review of design documents related to exterior envelope, Knoxville, Tennessee
- National Institute for Standards and Technology (NIST) Facility: Peer review related to exterior wall systems, Gaithersburg, Maryland
- Washington Convention Center: Review of design documents for exterior envelope, Washington, DC

#### *Window and Curtain Walls*

- 3440 North Lake Shore Drive Condominiums: Investigation of water leakage and complete exterior renovation design including window replacement, Chicago, Illinois
- EPA Research and Administration Facility: Investigation of water leakage in vaulted atrium skylight system, Raleigh, North Carolina
- OSF St. Joseph Medical Center: Investigation of window system and replacement design, Bloomington, Illinois

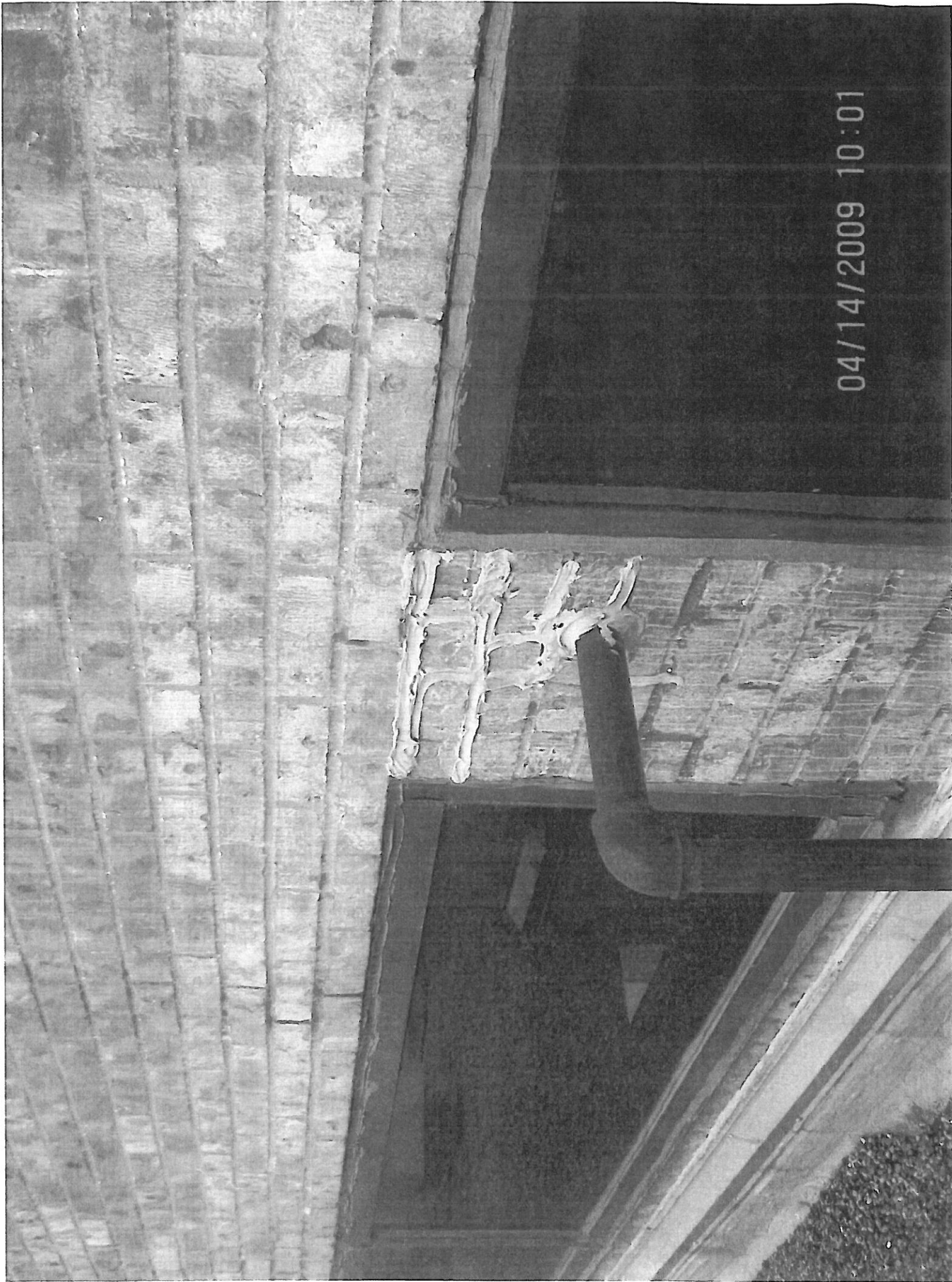
### PROFESSIONAL AFFILIATIONS

ASTM International (ASTM)  
The Masonry Society (TMS)  
Structural Engineers Association of Illinois (SEAOI)

### TECHNICAL COMMITTEES

ASTM E06 - Performance of Buildings  
TMS - Architectural Practices Committee  
TMS - Construction Practices Committee  
TMS - Existing Masonry Committee

04/14/2009 10:01





## REQUEST FOR COUNCIL ACTION

**To:** Honorable Mayor and Members of the City Council

**CC:** Sue McMillan, City Clerk

**From:** Dennis Kief, City Manager (09/14/2010)

**AGENDA ITEM:** Local #524 International Association of Firefighters Labor Contract with the City of Pekin

**AGENDA DATE REQUESTED:** September 27, 2010

**ACTION REQUESTED:** Approval of Bargaining Unit Contract

**BACKGROUND:** The City of Pekin and the Fire Union have had long standing agreements with the City. The current ~~Police~~ <sup>Fire</sup> Contract expires April 30, 2011. Negotiations for that contract recently began. We have reached a tentative 5 year agreement with that bargaining unit for the period from May 1, 2011 through April 30, 2016. Up to 50% of the represented firefighters could live in an increased radius of 10 to 20 miles (same as Police Contract). The most significant issues were wages and health insurance. Below is a summary of the financial issues:

|                 | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|-----------------|--------|--------|--------|--------|--------|
| Wages           | 2.75%  | 3.00%  | 3.00%  | 3.00%  | 3.00%  |
| Insurance/Month |        |        |        |        |        |
| Single Coverage | 30     | 35     | 40     | 45     | 50     |
| Single + Spouse | 124.50 | 124.50 | 125    | 140    | 155    |
| Single + Child  | 124.50 | 124.50 | 125    | 140    | 155    |
| Family          | 124.50 | 130    | 150    | 170    | 190    |

I want to take the opportunity to thank Chris Coats and his negotiating committee as well as Chief Nelson and Deputy Chief Cox for the courteous and professional manner in which the negotiations took place.

**FINANCIAL IMPACT:** Wages are what will be budgeted for FY 2012 and in the Personnel Plan for FY 2013-6

**NEIGHBORHOOD CONCERNS:** N/A

**IMPACT IF APPROVED:** This Contract would be in effect through April 2016

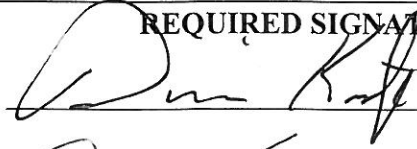
**IMPACT IF DENIED:** Negotiations would re-open and extend conditions of current contract until resolution

**ALTERNATIVES:** N/A

**RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:** Consistent with the Strong Foundation theme

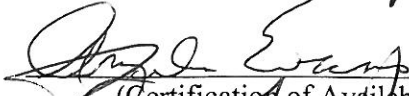
REQUIRED SIGNATURES

Department Director



9/20/10  
Date

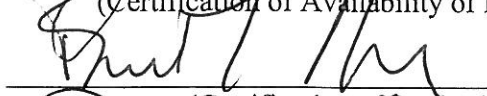
Finance Department



(Certification of Availability of Funds)

9-20-10  
Date

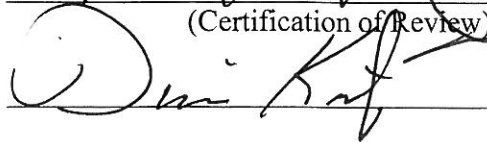
Corporation Counsel



(Certification of Review)

3/24/10  
Date

City Manager



9/20/10  
Date

CITY PROPOSAL 9/14/2010  
**TABLE OF CONTENTS**

**ARTICLE 1**

|                              |   |
|------------------------------|---|
| <b><u>PREAMBLE</u></b> ..... | 7 |
|------------------------------|---|

**ARTICLE 2**

|                                 |   |
|---------------------------------|---|
| <b><u>RECOGNITION</u></b> ..... | 7 |
|---------------------------------|---|

**ARTICLE 3**

|                                        |   |
|----------------------------------------|---|
| <b><u>NON-DISCRIMINATION</u></b> ..... | 8 |
|----------------------------------------|---|

|                                                         |   |
|---------------------------------------------------------|---|
| <u>Section 3.1 - Equal Employment Opportunity</u> ..... | 8 |
|---------------------------------------------------------|---|

|                                               |   |
|-----------------------------------------------|---|
| <u>Section 3.2 - Non Discrimination</u> ..... | 8 |
|-----------------------------------------------|---|

|                                                     |   |
|-----------------------------------------------------|---|
| <u>Section 3.3 - Use of Masculine Pronoun</u> ..... | 8 |
|-----------------------------------------------------|---|

|                                                                     |   |
|---------------------------------------------------------------------|---|
| <u>Section 3.4 - Americans With Disability Act Compliance</u> ..... | 8 |
|---------------------------------------------------------------------|---|

|                                               |   |
|-----------------------------------------------|---|
| <u>Section 3.5 - Affirmative Action</u> ..... | 8 |
|-----------------------------------------------|---|

|                                       |   |
|---------------------------------------|---|
| <u>Section 3.6 - Harassment</u> ..... | 9 |
|---------------------------------------|---|

**ARTICLE 4**

|                                        |   |
|----------------------------------------|---|
| <b><u>MUTUAL COOPERATION</u></b> ..... | 9 |
|----------------------------------------|---|

|                                        |   |
|----------------------------------------|---|
| <u>Section 4.1 - Cooperation</u> ..... | 9 |
|----------------------------------------|---|

|                                                       |   |
|-------------------------------------------------------|---|
| <u>Section 4.2 - Labor Management Committee</u> ..... | 9 |
|-------------------------------------------------------|---|

**ARTICLE 5**

|                                                       |    |
|-------------------------------------------------------|----|
| <b><u>UNION PRESENTATION AT ORIENTATION</u></b> ..... | 10 |
|-------------------------------------------------------|----|

**ARTICLE 6**

|                                    |    |
|------------------------------------|----|
| <b><u>DUES DEDUCTION</u></b> ..... | 10 |
|------------------------------------|----|

|                                 |    |
|---------------------------------|----|
| <u>Section 6.1 - Dues</u> ..... | 10 |
|---------------------------------|----|



|                                                       |    |
|-------------------------------------------------------|----|
| <u>Section 6.2 - Fair Share</u> .....                 | 11 |
| <u>ARTICLE 7</u>                                      |    |
| <u>MANAGEMENT RIGHTS</u> .....                        | 12 |
| <u>ARTICLE 8</u>                                      |    |
| <u>NO STRIKE</u> .....                                | 13 |
| <u>Section 8.1 - No-Strike Commitment</u> .....       | 13 |
| <u>Section 8.2 - Resumption of Operations</u> .....   | 13 |
| <u>Section 8.3 - No Lockout</u> .....                 | 13 |
| <u>Section 8.4 – No Contracting Out</u> .....         |    |
| <u>ARTICLE 9</u>                                      |    |
| <u>IMPASSE RESOLUTION</u> .....                       | 13 |
| <u>ARTICLE 10</u>                                     |    |
| <u>BILL OF RIGHTS</u> .....                           | 13 |
| <u>ARTICLE 11</u>                                     |    |
| <u>DRUGS AND ALCOHOL</u> .....                        | 14 |
| <u>Section 11.1 - Drug and Alcohol Testing</u> .....  | 14 |
| <u>Section 11.2 - Discipline/Rehabilitation</u> ..... | 15 |
| <u>ARTICLE 12</u>                                     |    |
| <u>FIRE DUTIES AND RESRICTIONS</u> .....              | 16 |
| <u>ARTICLE 13</u>                                     |    |
| <u>GRIEVANCE PROCEDURE</u> .....                      | 17 |
| <u>Section 13.1 - Definition</u> .....                | 17 |
| <u>Section 13.2 - Procedure</u> .....                 | 17 |
| <u>Section 13.3 - Arbitration</u> .....               | 18 |
| <u>Section 13.4 - Right to File Grievances</u> .....  | 18 |

|                                                              |    |
|--------------------------------------------------------------|----|
| <u>Section 13.5 - Initial Filings</u> .....                  | 19 |
| <u>Section 13.6 - Time Limits</u> .....                      | 19 |
| <u>Section 13.7 - Uniform Arbitration Act to Apply</u> ..... | 19 |

#### ARTICLE 14

|                                                |    |
|------------------------------------------------|----|
| <u>DISCIPLINARY MATTERS</u> .....              | 19 |
| <u>Section 14.1 Employee discipline</u> .....  | 19 |
| <u>Section 14.2 Appeal of Discipline</u> ..... |    |

#### ARTICLE 15

|                     |    |
|---------------------|----|
| <u>LAYOFF</u> ..... | 20 |
|---------------------|----|

#### ARTICLE 16

|                                         |    |
|-----------------------------------------|----|
| <u>EMPLOYEE SECURITY</u> .....          | 21 |
| <u>Section 16.1 - Inspections</u> ..... | 21 |

#### ARTICLE 17

|                                                                                                                 |    |
|-----------------------------------------------------------------------------------------------------------------|----|
| <u>HOURS AND OVERTIME:COMP TIME, CALL INS, HOLDOVERS, KELLY DAYS</u> .....                                      | 21 |
| <u>Section 17.1 - Definitions</u> .....                                                                         | 21 |
| <u>Section 17.2 - Overtime</u> .....                                                                            | 22 |
| <u>Section 17.3 - Call-Ins</u> .....                                                                            | 22 |
| <u>Section 17.4 - Accumulations of Compensatory Time</u><br><u>(Time accumulated after April 1, 1990)</u> ..... | 22 |
| <u>Section 17.5 - Reimbursement for Time</u> .....                                                              | 23 |
| <u>Section 17.6 - Accumulated Compensation Time</u> .....                                                       | 23 |
| <u>Section 17.7 - Kelly Days</u> .....                                                                          | 23 |

#### ARTICLE 18



|                         |    |
|-------------------------|----|
| <u>COURT TIME</u> ..... | 24 |
|-------------------------|----|

## ARTICLE 19

|                        |    |
|------------------------|----|
| <u>SENIORITY</u> ..... | 24 |
|------------------------|----|

|                                                     |    |
|-----------------------------------------------------|----|
| <u>Section 19.1 - Definition of Seniority</u> ..... | 24 |
|-----------------------------------------------------|----|

|                                            |    |
|--------------------------------------------|----|
| <u>Section 19.2 - Seniority List</u> ..... | 24 |
|--------------------------------------------|----|

|                                        |    |
|----------------------------------------|----|
| <u>Section 19.3 - Promotions</u> ..... | 25 |
|----------------------------------------|----|

## ARTICLE 20

|                          |    |
|--------------------------|----|
| <u>UNION LEAVE</u> ..... | 25 |
|--------------------------|----|

## ARTICLE 21

|                         |    |
|-------------------------|----|
| <u>LEAVE TIME</u> ..... | 26 |
|-------------------------|----|

|                                              |    |
|----------------------------------------------|----|
| <u>Section 21.1 - Bereavement Time</u> ..... | 26 |
|----------------------------------------------|----|

|                                       |    |
|---------------------------------------|----|
| <u>Section 21.2 - Jury Duty</u> ..... | 26 |
|---------------------------------------|----|

|                                                       |    |
|-------------------------------------------------------|----|
| <u>Section 21.3 - Short-term Military Leave</u> ..... | 27 |
|-------------------------------------------------------|----|

|                                             |    |
|---------------------------------------------|----|
| <u>Section 21.4 - Maternity Leave</u> ..... | 27 |
|---------------------------------------------|----|

|                                                  |    |
|--------------------------------------------------|----|
| <u>Section 21.5 - Injury Leave On Duty</u> ..... | 27 |
|--------------------------------------------------|----|

|                                                   |    |
|---------------------------------------------------|----|
| <u>Section 21.6 - Injury Leave Off Duty</u> ..... | 27 |
|---------------------------------------------------|----|

|                                                                         |    |
|-------------------------------------------------------------------------|----|
| <u>Section 21.7- Off Duty Injury/Illness Temporary Light Duty</u> ..... | 28 |
|-------------------------------------------------------------------------|----|

## ARTICLE 22

|                                    |    |
|------------------------------------|----|
| <u>WORKER'S COMPENSATION</u> ..... | 28 |
|------------------------------------|----|

## ARTICLE 23

|                       |    |
|-----------------------|----|
| <u>HOLIDAYS</u> ..... | 28 |
|-----------------------|----|

## ARTICLE 24

|                                |    |
|--------------------------------|----|
| <u>UNIFORM ALLOWANCE</u> ..... | 29 |
|--------------------------------|----|

#### ARTICLE 25

|                        |    |
|------------------------|----|
| <u>VACATIONS</u> ..... | 29 |
|------------------------|----|

#### ARTICLE 26

|                                   |    |
|-----------------------------------|----|
| <u>EMT-I CERTIFIACATION</u> ..... | 30 |
|-----------------------------------|----|

#### ARTICLE 27

|                         |    |
|-------------------------|----|
| <u>SICK LEAVE</u> ..... | 32 |
|-------------------------|----|

|                                         |    |
|-----------------------------------------|----|
| <u>Section 27.1 - Definitions</u> ..... | 32 |
|-----------------------------------------|----|

|                                              |    |
|----------------------------------------------|----|
| <u>Section 27.2 - Use of Sick Days</u> ..... | 32 |
|----------------------------------------------|----|

|                                                       |    |
|-------------------------------------------------------|----|
| <u>Section 27.3 - Accumulation of Sick Days</u> ..... | 32 |
|-------------------------------------------------------|----|

|                                                                               |    |
|-------------------------------------------------------------------------------|----|
| <u>Section 27.4 - Bonus and Annual Accumulation of Unused Sick Time</u> ..... | 33 |
|-------------------------------------------------------------------------------|----|

|                                                                      |    |
|----------------------------------------------------------------------|----|
| <u>Section 27.5 - Procedures for Payment of Paid Sick Days</u> ..... | 33 |
|----------------------------------------------------------------------|----|

#### ARTICLE 28

|                                             |    |
|---------------------------------------------|----|
| <u>Section 28.1 - Salary Schedule</u> ..... | 33 |
|---------------------------------------------|----|

#### ARTICLE 29

|                            |    |
|----------------------------|----|
| <u>NEW EMPLOYEES</u> ..... | 38 |
|----------------------------|----|

|                                                 |    |
|-------------------------------------------------|----|
| <u>Section 29.1 - Probationary Status</u> ..... | 38 |
|-------------------------------------------------|----|

|                                         |    |
|-----------------------------------------|----|
| <u>Section 29.2 - Rate of Pay</u> ..... | 38 |
|-----------------------------------------|----|

|                                             |    |
|---------------------------------------------|----|
| <u>Section 29.3 - Training School</u> ..... | 38 |
|---------------------------------------------|----|

#### ARTICLE 30

|                               |    |
|-------------------------------|----|
| <u>SCHOOL PROVISION</u> ..... | 38 |
|-------------------------------|----|

|                                                   |    |
|---------------------------------------------------|----|
| <u>Section 30.1 - Tuition Reimbursement</u> ..... | 38 |
|---------------------------------------------------|----|

|                                              |    |
|----------------------------------------------|----|
| <u>Section 30.2 - Educational Bonus.....</u> | 39 |
|----------------------------------------------|----|

## ARTICLE 31

|                       |    |
|-----------------------|----|
| <u>INSURANCE.....</u> | 39 |
|-----------------------|----|

|                                                 |    |
|-------------------------------------------------|----|
| <u>Section 31.1 - Health Care Coverage.....</u> | 39 |
|-------------------------------------------------|----|

|                                             |    |
|---------------------------------------------|----|
| <u>Section 31.2 - Health Care Cost.....</u> | 39 |
|---------------------------------------------|----|

|                                                       |    |
|-------------------------------------------------------|----|
| <u>Section 31.3 – Health Insurance Committee.....</u> | 40 |
|-------------------------------------------------------|----|

|                                                  |  |
|--------------------------------------------------|--|
| <u>Section 31.4 Compliance with the Law.....</u> |  |
|--------------------------------------------------|--|

## ARTICLE 32

|                               |    |
|-------------------------------|----|
| <u>TEMPORARY UPGRADE.....</u> | 40 |
|-------------------------------|----|

## ARTICLE 33

|                     |    |
|---------------------|----|
| <u>NOTICES.....</u> | 41 |
|---------------------|----|

## ARTICLE 34

|                            |    |
|----------------------------|----|
| <u>SAVINGS CLAUSE.....</u> | 41 |
|----------------------------|----|

## ARTICLE 35

|                                |    |
|--------------------------------|----|
| <u>COMPLETE AGREEMENT.....</u> | 41 |
|--------------------------------|----|

## ARTICLE 36

|                        |    |
|------------------------|----|
| <u>MUTUAL AID.....</u> | 42 |
|------------------------|----|

## ARTICLE 37

|                       |    |
|-----------------------|----|
| <u>RESIDENCY.....</u> | 42 |
|-----------------------|----|

## ARTICLE 38

|                       |  |
|-----------------------|--|
| <u>NFPA 1710.....</u> |  |
|-----------------------|--|

## ARTICLE 39

|                                  |  |
|----------------------------------|--|
| <u>40 HOUR FIREFIGHTERS.....</u> |  |
|----------------------------------|--|

|                                               |  |
|-----------------------------------------------|--|
| <u>Section 39.1 Coverage and Purpose.....</u> |  |
|-----------------------------------------------|--|

|                                   |  |
|-----------------------------------|--|
| <u>Section 39.2 Overtime.....</u> |  |
|-----------------------------------|--|

|                                    |  |
|------------------------------------|--|
| <u>Section 39.3 Sick Days.....</u> |  |
|------------------------------------|--|

|                                           |  |
|-------------------------------------------|--|
| <u>Section 39.4 Sick Leave Bonus.....</u> |  |
|-------------------------------------------|--|

|                                                      |  |
|------------------------------------------------------|--|
| <u>Section 39.5 Computation of Hourly Rate</u> ..... |  |
| <u>Section 39.6 Personal Days</u> .....              |  |
| <u>Section 39.7 Bereavement</u> .....                |  |
| <u>Section 39.8 Injury Leave Off Duty</u> .....      |  |
| <u>Section 39.9 Wages</u> .....                      |  |
| <u>Section 39.10 Vacations</u> .....                 |  |
| <u>Section 39.11 Holidays</u> .....                  |  |

#### ARTICLE 40

|                     |  |
|---------------------|--|
| <u>TRADES</u> ..... |  |
|---------------------|--|

#### ARTICLE 41

|                                         |  |
|-----------------------------------------|--|
| <u>PHYSICAL INCENTIVE PROGRAM</u> ..... |  |
|-----------------------------------------|--|

#### ARTICLE 42

|                              |  |
|------------------------------|--|
| <u>MINIMUM MANNING</u> ..... |  |
|------------------------------|--|

#### ARTICLE 43

|                             |  |
|-----------------------------|--|
| <u>DUES CHECK OFF</u> ..... |  |
|-----------------------------|--|

#### ARTICLE 44

|                        |  |
|------------------------|--|
| <u>AMBULANCE</u> ..... |  |
|------------------------|--|

#### ARTICLE 45

|                                                 |    |
|-------------------------------------------------|----|
| <u>DURATION</u> .....                           | 42 |
| <u>Section 45.1</u> .....                       | 42 |
| <u>Section 45.2 - Term of Agreement</u> .....   | 42 |
| <u>Section 45.3 - Continuing Effect</u> .....   | 43 |
| <u>Section 45.4 - Mutual Modification</u> ..... | 43 |

#### ARTICLE 1

## PREAMBLE

This Agreement is entered into by and between the City of Pekin (hereinafter referred to as the "Employer"), and Local # 524, International Association of Firefighters (Hereinafter referred to as the Union").

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustments of differences which may arise, and to establish proper standard of wages, hours, and conditions of employment.

## ARTICLE 2

### RECOGNITION

The Employer hereby recognizes the Union as the sole bargaining representative of all employees of the Pekin Fire Department (herein referred to as "officers"), except the Fire Chief, sworn personnel above the rank of Captain, and all unsworn personnel, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and conditions of employment.

Probationary employees are covered by this Agreement except for discipline and discharge. Where an employee within the bargaining unit is appointed to a position above the rank of Captain within the Fire Department, the employee will be able to return to his former rank in the event he is removed from the appointive position. The foregoing shall not limit the authority of the Board of Fire and Police Commissioners in considering charges against such employee under the Fire and Police Commission Act.

Should the City create new positions or classifications of sworn personnel within the Fire Department, the City will, on request, meet with the Union to consider whether the new positions or classifications should be included within the bargaining unit. In the event the parties cannot agree, either party may petition the Illinois State Labor Relations Board for a unit clarification or determination. If the parties agree to include the new position or classification, they shall file with the Illinois State Labor Relations Board to amend the bargaining unit, and shall thereafter negotiate concerning the salary to be paid to such position or classification, provided the City shall have the right to set the salary to be paid pending the parties' negotiation of that issue.

## ARTICLE 3

### NON-DISCRIMINATION

#### Section 3.1 - Equal Employment Opportunity.

The Employer will continue to provide equal employment opportunity to all Union members and apply equal employment practices.

#### Section 3.2 - Non-Discrimination

Employer shall not discriminate against Union members, and employment-related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, age, political belief or affiliation, national origin or membership in the Union. Employer and Union will adhere to State and Federal standards.

#### Section 3.3 - Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

#### Section 3.4 -Americans With Disability Act Compliance

The City and the Union agree to comply with the Americans With Disabilities Act, including the duty to make reasonable accommodation, in the implementation of the Agreement. Where any employee contends either the City, the Union, or both, have failed to fulfill their duties under the ADA, the employee may pursue relief under the grievance and arbitration procedure of this Agreement, provided the employee gives the City and the Union written notice of his contention(s) and agrees his contentions shall be submitted to arbitration proceedings which shall be final and binding upon him.

#### Section 3.5 - Affirmative Action

As a public employer, the City is subject to certain duties to take and/or promote affirmative action, and to maintain a drug-free workplace, under federal and state laws. Nothing in the Agreement shall be interpreted in a manner which might prevent the City from fulfilling such obligations, or taking measures necessary to promote affirmative action and a drug-free workplace.

### Section 3.6 - Harassment

Every employee shall accord other employees, and individuals with whom they come in contact in the course of employment, equal treatment, respect and dignity, and maintain a work environment free from unwelcome harassment occasioned by race, sex, national origin, religion, age, or disability. Harassment may include verbal, written, visual or physical acts or conduct which is offensive in nature, intimidating, insulting, degrading, or unwelcome, occasioned by, or resulting from, prejudice, bias, or intolerance based upon the foregoing, and is unlawful and contrary to public policy, and may result in termination of the employment relationship where it occurs. Both parties agree to conform to the Sexual Harassment Policy contained within the City of Pekin Personnel Policy.

## ARTICLE 4

### MUTUAL COOPERATION

#### Section 4.1 - Cooperation

The employer and the Union agree to cooperate with each other in matters of the administration of the Agreement.

#### Section 4.2 - Labor-Management Committee

There shall be established a joint Labor-Management Committee, such Committee to be composed of three (3) representatives each for both the Union and the Employer, with these representatives to be selected and designated by the Union and the Employer, respectively. This Committee shall meet quarterly, the exact date of which shall be agreed upon between the parties. This Committee shall also meet at a mutually agreed time when the following issues are first known to the respective parties.

1. Pre-discipline
2. Pre-grievance
3. New or revised rules, regulations & S.O.P.'s
4. Federal, State and local government mandates
5. OSHA & Illinois Department of Labor proposed changes

6. Pension legislation
7. Injuries which are serious
8. City ordinances and resolutions
9. Union fund Raising
10. Lobbying efforts by the I.A.F.F. and the IML
11. Sick leave "problems"
12. Workers Compensation Issues
13. Any other proposed legislation that may impact either party
14. Any other issue mutually agreed to by both parties

Both parties to this agreement agree to attend at least one joint training program together for Labor-Management issues. At least one representative from both parties to the joint Labor-Management Committee shall attend.

Nothing in this article shall require the parties to bargain for the issues listed in the above numbered 1-14, but rather to discuss the issues in an open forum as to understand all sides of each issue and the possible impact on the parties involved.

## ARTICLE 5

### UNION PRESENTATION AT ORIENTATION

The employer shall grant the Union (a member and/or members of its Executive Board) an opportunity during the departmental orientation of new firefighters to present the benefits of Union membership as well as the Fire Fighters Health Insurance Plan.

## ARTICLE 6

### DUES DEDUCTIONS

#### Section 6.1 - Dues

Upon receipt of proper written authorization from an employee, the Employer shall deduct each Month Union dues in the amount certified by the Treasurer of the Union from the pay of all employees



covered by this Agreement, who, in writing, authorize such deductions. Such money shall be submitted to the Treasurer of the Union within thirty (30) days after the deductions have been made. Said deductions will be terminated upon employee's written request.

The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken by the Employer for the purpose of complying with the provisions of the Article.

#### Section 6.2 - Fair Share

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The Employer shall, with respect to any employee in whose behalf the Employer has not received a written authorization as provided for above, deduct from the wages of the officer, the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made, subject to the following:

A. The Union has certified to the Employer that the affected employee has been delinquent in his obligations for at least thirty (30) days;

B. The Union has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of the Article, and that the employee has been advised by the Union of his obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee.

C. The Union has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated by the Illinois State Labor Relations Board, and

D. If because a bona fide religious belief or teaching of a church or religious body, a member does not wish

to contribute a fair share, in lieu thereof he may pay to a non-religious charitable organization his fair share. Said organization shall be mutually agreed upon between the employee and the Union. In the event the employee and the Union cannot agree upon said organization, then same shall be determined by the Illinois State Labor Relations Board. Furthermore, if there is a dispute between the employee and the Union as to whether or not the employee and the Union as to whether or not the employee's religious belief is bona fide, then same shall be resolved by an impartial arbitrator appointed by the Illinois State Labor Relations Board.

## ARTICLE 7

### MANAGEMENT RIGHTS

Except as modified by the provisions of this Agreement, the Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights.

- A. To determine the organization and operations of the Fire Department;
  - B. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions;
  - C. To set standards for the services to be offered to the public;
  - D. To direct the employees of the fire Department, including the right to assign work and overtime;
  - E. To hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule officers except as otherwise provided for by the Board of Fire and Police commissioners;
  - F. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of bona fide lack of work or funds or other proper reasons;
  - G. To establish work schedules;
  - H. To establish, modify, combine or abolish job positions and classifications;
    - I. To add, delete or alter methods of operation, equipment or facilities;
    - J. To establish, implement and maintain an effective internal control program;
    - K. To suspend, demote, discharge or take other disciplinary action against firefighters for just cause except as otherwise provided for by the Board of Fire and Police Commissioners or the Agreement, and
    - L. Inherent managerial functions, prerogatives, and policy making rights as set forth in section 1604 of the IPLRA which the employer has not expressly restricted by provision of the Agreement shall remain vested exclusively with the Employer subject to the rights of the Union as set forth in the Act.
- Nothing in the Article shall abrogate or alter the other Articles of this Agreement.

## **ARTICLE 8**

### **NO STRIKE**

#### **Section 8.1 - No-Strike Commitment**

Neither the Union nor any firefighter, member of the Union nor employee covered by this Agreement, will call, institute, authorize, participate in, sanction, encourage or ratify any strike, work stoppage, or picket which causes work stoppage or other concerted refusal to perform duties by any officer or officer group, or the concerted interference with, in whole or part, the full faithful and proper performance of all normal operations of City Government. Neither the Union nor any firefighter, member of the Union, nor employee covered by this Agreement, shall refuse to cross any picket line, by whomsoever established.

#### **Section 8.2 - Resumption of Operations**

In the event of action prohibited by the Section above, the Union immediately shall publicly disavow such action and request the offender to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of the Section.

#### **Section 8.3 - No Lockout**

In no instance shall the City lockout employees as a result of a labor dispute.

#### **Section 8.4 – No Contracting out**

This agreement will confirm the City's commitment to the Union. The City agrees that in no event shall the City contract or subcontract out for the provisions of any service currently performed by the members of the bargaining unit, including but not limited to, fire suppression, fire inspections, fire investigations, fire public education, and emergency medical services.

## **ARTICLE 9**

### **IMPASSE RESOLUTION**

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act (5 ILCS 315/14, formerly Ch. 48, Section 1614, as it may be amended from time to time) unless the parties otherwise agree.

## **ARTICLE 10**

### **BILL OF RIGHTS**

All employees shall be afforded all rights under the Fire Fighters Disciplinary Act as now in effect or as may from time to time be amended.

## ARTICLE 11

### SUBSTANCE ABUSE

#### Section 11.1 - Drug and Alcohol Testing

It being the desire of the parties to protect the safety of the public and other employees, yet safeguard the rights of individual employees, the parties agree that drug and alcohol testing shall be conducted as follows:

1. The Employer may order individual employees to submit to blood or urine tests to determine the presence of alcohol and/or drugs where the Employer has just cause to believe the individual employee is then under the influence of alcohol or controlled substances. The Employer shall set forth in writing to the employee the basis for such just cause, including all objective facts and reasonable observations shall be delivered to the employee.

2. Employees ordered to submit to drug and alcohol tests shall promptly comply with the order, whether or not they believe that just cause for the order exists. Refusal to submit to such test may result in appropriate disciplinary action. Employees who submit to such tests shall not be deemed to have waived or otherwise impaired their rights to grieve or otherwise contest any aspect of the testing as may be provided by law or this Agreement.

An employee who has been tested and has a blood alcohol level in excess of .04 and who refuses to undergo a complete substance abuse treatment program shall be subject to disciplinary action with just cause.

3. The employer agrees that its testing procedure for the presence of drugs or alcohol shall conform to the following:

- A. Use only a licensed clinical laboratory to test body fluids or materials for alcohol or drugs;
- B. Establish a chain of custody procedures for both sample collection and testing that will insure The integrity of and identity of each sample and test result;
- C. Collect a sufficient sample of the same body fluid or material to permit for an initial screening,

A confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee;

- D. Collect all samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Proper testing may be conducted to prevent the submission of a false or adulterated sample;
- E. Confirm any sample that tests positive in the initial screening for alcohol or drugs by use of gas chromatography, with mass spectrometry or an equivalent scientifically accurate and accepted method that provides quantitative data about the detected alcohol or drug metabolites;
- F. Provide the employee tested with an opportunity to have an additional portion of the same

sample tested by a licensed testing facility of his own choosing;

G. Require that the clinical laboratory report to the Employer the positive results only in the case where both the initial and confirmatory test results are positive as to the same example.

H. Provide each officer with a report of the results of each drug or alcohol test that includes the types of tests conducted, the results of each test, the detection level used by the laboratory, and any other information provided to the employer by the laboratory.

I. Insure that all positive samples are maintained for a period of not less than 120 days to permit additional testing at the election of the employee.

4. The parties agree that there shall be no random, periodic or mass testing of employees for alcohol or drugs except as specifically provided by State or Federal Law. Employees shall have the right to grieve the basis for the order to test, accuracy of the tests, the consequences of the test or any alleged violation of this Agreement. Should a grievance concerning such testing be sustained, the arbitrator shall have the authority to fashion an appropriate remedy, including but not limited to expungement of records, a prohibition against using information concerning the test or results thereof in any future employment decision, and posting of appropriate notices. It is understood that employees' legal rights that may exist outside this Agreement concerning drug and/or alcohol testing are not limited or in any manner abridged herein and they may pursue the same as provided by law, this Agreement notwithstanding.

5. the employer agrees to maintain all records concerning drug or alcohol problems of its employee in the utmost confidence, releasing such information only upon the written authorization of the affected employee or upon proper court order.

#### Section 11.2 - Discipline/Rehabilitation

1. Any employee, who is determined to have a drug abuse or alcohol abuse problem may be granted leave without pay to seek assistance through an established employee assistance program. The Employer shall contribute either through insurance or direct payment up to twenty five thousand dollars (\$25,000.00) as a maximum lifetime benefit to each employee to be used for alcohol and drug rehabilitation treatment. Once the twenty-five thousand dollar (\$25,000.00) maximum has been spent by the Employer, the Employer shall have no further financial obligation with respect to an employee's treatment for alcohol and/or drug abuse. The employee shall be able to use any compensation time, vacation time, or sick leave as the employee may have accumulated in order to participate in such a program. Successful completion of a drug abuse or alcohol abuse rehabilitation program within one year is required. Failure to complete such a program within one year shall be the basis for dismissal.

2. Any employee who has or who admits he has an alcohol abuse problem or a drug abuse problem or has tested positive for non-prescribed drugs while on duty and refuses to seek rehabilitation through an

employee assistance program, is subject to disciplinary action by the Fire Chief as he deems fit according to the laws of the State of Illinois and the rules and procedures of the Board of Fire and Police Commissioners.

3. Any employee who has completed a drug or alcohol rehabilitation program within one year, and who has been deemed suitable to return to work by a licensed physician or counselor, shall return to work without loss of seniority or any other benefits held at the time leave was granted.

4. Any employee who has completed a substance abuse treatment program and has returned to work is subject to random testing by the Employer for a period of up to two (2) years following the employees return to work. Said testing shall be limited to no more than four (4) per twelve (12) month period with said period commencing on the date the employee has completed said program.

5. Any employee after completing a substance abuse treatment program as provided above, who tests positive for controlled substances while on duty shall be subject to disciplinary action by the Fire Chief as he deems fit according to the laws of the State of Illinois and the rules and procedures of the Board of Fire and Police Commission.

## ARTICLE 12

### FIRE DUTIES AND RESTRICTIONS

No officers covered by this Agreement shall be required to perform any duties except those directly associated with:

A. Firefighting, hazardous materials, fire prevention, training, routine maintenance of firefighting equipment, and other related duties as are reasonably necessary in the operation of the Fire Department;

B. Emergency first aid and rescue duties in connection with the operation of the Fire Department;

C. Demonstrations or instructions to the public or various organizations concerning public safety, demonstrations, inspections and related activities concerning public safety; or

D. Other duties mutually agreed to by the parties.

E. Company Inspections shall generally be done Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M., excluding holidays, weather permitting.

F. Training shall generally be done Monday through Saturday between the hours of 8:00 A.M. and 5:00 P.M., excluding holidays. The Union understands that there may be instances where special training situations arise and are willing to work with the Chief and/or Training Officer to agree on a proper time and place for this training. The Assistant Chief shall be responsible that his/her assigned training is completed.

## ARTICLE 13

## GRIEVANCE PROCEDURE

### Section 13.1 - Definition

A grievance is defined as a dispute of difference of opinion between the Employer and the Union or employee(s) over the meaning, application or interpretation of the terms of this Agreement or the inequitable application of the rules and regulations of the Pekin Fire Department.

### Section 13.2 - Procedure

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, this informal process cannot or does not resolve the matter, grievances shall be processed according to the following procedure. All grievances must be filed within thirty (30) days of the date of the event giving rise to the grievance.

Step 1: Grievances shall be first submitted in writing to the employee's immediate supervisor, setting forth portion(s) of the Agreement involved and shall set forth the facts which form the basis of the grievance, as well as the relief requested. The Supervisor shall deliver his written response to the grievance within five (5) calendar days after the receipt of the grievance. If denied, this response shall set forth the basis for denial of the grievance, specifying those facts and portions of the Agreement upon which the denial is based.

Step 2: If the grievance is not resolved in Step 1, and the grievant desires to appeal, it shall be referred in writing to the Fire Chief within seven (7) calendar days of the receipt of the Step 1 response. This appeal shall state the basis upon which the grievant was improperly denied at the preceding step. The Fire Chief or his designee shall investigate the grievance and offer to discuss the grievance with the grievant and/or his representatives within seven (7) calendar days of receipt. If no settlement is reached, the Fire Chief shall deliver his written answer to the grievant within ten (10) calendar days of the receipt of the grievance, setting forth the facts and portion(s) of the Agreement upon which the denial is based.

Step 3: If the grievance is not settled in Step 2, and the grievant desires to appeal, the grievance shall be referred in writing to the City Manager within seven (7) calendar days of the receipt of the Step 2 response. The City Manager or his designee shall investigate the grievance and offer to discuss the grievance with the grievant and/or his representatives within seven (7) calendar days of receipt. If no settlement is reached, the City Manager shall deliver his written answer to the grievant within ten (10) calendar days of the receipt of the grievance, setting forth the facts and portion(s) of the Agreement upon which the denial is based.

Step 4: If the grievance is not settled in Step 3, and the Union desires to refer the grievance to arbitration, it shall notify the City Manager in writing within twenty-one (21) calendar days of the receipt of the Step 3 response.

### Section 13.3 - Arbitration

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to final and binding arbitration, as described below, within twenty-one (21) calendar days of receipt of the Employer's written answer as provided to the Union at Step 3:

A. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven-day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Each party also retains the right to request that the panel(s) submitted for any given case be limited to members of the National Academy of Arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel, with the alternate order of individual strikes to be determined by a coin toss. The person remaining shall be the arbitrator.

B. The arbitrator shall be notified of his/her selection by a joint letter from the parties and shall be requested to set a time and place for the hearing, subject to the availability of Union and Employer representatives.

C. The arbitrator shall submit his/her final and binding decision in writing sixty (60) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

The Arbitrator shall have no power to amend, modify, nullify, ignore, imply, add to or subtract from, the express provisions of the Agreement. He shall consider and decide only the specific issue submitted to him in writing by the City and the Union, and shall have no authority to make a decision on any issue(s) not submitted to him. The Arbitrator shall be without power to make decisions contrary to or inconsistent with, or modifying or varying in any way superseding State or Federal law.

D. More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

E. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for its own representatives and witnesses.

### Section 13.4 - Right to File Grievances

Nothing herein shall be construed as limiting the right of individual employees to file grievances with the Employer through the foregoing grievance procedure without the intervention of the Union as provided by law. In such instances, the Employer shall notify the Union in writing and provide it with a copy of the grievance within seventy-two (72) hours of the receipt of such an individual grievance. The Union shall be notified of and permitted to attend all meetings between the Employer and the grievant concerning such



grievances. In the event that the Union believes that a settlement of such grievance(s) violates the terms of the Agreement, the Union may file a grievance concerning that settlement, commencing at the Step above which the settlement occurred (except in cases where the settlement occurred at Step 3, in which case the Union's grievance shall be filed at Step 3). This right to file and process grievances without the intervention of the Union shall be limited to Steps 1,2 and 3 of the procedure and shall not extend to Step 4. Only the Union shall be authorized to have the right to refer grievances to final and binding arbitration.

#### Section 13.5 - Initial Filings

Any dispute or disagreement about whether a grievance should have been appropriately filed at Step 1 or a higher step shall not be grounds for denying the grievance or otherwise impairing or limiting the jurisdiction of an arbitrator to render an award concerning such a grievance.

#### Section 13.6 - Time Limits

The time limits for filing and processing grievances shall be adhered to unless the parties mutually agree in writing to extend the same at any Step. If a grievance is not filed or processed to the next Step of the procedure within the stated time limits, it may not be processed further. If the Employer does not respond at any Step within the stated time limits, the grievance, may be deemed to be denied and appealed to the next Step of the procedure.

#### Section 13.7 - Uniform Arbitration Act to Apply

Except where specifically modified herein, the provisions of the Illinois Uniform Arbitration Act, as set forth in the Illinois Compiled Statutes, shall govern any arbitration that may arise between the parties. An arbitrator's authority shall not be limited or otherwise impaired by the passage of a fiscal year for the Employer.

### ARTICLE 14 DISCIPLINARY MATTERS

#### Section 14.1-Employee Discipline

The City shall use the principles of progressive discipline as a method to improve employee behavior and/or performance. However, when the severity of an infraction is great, discipline outside the normal progression, up to and including dismissal, may be considered an appropriate remedy. It shall also be recognized that when using the principles of progressive discipline, all aspects of performance are taken to consideration. Individual infractions standing alone may not warrant action beyond the first, but viewed

cumulative with other warnings more extreme action may be appropriate.

Disciplinary action may be taken in the following forms:

1. Verbal warning documented for future reference
  2. Written warning reprimand
  3. Suspension without pay
  4. Dismissal
- 
- a. **Disciplinary Action:** No employee shall be discharged, suspended, reprimanded, relieved from duty or otherwise disciplined in any manner without just cause.
  - b. **Right to Representation:** Employees shall have the right to Union representation at all meetings with the City or its' representatives, where the employees reasonably fear that discipline action may result. No suspension or dismissal will occur without a prior offer to the employee to provide Union representation. Copies of written warnings will be provided to the Shift Steward and should verbal warnings be issued, the Shift Steward is to be verbally notified.
  - c. **Records Concerning Discipline:** In keeping with the Parties agreement that discipline is to be corrective, it is agreed that all files maintained concerning an employee shall be expunged of any reference to his disciplinary history in accordance with the following:
    1. **Verbal Reprimand:** Will stay in the employees file until the employees yearly evaluation and at that time shall be reviewed by the Chief and said employee.
    2. **Written Reprimand:** A written reprimand shall stay in the employees file for a period of five years and at that time it will be at the Chiefs discretion to remove the written reprimand.
    3. **Disciplinary Suspension:** A suspension shall stay in the employees file as a permanent record.

#### **14.2 Appeal of Discipline:**

The firefighter may elect to appeal a decision by the Police and Fire Commission either through the Courts or Arbitration, but not both.

## **ARTICLE 15** **LAYOFF**

In the event of a layoff of an employee covered by the Agreement, the Employer agrees not to hire any personnel to perform the duties that a firefighter can perform.

In the event of layoff, firefighters covered by this Agreement will be laid off in the reverse order of their seniority. The date of seniority will be based on the seniority list as provided pursuant to Article 19 of this Agreement. Layoffs and rehiring shall be in accordance with 65 ILCS 510-2.1-18 (formerly Chapter 24

(10-2.1-18) of the Illinois Revised Statutes.)

## ARTICLE 16 EMPLOYEE SECURITY

Employees shall have the right to review their personnel records subject to the procedures and limitations set forth in 820 ILCS 40/1-et seq (formerly Chapter 48, Sec. 2001, et seq.) as now in effect or as may from time to time be amended.

### Section 16.1 - Inspection

Employees shall be allowed reasonable access to inspect their entire personnel and training file, no later than seven(7) working days after a request for such access. Employees shall also be allowed to obtain copies of anything contained in their personnel files, provided that the Employer may require the employee to reimburse the City for the actual cost of photocopying or reproduction. The Employer shall grant two inspection requests in each calendar year, one of which shall be in conjunction with the annual evaluation. All requests with respect to pending discipline matters shall be allowed. The Employer shall not be required to furnish to the employee any records as described in 820 ILCS 40/10 (formerly Chapter 48, Sec. 2010), as now in effect or and may from time to time be amended.

## ARTICLE 17 TA 9/9/10 HOURS AND OVERTIME; COMP TIME, CALL- INS, HOLDOVERS, KELLY DAYS

### Section 17.1 - Definitions

A. "Shift Day: -- a work day consisting of twenty-four (24) consecutive hours of duty immediately followed by forty-eight (48) hours off duty. Employees working twenty-four (24) hour shifts shall commence their workday at 7:00 a.m. Employees assigned to work forty (40) hours per week shall work such hours as are mutually agreed upon between the individual member and the Fire Chief.

B. "Tour of Duty" -- all scheduling will be based upon a tour of duty, which shall be a twenty seven (27) day consecutive period. The tour of duty shall be as presently in existence insofar as the beginning day of each tour is concerned.

~~C. "Holdover" -- a person who continues to work after his shift day has ended.~~

- C. "Holdover or Hireback" -- A person who continues to work after his shift has ended said work shall be scheduled off of the correct list either short (less than 12hrs) or 12/24 list if time period is 12 hours or more. A member not working the day or shift before the overtime occurs shall not be eligible to be offered overtime off the list for the holdover/hireback.

**~~D. "Call-in"—a person called into duty when he is not otherwise scheduled to be on duty.~~**

D. Holdover/Hireback list—The lists for 12/24 hours, and less than 12 hours shall be maintained by the Assistant Chiefs and shall work as follows

A. The list will work on a rotational basis with each member on the list according to his shift. When a holdover/hireback occurs the members shall be offered the overtime starting at the top of the list offering the overtime in order, a member shall either accept or refuse the overtime

B. When a member either accepts or refuses the overtime his name will then be placed at the bottom of the list

C. A member may refuse the overtime and hold his place on the list for the following reasons. If the member is not scheduled to work the next shift day, if the member is already scheduled to work that day (by trade), if taking the overtime puts him into a triple (3 consecutive days), for mandatory departmental classes, and for official local #524 business

D. In the event the overtime cannot be filled from the previous shift the position may be filled by "calling in" or going through remaining shifts list if time allows.

**~~E. "Hireback"—a person who works a shift day that he was not otherwise scheduled to work, said work to be for a period of twelve (12) or twenty-four (24) hours.~~**

**E. Holdover/Hireback procedure**

A. When a holdover/hireback is known to occur a member shall be offered the overtime according to article 17.1

F. "Call-in" a person called into duty utilizing the departmental issued paging system for the minimum of (3) hours per article 17.3 A. Being paged in while off duty shall have no bearing on the members place on either overtime list as per article 17.1.

G. "Computation of Time" -- all time computed under this Article shall be computed in fifteen (15) minute increments.

H. "Computation of Hourly Rate" -- Whenever an hourly rate is computed in furtherance of this Agreement, whether for overtime, sick leave, call-ins, holdovers or otherwise, the amount of such hourly rate shall be computed as follows unless otherwise specifically provided for: The regular annual base salary for the employee shall be divided by 2,736 hours. The result of this division shall have added to it the sum or sums to which the employee would be entitled for longevity and for obtaining their Fire Science 2% or 5% bonus.

### Section 17.2 – Overtime

A. Firefighters shall be entitled to overtime at the rate of one and a half times their normal hourly rate of pay when the Fair Labor Standards Act requires same within a twenty-seven (27) day tour of duty solely as part of said tour of duty, pursuant to section 17.7.

B. When a firefighter is held over or called in he shall be paid one and one half times the number of hours or fraction thereof.

C. All overtime will be paid during the next pay period after same is earned unless a firefighter elects to accumulate same pursuant to Section 17.4.

### 17.3 Call-ins

A. An employee who is called in shall receive a minimum of three (3) hours pay at one and one half times, and if the call-in lasts greater than three hours, then the employee shall receive one and one half times for each hour or fraction thereof that he is on duty.

B. From time to time, the Chief or his designee may offer overtime for non-emergency meetings or training. This overtime shall be paid at time and one-half and shall be a minimum of 1 hour, and in increments of 15 minutes thereafter. This overtime shall not be mandatory and shall be an option to the employee. Nothing in this section shall require the Chief to offer overtime for training or meetings if he does not feel it is needed. Mandatory call-ins shall be paid at the same rate as emergency call-ins.

C. On instances where a member must go home due to illness or injury during his tour of duty the call-in procedure shall be done as follows:

A. If the member must leave and can wait until his replacement can arrive, then a member shall be called in according to the correct list according to article 17.1 section C

B. If the member must leave and cannot wait until his replacement can arrive, then a member shall be paged in using departmental issued paging system and a member will be brought in for the minimum 3 hours as per article 17.3 A. After paging in a member to cover the 3 hours a different member shall be called in according to article 17.3 A unless said occurs after 1900hrs.

### Section 17.4 - Accumulation of Compensatory Time (Time accumulated after April 1, 1990)

A. Employees shall be entitled to accumulate compensatory time up to a maximum of forty-eight (48) hours, additional compensatory time may be accumulated in excess of 48 hours if member is part of a committee or training program that is approved by the department which causes an excess of 48 hours to be earned in a year.

Said time may only be accumulated as a result of overtime earned pursuant to Section 17.2(B) and Section 17.3. When said overtime is earned, the employee shall notify the Fire Chief or his designee as to whether he wishes to accumulate same or be paid for same in accordance with Section 17.2(C). Such accumulated compensatory time may be utilized in conformity with the policies established for the same by the Fire Chief.

#### Section 17.5 - Reimbursement for Time

In the event of a call-in or holdover is a result of, or due to a regularly scheduled employee failing to report to work or having to leave work once he has entered into his shift, for any reason other than sickness, emergency or authorized use of personal time, the employee failing to report or leaving shall have deducted from his pay, until paid in full, a sum equal to that paid to the employee called in or held over for him.

#### Section 17.6 - Accumulated Compensation Time

~~——— A. These provisions shall apply to those firefighters who have previously earned compensation time prior to July 1, 1983. The compensation time previously earned by the firefighters shall be the amount as presently shown on the records of the employee subject to the right to the Employer to determine the accuracy and validity thereof. The employee shall have the right to contest the accuracy and/or amount determined by the Employer.~~

~~——— B. Subject to scheduling and manning requirements, any person who has more than 56 hours on the books on May 1, 1996 shall be required to use 48 hours during each contract year of the agreement. These days may be scheduled and taken off as vacation days. In no event shall a firefighter be required to use compensation time so that the number of hours he/she then has remaining would fall below 56.~~

~~——— C. When an employee leaves the service of the Pekin Fire Department for any reason, he/she shall be paid for any remaining compensatory time at that employee's current hourly rate.~~

#### Section 17.6 - Kelly Days

A. Effective Dec. 29, 1996, the annual average hours of work shall not exceed 52.5 hours per week. The average weekly hours shall be accomplished by scheduling every 16th duty shift as a "KELLY DAY" off duty. Scheduling of the initial "KELLY DAY" on any shift shall be done by job seniority.

B. Once "KELLY DAYS" have been established, they shall be fully tradable with all other employees and may be combined with any and all other time off on days of the employee's choosing. Any such trade shall be considered a duty trade for the purposes of FLSA overtime.

C. Effective Dec. 29, 1996, the City shall establish an individual FLSA work cycle for each employee covered by this Agreement which commences at 7:00 p.m. on the first day of the cycle and concludes at 7:00 p.m. on the 27th day of the cycle. Each employee's work cycle shall be established so the employee's "KELLY DAY" (16th shift) falls on the shift starting at 7:00 a.m. on the 27th day of his work cycle and ends

at 7:00 a.m. on the first day of succeeding work cycle.

## ARTICLE 18 COURT TIME

A. In the event an employee who is regularly scheduled and actively reporting to work for the City of Pekin is required to appear in Court for City business or before the Police and Fire Commission of the City in connection with his duties as an employee, he shall not lose any time or pay for the time he is required to appear except as hereafter provided.

B. Any appearance before the Fire and Police Commission of the City shall be at the employee's own expense, and he shall receive no pay for such time when as a result of any action by the Fire and Police Commission he is disciplined or any disciplinary action against him has been upheld.

C. In the event the employee is required to appear as in Paragraph A hereof, except as limited by Paragraph B above, on off-duty time, he shall be paid a minimum of four (4) hours straight time and everything over four hours shall be paid at one and one half times.

## ARTICLE 19 TA 9/14/10 SENIORITY

### 19.1 Definition of Seniority

Seniority shall, for the purpose of this Agreement, be defined as follows:

A. Employment Security. The term "employment security" refers to, and is defined as, a firefighter's length of continuous service with the Employer since the firefighter's last date of hire. For the purpose of this Agreement, a firefighter's length of continuous service with the Employer includes all years of service, including any years during which the firefighter was in a non-bargaining unit position, and/or in a position represented by another bargaining unit.

B. Time-in-Rank Seniority. The term "time-in-rank seniority" refers to, and is defined as, a firefighter's length of continuous service with the Employer in his present position classification (rank), since his appointment or promotion to that position classification (rank).

In the case of a firefighter who has been bumped or demoted to a lower-rated position classification (rank), that firefighter's time-in-rank seniority shall be considered to be his length of continuous service with the Employer in the particular position classification (rank) since his appointment or promotion to that position classification (rank), including the time the firefighter was in the position classification (rank) from which he was bumped or demoted.

### Section 19.2 - Seniority List

The Employer shall maintain and keep current a roster of the firefighters covered by this Agreement, showing the current position classification (rank) and applicable employment and time-in-rank seniority dates for each officer. This roster shall be made available for inspection by an authorized Union representative at all times during regular business hours of the Employer. The Employer shall also keep a copy of the current roster in Station Memo books.

### Article 19.3 Promotions

Section 1. General. Promotions to the ranks of Engineer and Captain shall be conducted in accordance with the provisions of the Fire Department Promotional Act, effective August 4, 2003, HB 988, ILCS \_\_\_\_\_ (hereinafter the "Act"). A copy of this Act is attached as Appendix "A" to this agreement. Except where expressly modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of the Act.

Section 2. Vacancies. This Article applies to promotions to vacancies in the ranks of Engineer and Captain. A vacancy in such positions shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded by the corporate authorities. If a vacated position is not filled due to lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to five years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 3. Eligibility. All promotions shall be made from employees in the next lower rank who have at least four years of seniority in the Pekin Fire Department, and at least 1 (one) year in their current rank. In order for a firefighter to become eligible to be promoted to a Driver/Engineer, he/she must first successfully complete the testing process and successfully complete the State Certification in Fire Apparatus Engineer. In order for a Driver/Engineer to become eligible to be promoted to the rank of Captain he/she must first successfully complete the testing process, successfully complete State Certification in Fire Apparatus Engineer, and Fire Officer I ~~or~~ (or Provisional) and complete his/her Associates Degree in Fire Science, starting on the testing cycle of 2014. In order for a Captain to become eligible to be promoted to the rank of Assistant Chief he/she must successfully complete the testing process, and obtain certification (or provisional) for Fire Officer II, Haz/Mat Incident Command, and Incident Safety officer. Anniversaries of service which effect seniority points will be considered to occur on May 1, of the year the test is given.



**Section 4. Rating factors and Weights.** All examinations shall be impartial and shall relate to those matters which will test the candidate's ability to discharge the duties of the position to be filled. The placement of employees on promotional lists shall be based on the points achieved by the employees on promotional examinations consisting of the following 5 (five) components weighted and specified:

For the rank of Engineer

**Section 5. Test Components.**

For the rank of Engineer/Driver

|                         |                                                            |
|-------------------------|------------------------------------------------------------|
| Written examination     | 35%                                                        |
| Engineer Practical      | 35%                                                        |
| Ascertained merit       | 20%                                                        |
| Seniority               | Up to 10% based on .33% per year of service up to 30 years |
| Military Service Points | Up to 3.5% (as per Police and Fire Comm. Rules and Regs.)  |

For the rank of Captain

|                         |                                                            |
|-------------------------|------------------------------------------------------------|
| Written examination     | 50%                                                        |
| Subjective Component    | 20%                                                        |
| Ascertained merit       | 20%                                                        |
| Seniority               | Up to 10% based on .33% per year of service up to 30 years |
| Military Service Points | Up to 3.5% (as per Police and Fire Comm. Rules and Regs.)  |

For the rank of Assistant Chief

|                         |                                                            |
|-------------------------|------------------------------------------------------------|
| Written examination     | 45%                                                        |
| Subjective component    | 25%                                                        |
| Ascertained merit       | 20%                                                        |
| Seniority               | up to 10% based on .33% per year of service up to 30 years |
| Military Service points | up to 3.5% (as per Police and Fire Comm. Rules and Regs.)  |

**Section 6. Scoring of Components.** Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scored of all components shall be added to produce a total score of 100 points. Candidates shall then be ranked on the list in rank order based on highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary list.

A candidate on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as

provided under Section 55 of the Act and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank and order of the preliminary promotion list based on any veteran's preference awarded. The final adjusted promotion list shall then be posted in each station, and copies provided to the Union and all candidates.

Section 7. The right to grieve. The Union or any affected employee who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the City of Pekin Fire Chief. Any disputes as to such matters may be resolved and remedied by filing a grievance at step 3 as provided by Article 13 of this Agreement or as otherwise provided by law.

Section 8. Order of Selection. Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, so long as he/she meets the promotional requirements. The appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list, for any reason other than eligibility requirements. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person on the list, who meets the promotional requirements at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest ranking person shall be subject to resolution in accordance with the grievance procedure in Article 13 of this Agreement. In the event a grievance is filed, the promotional process shall stop, no promotions shall take place until the grievance is resolved.

Section 9. Maintenance of the Promotional lists. Final eligibility lists shall be effective for a period of 3 (three) years. The employer shall take all necessary steps to ensure the City of Pekin Police and Fire Commission maintain in effect current eligibility lists so that promotional vacancies are filled not later than 30 days, or upon the meeting of the City of Pekin Police and Fire Commission after the occurrence of the vacancy.

## ARTICLE 20

### UNION LEAVE

Up to a total of six (6) shift days per two-year period shall be granted for a leave of absence, without pay, compensatory time, or any other accumulated leave is used therefore, for use at attendance at the Associated Fire Fighters of Illinois Union Conference and International Fire Fighters Conference or other safety and training conferences approved by the Chief. The Union may designate which of its employees are to use the days. The leave of absence shall not exceed two (2) shift days for each Union member.

The Union shall notify the Employer as soon as it knows the schedule of any conferences in which members desire to attend. Each member who desires to attend shall notify the Chief. The Chief shall grant a leave of absence in accordance with this Article unless manpower requirements cannot be met. In the event the leave of absence is not granted because of manpower requirements, the Chief shall allow the member(s) one free trade in order that the member may attend the conference and that the member obtain another firefighter to perform his duties. The trade shall not count against any limit on trades that exist.

## ARTICLE 21 TA 9/9/10 LEAVE TIME

### Section 21.1 - Bereavement Time

The City agrees to provide each scheduled Employee, actively reporting for work, with two (2) duty shifts off duty when a death occurs in the Employee's immediate family, which shall include a child (including adoptive or step), lawful spouse, or parent (including present step parents or spouse's parents) brother or sister (including step and half). One (1) duty day off shall be allowed with pay in the event of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, ~~brother or sister (including step and half)~~, grandparent, (including grandparent-in-law), great grandparent or grandchild. Where the City determines it to be appropriate, the City may agree to allow the Employee additional time off, without pay, or allow the Employee to utilize sick leave in the event of a death in the Employee's immediate family.

### Section 21.2 - Jury Duty

A. Any employee regularly scheduled and actively reporting to work for the Employer who shall be required to serve on any municipal, county or federal jury shall be given a leave of absence for such service without loss of pay. Employees shall provide the Fire Chief with notice of the requirement for jury as soon after they are notified as possible to be entitled to pay. Any compensation (other than mileage reimbursement) for jury service shall be submitted to the City or deducted from the Employee's pay.

B. If the employee is released from jury duty prior to the end of an employee's work day, he shall be required to complete his work day if requested by the Chief.

### Section 21.3 - Short-term Military Leave

Any firefighter covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States or the State of Illinois and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence, without pay, for the period of such activity and shall suffer no loss of seniority rights. Employees who are called up for a two-week active duty training may take a leave of absence without pay or take the option of using their earned vacation time or compensation time.

### Section 21.4 - Maternity Leave

An employee who becomes pregnant, and who requests leave without pay may be granted leave without pay for the duration of her pregnancy and for a period of recuperation thereafter subject to the following:

A. An employee to whom such leave has been granted shall return to work within two (2) months after termination of her pregnancy, unless she submits a certificate from a licensed physician stating that she is not physically fit to return to work.

B. If an employee fails to return to work after the aforesaid two-month period and does not otherwise have any accumulated sick or compensatory time, then the Employer shall have the right to terminate her employment. In such case the Employer shall have the right to hire another employee. The employee so terminated may, subject to the approval of the Fire Chief, be eligible for re-employment at such time as the Employer determines that manpower is necessary. If the Employer has otherwise hired another employee, it is expressly understood that said employee shall be able to continue in employment, notwithstanding the fact that the regular employee who received maternity leave may otherwise want to resume employment.

### Section 21.5 - Injury Leave On Duty

Employees injured while in performance of duty, or entering military service, may apply for a leave of absence pursuant to Section 10.2.1-23 of the Fire and Police Commission Act (65 ILCS 5/10-2.1-23) and shall retain their seniority rights during such leave and the right to reinstatement consistent with Section 10-2.1-24, provided such employee(s) comply with any provisions of law required to maintain those rights. Any employee injured on duty shall be compensated in accordance with the Public Employee Disability Act, 5 ILCS 345/1 (ch. 70, ss9)

1. Light Duty Personnel shall be determined by medical restrictions of the treating physician and may encompass duties within other city departments as long as there is no conflict between the other bargaining units or that it does not displace any employee.
2. Once approved for light duty by the treating physician, the member shall report for light duty on his regularly scheduled duty days according to the shift he is on. The member shall work only scheduled days between Monday and Friday, excluding holidays during regular business hours

0700-1700.

3. Should the employee choose to work a 40 hour schedule, instead of his regularly scheduled days, the City and the Union shall mutually agree on work hours.

#### Section 21.6 - Injury Leave Off Duty

An employee injured off duty or suffering from a long term illness shall not be entitled to any benefits not provided for in this Agreement. An employee shall be entitled to be off for a period of ninety (90) accumulative scheduled shift days in any two-year period. If an employee has accumulated leave time greater than ninety (90) days he/she may be off duty for such injury or illness to the extent of such accumulated leave time. During such time an employee shall use all their sick days and other accumulated leave. Once such sick days and other accumulated leave have been used, the employee may continue to be off the job in a non-pay status. If at the expiration of said ninety (90) shift day period the employee is still unable to return to work, they will lose all seniority rights and their rights to reinstatement would be solely as provided by state statute. In such case in the event they are re-employed, they would start as a probationary Firefighter and it is understood that they would have lost seniority they may have previously earned.

#### Section 21.7-Off Duty Injury/Illness Temporary Light Duty

Light Duty Personnel shall be determined by medical restrictions of the treating physician and shall encompass duties within other city departments as long as there is no conflict between the other bargaining units or that it does not displace any employee.

- A. Light Duty shall be a forty (40) hour week. Scheduling of work hours shall be mutually agreed upon by the Chief or his designee and said employee on light duty.
- B. Light Duty shall be limited to thirty (30) calendar days, per injury and/or illness. An extension may be allowed if the Chief and the firefighter on Light Duty mutually agree. An employee shall be required to use ten (10) sick days prior to being eligible for the Off Duty Injury/Illness Temporary Light Duty Program per occurrence of the injury/illness.
- C. Light Duty may be performed by any individual injured off duty or as a result of a long term illness. Light Duty shall be on a voluntary basis only.
- D. Fitness for Light Duty shall be determined by the Doctor whose care the employee is under.
- E. Light Duty shall be granted only if jobs are available within the Physicians limitations.

The rights extended to an employee injured off duty shall not extend to those employees who are injured during the commission of any felony.

## ARTICLE 22 WORKER'S COMPENSATION

The City of Pekin will comply with applicable Illinois state laws in providing worker's compensation

benefits to employees who are injured on the job. The City retains the right to assign such employees to alternative duties where they are unable to perform the duties identified in Article 12. Nothing concerning or related to this Article shall be subject to the grievance procedure or arbitration provisions of this Agreement.

## **ARTICLE 23**

### **HOLIDAYS**

All bargaining unit employees shall receive 72 hours pay on the first pay date after December 1st of each year and 72 hours pay on the first pay date after April 2nd of each year added to their regular pay. New employees shall receive compensation prorated, depending on date of hire.

## **ARTICLE 24** TA 9/9/10

### **UNIFORM ALLOWANCE**

Each firefighter shall receive \$450.00 as a uniform allowance in the form of a debit card with the said amount payable on or before October 31<sup>st</sup> of each year.

- A. No firefighter shall have a uniform that consists of 100% polyester.
- B. Each new hire shall receive, 3 pairs of duty pants, 6 duty t-shirts, 1 pair duty shoes/boots, 2 long sleeve blue uniform shirts, 2 short sleeve blue uniform shirts, 1 class A navy blue long sleeve uniform shirt, 1 duty leather belt, 1 pair navy blue sweatpants, one pair of workout shoes, 2 sets of badges and nameplates, 1 sets of collar pins (when off probation), 1 dress tie, and 1 uniform jacket. New hires will receive a uniform allowance on a pro-rata basis the next year based on their hire date.
- C. Personnel assigned to a 40 hour week shall receive an additional short sleeve and long sleeve uniform shirt.
- D. Personal property damaged during the performance of Fire Department duties shall be replaced by the department at the discretion of the Fire Chief.

## **ARTICLE 25** TA 9/910

### **VACATIONS**

- A. For all Firefighters, the following vacation schedule shall apply:

1 up to 5 years

2 weeks, 5 days

|                   |                  |
|-------------------|------------------|
| 5 up to 10 years  | 3 weeks, 7days   |
| 10 up to 15 years | 4 weeks, 10 days |
| 15 years and up   | 5 weeks, 12 days |

B. The following general provisions shall apply to vacations:

1. The anniversary date of hire determines the number of years of service.

2. A firefighter may pick ahead of his anniversary date in determining the number of work days of vacation that he may take during that particular calendar year. A newly hired firefighter shall receive a prorated vacation to be taken after his/her first year anniversary date and before the end of that calendar year. However, if a firefighter ceases employment then upon leaving employment he/she shall receive prorated vacation from January 1 of that year to the date the firefighters employment ceases, plus any unused

vacation time from the previous year. A month of service shall be determined by the fifteenth (15<sup>th</sup>) of the month, ie. If a firefighter works past the fifteenth (15<sup>th</sup>) of the month he/she shall receive a full month of service and if a firefighter works up until the fifteenth (15<sup>th</sup>) of the month he/she shall receive ½ month of service.

3. Firefighters shall be entitled to the prorate share of their vacation not used in the year they terminated plus any vacation they did not otherwise use during said calendar year.

4. All vacations shall be used in the year earned and shall not be carried over, unless, the vacation was canceled by the Employer. Then in such case the firefighter shall have the right to carry over his unused vacation if he was then unable to reschedule the vacation to be used in the calendar year.

C. The following procedures shall be used with respect to the scheduling of vacation:

~~1. Each employee shall have one pick each rotation, unless the employee has passed.~~

1. Each employee shall have one pick of consecutive shift days per round, days can be scheduled through Kelly day, unless the employee has passed.

2. Each rotation shall be conducted by seniority with the senior employee picking first.

3. In the event a day is "closed" due to already having 2 vacation picks a member shall be able to pick through those days and still be considered consecutive days.

~~3. Employees may pick one vacation day per each rotation.~~

4. No more than two (2) vacation picks per work day, exceptions may be made due to shift transfer, illness, and training classes scheduled after December vacation picks, etc.

5. The upcoming vacation schedule shall be completed in the month of December on duty days picked at the Chief's discretion.

6. After all regularly earned vacation is picked or passes, compensatory time-off mandated by the contract or a maximum of two (2) comp days (if the employee has ample comp time but is not

required by the contract to use comp time) may be scheduled as vacation overtime (VOT). This may be added to a previously picked vacation (if the time is available), or it may be used as a separate vacation.

7. An employee may pass at anytime during the selection process. If an employee passes, he forfeits his seniority position for the remainder of the vacation scheduling. Any remaining days may be selected at a later date.

8. Vacations may not be changed or canceled without the Chief's permission.

9. The Chief shall have the right to cancel a vacation in extreme circumstances unless the cancellation of the vacation would cause financial hardship or personal hardship, and in such case no cancellation shall be allowed.

~~10. Vacation picks may be scheduled through Kelly days.~~

## ARTICLE 26 TA 9/14/10

### EMT-I CERTIFICATION

~~—————The Emergency Medical Technician Intermediate class shall start on May 10, 2000. I.A.F.F. Local #524 and the City of Pekin have agreed to the following concerning the Emergency Medical Technician Intermediate level of training:~~

1.) There shall be at least one (1) EMT-I on each EMT-1 Licensed vehicle. ~~at each station per shift.~~

This may require personnel to be moved from one (1) station to another or possibly one shift to another.

2.) In the event there are not enough EMT-I certified firefighters on that shift, and a hire-back is required to attain the required EMT-I certified firefighters' on that shift the hire-back list may be such that the first EMT-I on the list will be the hire-back for that particular situation. If this would happen the firefighter on the top of the hire-back list will not lose their position on the top of the list.

3.) Each firefighter participating and successfully completing the EMT-I program shall be granted hour for hour compensatory time equal to time spent in the program certification process while they are off duty. ~~These days shall be known as Earned Days (E/D).~~ These days (minus the days that have been previously used) shall be carried by the firefighter throughout their career until they are exhausted but shall not be paid as compensation upon the firefighters retirement and/or severance with the City of Pekin. These days may be used in four (4) hour increments. When picking this time off an eight (8) hour pick shall have precedence over a four (4) hour pick, a twelve (12) hour pick shall have precedence over and eight (8) hour pick and a full day (24 hour) shall have precedence over all the above. ~~The choosing of these days off shall be the same as the current procedure of picking Earned Days~~



(E/D).

- 4.) The cost of tuition and books shall be covered under Article 31.1.
- 5.) Any firefighter hired after May 1, 2000 shall be required to complete the Emergency Medical Technician-Intermediate certification, in the first available class, as a part of the required training. Where this certification cannot be obtained, the probation period may be extended until certification is obtained.
- ~~6.) Other than the costs mentioned above, it is agreed that this provision will not impose other added costs to the City of Pekin during the term of this agreement.~~
- 6.) All employees who obtain EMT-I certification, and maintain such certification, shall be paid an annual stipend of 1% of the employee's salary as specified in Article 29.
- 7.) Should the City of Pekin Fire Department determine that it is in the best interest to upgrade the Level of EMS Service to the EMT-Paramedic level, the City of Pekin and Local 524 will agree to open this article of the contract to discuss the operations pertaining to the upgrade.

## ARTICLE 27 TA 9/14/10

### SICK LEAVE

#### Section 27.1 - Definitions

A. "Annual Sick Leave" -- January 1st of each year Firefighters shall be entitled to 120 hours (5 days) sick leave, which they may use in 6 (six) hour increments

Probationary firefighters shall receive 240 hours (10 days) sick leave at date of hire. They shall also receive 120 hour (5 days) sick leave at second year anniversary date and each additional year thereafter.

#### ACCUMULATIVE

"Paid Sick Days" -- These sick days which were accumulated by a full-time employee prior to July 1, 1983,

"Non-Paid Sick Days" -- Unused sick days granted to a full-time employee after July 1, 1983.

"Maximum Accumulative Sick Days" -- The maximum amount of sick days, which may be retained by an employee shall be one hundred and five (105). However, in the event any employee has an excess of 105 sick days and then used some to the extent that he has 105 or less, he shall never be able to accumulate more than 105 sick days after such point. Any unused sick days, which an employee is unable to use because of the maximum shall be lost and the employee shall not be compensated for same, unless same were accumulated prior to July 1, 1983.

#### Section 27.2 - Use of Sick Days

An employee shall use sick days in the following order of priority:

A. The employee shall use his annual sick leave first.

B. After the employee has exhausted his annual sick leave, he shall then use his non-pay sick days to the extent any are available.

#### Section 27.3 - Accumulation of Sick Days

Firefighters may accumulate any unused sick days subject to the following limitations:

A. All current sick days are in a non-pay status.

B. The amount accumulated each year shall be as set forth in Section 27.1.

C. Notwithstanding any other provisions of this Agreement, the maximum amount to be accumulated shall be as set forth in Section 27.1

#### Section 27.4 – Sick Leave/Retirement Benefit

Upon retirement with immediate eligibility for retirement benefits, ~~fifty (50%) percent of the all~~ accrued sick leave In accordance with Section 27.1 at the employees current rate of pay at his/her time of retirement, may be placed in a city managed Retirement Health Savings (RHS) account to pay health insurance premiums after retirement. ~~Such account shall not bear any interest and shall expire upon depletion of the sick leave value placed therein.~~ In the event the retiree dies prior to exhausting the amount of money within that employees' Health Insurance Retirement Fund, the remaining funds shall be used for Health Insurance Benefits by the retirees' spouse and/or dependents.

#### Section 27.5 - Procedures for Payment of Paid Sick Days

Paid Sick Days - Individuals having paid sick days will have the option to declare by Dec. 27, 1996, if they desire to keep said sick days as unpaid days, usable as sick days, vacation or personal days.

### ARTICLE 28 TA 9/14/10

#### WAGES

#### Section 28.1 - Salary Schedule

Effective May 1, 2011, the step salary for employees shall be as follows:

Wage Scale:

Effective May 1, 2011 +2.75%

Effective 4 subsequent May 1st's +3% per year



---

| Firefighter Wages |                  |                |          |          |             |          |
|-------------------|------------------|----------------|----------|----------|-------------|----------|
|                   | Current-<br>2010 | 2011+2.75<br>% | 2012 +3% | 2013 +3% | 2014<br>+3% | 2015 +3% |
| start             | 38273            |                |          |          |             |          |
| 6mo               | 39946            |                |          |          |             |          |
| 1yr               | 43230            |                |          |          |             |          |
| 18mo              | 46517            |                |          |          |             |          |
| 2yr               | 54858            |                |          |          |             |          |
| 3yr               | 55119            |                |          |          |             |          |
| 4yr               | 55383            |                |          |          |             |          |
| 5yr               | 55648            |                |          |          |             |          |
| 6yr               | 55910            |                |          |          |             |          |
| 7yr               | 56173            |                |          |          |             |          |
| 8yr               | 56437            |                |          |          |             |          |
| 9yr               | 56699            |                |          |          |             |          |
| 10yr              | 56961            |                |          |          |             |          |
| 11yr              | 57224            |                |          |          |             |          |
| 12yr              | 57488            |                |          |          |             |          |
| 13yr              | 57751            |                |          |          |             |          |
| 14yr              | 58014            |                |          |          |             |          |
| 15yr              | 58276            |                |          |          |             |          |
| 16yr              | 58539            |                |          |          |             |          |
| 17yr              | 58804            |                |          |          |             |          |
| 18yr              | 59067            |                |          |          |             |          |
| 19yr              | 59330            |                |          |          |             |          |
| 20yr              | 59592            |                |          |          |             |          |
| 21yr              | 59856            |                |          |          |             |          |
| 22yr              | 60120            |                |          |          |             |          |
| 23yr              | 60381            |                |          |          |             |          |
| 24yr              | 60643            |                |          |          |             |          |
| 25yr              | 60907            |                |          |          |             |          |
| 26yr              | 61171            |                |          |          |             |          |
| 27yr              | 61434            |                |          |          |             |          |
| 28yr              | 61698            |                |          |          |             |          |
| 29yr              | 61962            |                |          |          |             |          |
| 30yr              | 62225            |                |          |          |             |          |

# Engineers Wages

|       | 2010-Current | 2011+2.75<br>% | 2012 +3% | 2013 +3% | 2014 +3% | 2015 +3% |
|-------|--------------|----------------|----------|----------|----------|----------|
| start |              |                |          |          |          |          |
| 6mo   |              |                |          |          |          |          |
| 1yr   |              |                |          |          |          |          |
| 18mo  |              |                |          |          |          |          |
| 2yr   | 57814        |                |          |          |          |          |
| 3yr   | 58077        |                |          |          |          |          |
| 4yr   | 58339        |                |          |          |          |          |
| 5yr   | 58605        |                |          |          |          |          |
| 6yr   | 58869        |                |          |          |          |          |
| 7yr   | 59130        |                |          |          |          |          |
| 8yr   | 59394        |                |          |          |          |          |
| 9yr   | 59657        |                |          |          |          |          |
| 10yr  | 59920        |                |          |          |          |          |
| 11yr  | 60183        |                |          |          |          |          |
| 12yr  | 60446        |                |          |          |          |          |
| 13yr  | 60710        |                |          |          |          |          |
| 14yr  | 60972        |                |          |          |          |          |
| 15yr  | 61236        |                |          |          |          |          |
| 16yr  | 61499        |                |          |          |          |          |
| 17yr  | 61761        |                |          |          |          |          |
| 18yr  | 62027        |                |          |          |          |          |
| 19yr  | 62289        |                |          |          |          |          |
| 20yr  | 62551        |                |          |          |          |          |
| 21yr  | 62816        |                |          |          |          |          |
| 22yr  | 63078        |                |          |          |          |          |
| 23yr  | 63340        |                |          |          |          |          |
| 24yr  | 63602        |                |          |          |          |          |
| 25yr  | 63867        |                |          |          |          |          |
| 26yr  | 64122        |                |          |          |          |          |
| 27yr  | 64377        |                |          |          |          |          |
| 28yr  | 64632        |                |          |          |          |          |
| 29yr  | 64887        |                |          |          |          |          |
| 30yr  | 65141        |                |          |          |          |          |

| Captains Wages |                      |                |                  |                  |                  |
|----------------|----------------------|----------------|------------------|------------------|------------------|
|                | 2010-Current<br>2006 | 2011+2.75<br>% | 2012 +3%<br>2008 | 2013 +3%<br>2009 | 2014 +3%<br>2010 |
| start          |                      |                |                  |                  |                  |
| 6mo            |                      |                |                  |                  |                  |
| 1yr            |                      |                |                  |                  |                  |
| 18mo           |                      |                |                  |                  |                  |
| 2yr            | 62271                |                |                  |                  |                  |
| 3yr            | 62535                |                |                  |                  |                  |
| 4yr            | 62796                |                |                  |                  |                  |
| 5yr            | 63061                |                |                  |                  |                  |
| 6yr            | 63324                |                |                  |                  |                  |
| 7yr            | 63587                |                |                  |                  |                  |
| 8yr            | 63851                |                |                  |                  |                  |
| 9yr            | 64113                |                |                  |                  |                  |
| 10yr           | 64373                |                |                  |                  |                  |
| 11yr           | 64640                |                |                  |                  |                  |
| 12yr           | 64903                |                |                  |                  |                  |
| 13yr           | 65163                |                |                  |                  |                  |
| 14yr           | 65427                |                |                  |                  |                  |
| 15yr           | 65692                |                |                  |                  |                  |
| 16yr           | 65954                |                |                  |                  |                  |
| 17yr           | 66216                |                |                  |                  |                  |
| 18yr           | 66482                |                |                  |                  |                  |
| 19yr           | 66745                |                |                  |                  |                  |
| 20yr           | 67008                |                |                  |                  |                  |
| 21yr           | 67270                |                |                  |                  |                  |
| 22yr           | 67533                |                |                  |                  |                  |
| 23yr           | 67795                |                |                  |                  |                  |
| 24yr           | 68060                |                |                  |                  |                  |
| 25yr           | 68324                |                |                  |                  |                  |
| 26yr           | 68587                |                |                  |                  |                  |
| 27yr           | 68851                |                |                  |                  |                  |
| 28yr           | 69117                |                |                  |                  |                  |
| 29yr           | 69380                |                |                  |                  |                  |
| 30yr           | 69643                |                |                  |                  |                  |

## **ARTICLE 29** TA 9/14/10

### **NEW EMPLOYEES**

#### **Section 29.1 - Probationary Status**

All probationary employees shall be subject to the rules of the Board of Fire and Police Commissioners. All firefighters hired after September 1, 2000 shall ~~endeavor to~~ obtain prior to the completion of their probationary year a minimum certification as of EMT-I. ~~In the event a probationary~~

~~firefighter, in spite of best efforts to attempt, is unable to obtain EMT-I certification before the end of the probationary year, the firefighter, shall, as an absolute condition of employment, obtain EMT-I certification by the end of the first second year of employment as a City firefighter.~~ Any firefighter required by this section to obtain EMT-I certification by the end of the ~~second~~ first year of employment, shall thereafter, as an absolute condition of employment, maintain said certification.

#### Section 29.2 - Rate of Pay

A. The beginning salary for a probationary employee shall be as set forth in article 29.

B. Notwithstanding the foregoing, probationary employees who have completed the required training prior to their employment and have received state certification as a Fire Fighter level II shall begin employment at the rate specified above at one years pay (i.e., 12 months above the beginning salary for a probationary employee). \*Thereafter, such employee (subject to eligibility provisions set forth above) shall receive 6 months increases according to the salary schedule in article 29.

#### Section 29.3 - Training School

All new Employees not having Firefighter II Certification, shall be sent to a state certified training academy ~~school, i.e., University of Illinois or Peoria Fire Academy~~ within the first year of employment, or as soon thereafter as possible. The City shall assume the cost of such training, to include overnight lodging, transportation or mileage reimbursement, and a reasonable meal allowance.

### ARTICLE 30 TA 9/14/10 SCHOOL PROVISION

#### Section 30.1 - Tuition Reimbursement

The City shall pay for school books, tuition, and necessary class materials paid for a Fire Science Technology course at the accredited university, junior college or other similar institution of higher learning for an actively employed and regularly scheduled firefighter successfully completing a semester with a "C" average. The provisions hereof shall not be applicable to any employee eligible for disability pension or who is receiving weekly benefits under the Illinois Workmen's Compensation Act or is then using sick days and has used sick days for a consecutive period of 60 consecutive shift days. This does not prevent a firefighter from completing a currently enrolled semester.

### Section 30.2 - Educational Bonus

Where the employee has successfully completed 30 semester hours in Fire Science Technology courses at an institution as described in Section ~~31.1~~ 30.1 be eligible for an increase of 2% to his ~~base~~ annual salary. Where the employee has successfully completed the courses for and received a degree in Fire Science Technology at an institution as described in Section ~~31.1~~ 30.1, the employee shall be eligible for an increase of 5% to his ~~base~~ annual salary. Such educational bonus shall not be available to new employees until the employee has successfully progressed to the base salary pursuant to Section 30.2.

## ARTICLE 31 TA 9/14/10

### INSURANCE

#### Section 31.1 - Health Care Coverage

During the term of this Agreement, the City shall continue to make available to regular, full-time employees and their eligible dependents health care benefits substantially similar to the health care benefits provided by the City of Pekin Employee Health Benefit Plan as proposes in the negotiation of this Agreement. The City reserves the right to continue to self insure, or to change or provide alternative health care benefits by third party insurance, health maintenance organization, or other means in its unilateral discretion, whenever the City finds such change appropriate. If, during the term of this Agreement, changes in the health benefit coverage or health care benefits are instituted for employees of the City covered by another bargaining agreement, the changes shall also be applied to employees covered by this Agreement, and eligible for the coverage provided herein. The City reserves the right unilaterally to implement cost containment provisions, including but not limited to preferred provider provisions, pre-admission and continuing admission review, managed care, mandatory second opinions and out-patient elective surgery. Claims for individual benefits shall be submitted pursuant to, and determined in accordance with, the provisions of the Employee Health Benefit Plan in effect, and shall not be subject to the grievance and arbitration procedure of this Agreement.

#### Section 31.2 - Health Care Cost

During the term of this agreement, the City of Pekin shall make available health care benefits to regular, full time employees and their eligible dependents as provided in the Group Health Care Plan as attached as Appendix A.

The parties shall establish a joint Health Insurance Committee consisting of the City and the Firefighter Union, and any other interested employee representatives that agree to participate. In the event committee members cannot agree to proposed changes in the existing group health plan, the City may institute changes, so long as the benefits remain substantially the same. Claims for individual benefits remain substantially the same. Claims for individual benefits shall be submitted pursuant to and determined in accordance with, the provisions of the Employee Health Benefit Plan in effect, and shall not be subject to



the grievance and arbitration procedure of this agreement.

The Union agrees to contribute to the cost of the monthly premium for such health insurance benefits, as Follows

May 1<sup>st</sup> 2011-April 30<sup>th</sup> 2012

|                           |                                 |
|---------------------------|---------------------------------|
| Single Coverage           | \$30 per employee per month     |
| Employee & Child          | \$124.50                        |
| Employee & Spouse         | \$124.50                        |
| Family/Dependent Coverage | \$124.50 per employee per month |

May 1<sup>st</sup> 2012-April 30<sup>th</sup> 2013

|                           |                              |
|---------------------------|------------------------------|
| Single Coverage           | \$35 per employee per month  |
| Employee & Child          | \$124.50                     |
| Employee & Spouse         | \$124.50                     |
| Family/Dependent Coverage | \$130 per employee per month |

May 1<sup>st</sup> 2013-April 30<sup>th</sup> 2014

|                           |                              |
|---------------------------|------------------------------|
| Single Coverage           | \$40 per employee per month  |
| Employee & Child          | \$125                        |
| Employee & Spouse         | \$125                        |
| Family/Dependent Coverage | \$150 per employee per month |

May 1<sup>st</sup> 2014-April 30<sup>th</sup> 2015

|                           |                              |
|---------------------------|------------------------------|
| Single Coverage           | \$45 per employee per month  |
| Employee & Child          | \$140                        |
| Employee & Spouse         | \$140                        |
| Family/Dependent Coverage | \$170 per employee per month |

May 1<sup>st</sup> 2015-April 30<sup>th</sup> 2016

|                           |                              |
|---------------------------|------------------------------|
| Single Coverage           | \$50 per employee per month  |
| Employee & Child          | \$155                        |
| Employee & Spouse         | \$155                        |
| Family/Dependent Coverage | \$190 per employee per month |

**Section 31.3 –Health Insurance Committee**

The health insurance committee shall be constituted and function as follows

1. Committee set up of three (3) bargaining units and City of Pekin

2. Committee consisting of two (2) from each unit, and two (2) from the unrepresented
3. Each party having signed the agreement shall have veto power over any and all proposals put forth by the committee
4. Changes agreed to by the committee shall be binding on all parties

#### Section 31.4 Compliance with Law

~~The Employer will otherwise make available medical insurance as required by law, but will not be required to pay the premiums for same. Individuals who have retired from the City, or who retire after the signing of this agreement, may elect to continue to participate in the City health insurance plan where they have such right under the Illinois Insurance or Pension Codes, but shall be responsible for premium costs in accordance with the last paragraph of the July 15, 2002 City of Pekin Group Health Care Agreement, so long as such agreement or a successor is in effect.~~ The employer will otherwise make available to eligible retirees medical insurance as required by law, and shall pay fifty percent (50%) of the premiums for the same. Individuals who have retired from the city, or who retire after the signing of this agreement, may elect to continue to participate in the city health insurance plan where they have such right under the Illinois Insurance or Pension Codes.

### ARTICLE 32 TEMPORARY UPGRADE

A. Any person covered by this agreement who works for an officer above his/her regular assigned classification shall be paid one half hours (1/2) pay for twelve (12) hours worked and (1) hours pay for said time above 12 hours worked. It is further understood that trades between ranks shall not entitle personnel to upgrade pay as provided in the article. It is further understood that personnel will not be moved to eliminate an upgrade and an upgrade will not be paid if the total number of captains and drivers for that shift are on duty as per applicable ordinance and/or policy.

B. If a Firefighter at Station #1 is required to drive any apparatus, in an emergency situation that person will be entitled to upgrade as stated above.

C. Upgrades shall be determined by seniority in rank of the personnel working at the station where the upgrade occurs. Upgrades outside of the bargaining unit shall be on a rotation basis.

### ARTICLE 33 NOTICES

Any notices required under this contract shall be directed as follows:

CITY

UNION

City Manager, City of Pekin  
City Hall, 111 S. Capitol  
Pekin, Illinois 61554

Pekin Fire Fighters Local 524  
P.O. Box 93  
Pekin, Illinois 61555-0093

In furtherance of the notice required referred to above, the sworn firefighters of the City of Pekin covered hereby shall constantly keep on file with the City Manager of the City of Pekin, Illinois, the name of its duly elected representative and the address to which all notices shall be given said representative.

### ARTICLE 34 SAVINGS CLAUSE

If any provision of this Agreement of any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions rendered or declared unlawful, invalid or unenforceable.

### ARTICLE 35 ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between parties, and concludes collective bargaining between the parties. This Agreement supercedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union for the duration of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter expressly covered in this Agreement except that: (1) the Union shall have the right to effects bargaining as provided in the Illinois Public Labor Relations Act (ILPRA), and the City shall have the right to temporarily implement management decisions pending final resolution of any Agreement; and (2) The Union shall have the right to decisional bargaining as provided in the ILRPA prior to the implementation of any change in any benefit, term or condition of employment not expressly covered

by the terms of this Agreement that constitutes a mandatory subject of bargaining.

**ARTICLE 36**  
**MUTUAL AID**

The City shall attempt to use commissioned members of the Pekin Fire Department for response to emergencies within the City of Pekin where practical to do so, provided this shall not limit Officers in command of the emergency from utilizing mutual aid from other Fire Departments where they determine such assistance necessary or appropriate. The City shall retain the authority to enter into mutual aid agreements, as it deems appropriate.

**ARTICLE 37** TA 9/14/10  
**RESIDENCY**

Fire Department employees shall become and remain residents within a ~~ten (10)~~ twenty (20) mile radius with the starting point of the radius being 14<sup>th</sup> St. and Broadway. ~~This radius shall exclude the area north of Interstate 474 that lies within Peoria County.~~

50% of the Fire Department employees shall remain residents within a ten (10) mile radius with the starting point of the radius being 14<sup>th</sup> St. and Broadway. If/when 40% of the Fire Department employees live outside the ten (10) mile radius, the Union may request that the Union and the City open this article of the contract to adjust the percent threshold that have to live within the ten (10) mile radius, should the union want to open this section. All employees shall establish residency within said boundaries within 18 months of employment. The Chief may extend the time on a case-by-case basis.

**ARTICLE 38**  
**NFPA 1710**

The City of Pekin and Pekin Firefighters Local 524 will continue to meet and work towards implementation of NFPA 1710

**Article 39**  
**40 Hour Firefighters**

#### Section 39.1 Coverage and purpose

These provisions shall apply to firefighters who are assigned to work a 40 hour week as their normal assignment and shall be classified as non-suppression firefighters. Any section not specifically covered in this article shall be applied under the “regular” agreement.

#### Section 39.2 Overtime

Any hours worked beyond a normal shift, being eight or ten (8/10) consecutive hours per day, shall be paid at the rate of time and one-half the hourly rate.

#### Section 39.3 Sick days

Provision of article 27 shall apply except as modified herein:

- A. Annual sick leave is ten days per calendar year.
- B. The maximum accumulative sick days is 230.

#### Section 39.4 Sick leave bonus

Refer to Section 27.4 and Section 27.5 of this agreement.

#### Section 39.5 Computation of hourly rate

Computed as salary times 4% divided by 2080

#### Section 39.6 Personal days

Two personal days per each 12 (twelve) month period shall be allowed.

#### Section 39.7 Bereavement

Three days shall be allowed for any and all persons allowed under the appropriate section in the “regular” agreement.

#### Section 39.8 Injury leave off duty

An employee injured off duty or suffering from a long term illness not be entitled to any benefits not provided for in this agreement. An employee shall be entitled to be off for a period of two hundred seventy (270) days, for eight (8) hour a day employees, or two hundred-sixteen (216) days for ten (10) hour a day employees, accumulative scheduled work hours in any two-year period. If an employee has accumulated leave time greater than the respective above mentioned hours he/she may be off duty for such injury or illness to the extent of such accumulated leave time. Once such sick days and other accumulated leave have been used, the employee may continue to be off the job in a non-pay status. If at the expiration of the above mentioned respective hours the employee is still unable to return to work, they will lose all seniority rights and their rights to reinstatement would be solely as provided by state statute. In such case, in the event they are re-employed, they would start as a Probationary Firefighter and it is understood that they would have lost seniority they may have previously earned.

#### Section 39.9 Wages

40 hour employees shall receive same wages as line personnel according to

rank with a 4% adjustment added.

Section 39.10 Vacations

Vacations shall be allowed as equally comparable to the “regular” agreement vacations shall be scheduled in cooperation with the Chief and/or his designee.

Section 39.11 Holidays

No holiday pay shall be paid unless worked. Employees shall have the option to work four (4) mutually agreed upon Holidays annually.

ARTICLE 40

TRADES

The Pekin Fire Department has adopted certain Standard Operating Procedures (S.O.P's) governing TRADES (S.O.P. #100-GEN-002) and FILLING OF VACANCY (S.O.P. #100-GEN-015). Prior to any change or revocation to either procedure, the Fire Chief shall notify the officers of Local 524 of the proposed modifications he desires to make, and the reasons for them, and upon request of the officers, shall meet with Local 524's representatives to discuss his proposals and any concerns about them before any change or revocation takes effect.

ARTICLE 41

PHYSICAL INCENTIVE PROGRAM

The Fire Chief shall retain the option to implement a Physical Fitness incentive program to improve the health and/or fitness of employees. Any incentive program adopted shall not require employees to participate. Prior to implementing an incentive program, the Fire Chief shall notify the officers of Local 524 of the program, and upon request, shall meet with representatives of Local 524 to discuss the program and any suggestions they have concerning it, prior to implementing the program.

Article 42

Minimum Manning

The City and Local 524 hereby agree that, where the regularly scheduled firefighters for normal duty on any day, or portion thereof greater than one (1) hour, falls below twelve (12) firefighters (including Drivers and Captains), the employer shall hireback to maintain at least twelve (12) firefighters on duty during the shift day, or portion thereof greater than one hour shall be required to pay employees on hirebacks at the rate of one and one half (1.5x) times the normal hourly rate of pay. The employer's obligation to maintaining twelve (12) firefighters on duty shall extend until the City Manager and/or Fire

Chief request further meetings in regards to staffing levels. Persons assigned to office duties shall not be counted as one of the twelve (12) firefighters on duty.

### ARTICLE 43 DUES CHECK OFF

All members of Local 524 shall be allowed to participate in the dues check off program, and the City agrees to withhold the specified amount from each participants pay upon each pay period. The local shall provide proof of participation in the form of a signed card.

### ARTICLE 44 AMBULANCE

In the event an ambulance service is started by the City of Pekin both parties agree to mutually open this article of the contract to discuss operations.

### ARTICLE 45 TA 9/14/10 DURATION

#### Section 45.1

The Employer shall continue to recognize and bargain with the Union so long as the Union represents a majority of the firefighters covered by this Agreement.

#### Section 45.2 - Term of Agreement

This Agreement shall be effective from May 1, 2011 and shall remain in full force and effect until April 30, 2016. It shall continue in effect from year to year thereafter unless notice of intent to terminate or modify is given in writing by certified mail by either party no earlier than 120 days preceding expiration and no later than 60 days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be written date of receipt.

#### Section 45.3 - Continuing Effect

Where either party gives Notice pursuant to 45.2 above, the parties shall continue to observe the wages, hours, and other conditions of employment established herein in accordance with Section 1614(1) of the Illinois Public Labor Relations Act.

#### Section 45.4 - Mutual Modification

It shall be understood that the provisions of this Agreement may be modified at any time upon mutual agreement of the parties, provided that all such modifications shall be in writing and signed by authorized representatives of each party to be binding.

**CITY OF PEKIN**

By \_\_\_\_\_  
Mayor

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

Attest:

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

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

**PEKIN FIREFIGHTERS LOCAL #524**

By \_\_\_\_\_  
Its President

Date \_\_\_\_\_

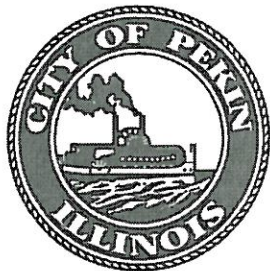
\_\_\_\_\_  
Secretary

Date \_\_\_\_\_

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_  
Fire Chief





## REQUEST FOR COUNCIL ACTION

**To:** Honorable Mayor and Members of the City Council

**CC:** Sue McMillan, City Clerk

**From:** Dennis Kief, City Manager

**Date:** September 22, 2010

**AGENDA ITEM:** Resolution Establishing Public Hearing Date On The Designation Of the IPC TIF

**AGENDA DATE REQUESTED:** September 27, 2010

**ACTION REQUESTED:** Approval of Resolution

**BACKGROUND:** Follow-up action on the Proposed Industrial Park Conservation Area TIF District. This first task for the South IPC TIF Area was the September 2009 Inducement Resolution. This resolution sets the Public Hearing for November 22 regarding the establishment of Southside IPC – TIF. Overall schedule attached.

**FINANCIAL IMPACT:** Significant Economic Development Tool to attract prospective industrial type businesses in the area in and near the expanded Riverway Business Park.

**NEIGHBORHOOD CONCERNS:** Consistent with Land Use

**IMPACT IF APPROVED:** IPC TIF created for up to 23 years in Riverway Business Park Expansion Area

**IMPACT IF DENIED:** No TIF Incentives available

**ALTERNATIVES:** N/A

**RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:** Consistent with Effective Government theme

### REQUIRED SIGNATURES

Department Director

9/22/10

Finance Department

9-22-10

(Certification of Availability of Funds)

Corporation Counsel

9-22-10

(Certification of Review)

City Manager

9/22/10

RESOLUTION NO. 71-10/11

**RESOLUTION ESTABLISHING A TIME AND PLACE FOR A PUBLIC  
HEARING TO CONSIDER A TAX INCREMENT FINANCING  
REDEVELOPMENT PLAN AND PROJECT FOR THE PROPOSED SOUTH  
INDUSTRIAL PARK CONSERVATION AREA**

BE IT RESOLVED BY THE CITY COUNCIL of the City of Pekin, Illinois, as follows:

That the City of Pekin, Illinois hereby establishes November 22, 2010, as 5:30pm at City Hall as the time and place for the Public Hearing to consider the adoption of the Tax Increment Financing Redevelopment Plan and Project for the South Industrial Conservation Area.

PASSED THIS 27<sup>TH</sup> DAY OF SEPTEMBER, 2010

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

NAYES: \_\_\_\_\_

ABSTENSIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Rusty L. Dunn, Mayor

**NOTICE OF AVAILABILITY OF THE PROPOSED  
TAX INCREMENT FINANCING  
REDEVELOPMENT PLAN AND PROJECT  
FOR THE  
SOUTH INDUSTRIAL PARK CONSERVATION AREA**

**Dated August 30, 2010**

**City of Pekin, Illinois**

This serves as a notice to any interested party of the availability of the above-described document (Plan). A copy of the Plan, which includes the basis for eligibility of the area proposed to qualify as a Redevelopment Project Area under the Illinois Tax Increment Allocation Redevelopment Act, is available for public inspection at the office of the City Clerk, located at City Hall, 111 South Capitol Street, Pekin, Illinois 61554.

A public hearing will be held on this Plan. Further notices will be provided on the date, time and place for the public hearing.

Notice posted: August 30, 2010

By: Sue<sup>rn</sup>. McMillan  
Sue McMillan, City Clerk

*Note: Post this notice where the City normally posts notices at City Hall at least 10 days before the date the City Council adopts a resolution establishing a time and place for the public hearing.*

# **Tax Increment Financing Redevelopment Plan and Project**

.....  
SOUTH INDUSTRIAL PARK CONSERVATION AREA  
.....



Prepared for

**City of Pekin, Illinois**

Prepared by

PGAVPLANNERS

August 30, 2010

**Preliminary Schedule for Adopting Redevelopment Plan & Project**  
 South Industrial Park Conservation (IPC) Area  
 City of Pekin, Illinois

| <b>Action No.</b> |     | <b>Target Completion Date</b> | <b>Action Complete</b> | <b>Activity</b>                                                                                                                                                                                                                                   |
|-------------------|-----|-------------------------------|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                 |     | 9/14/09                       | X                      | City Council Adopts inducement resolution                                                                                                                                                                                                         |
| 2                 |     | 11/13/09                      | X                      | Complete draft Redevelopment Plan for City review                                                                                                                                                                                                 |
| 3                 | NLT | 9/16/10                       |                        | File copy of final Redevelopment Plan with City Clerk's office and keep available for public inspection (at least 10 days prior to City Council adopting resolution setting public hearing date).                                                 |
| 4                 |     | 9/27/10                       |                        | City Council adopts resolution establishing public hearing date & place                                                                                                                                                                           |
| 5                 |     | 9/28/10                       |                        | <b>Send notice of public hearing to all affected taxing bodies and DCEO</b> via certified mail (include copy of of Redevelopment Plans and Resolution; Notice of JRB members...just notice of public hearing to non-JRB taxing districts and DCEO |
| 6                 |     | 9/29/10                       |                        | Send <b>notice of availability of Plans</b> to all parties registered on the <b>IPR</b> and to all <b>residential addresses within 750 feet</b> of the boundaries of the proposed TIF District                                                    |
| 7.                |     | 10/20/10                      |                        | <b>Joint Review Board (JRB) meeting</b> and review of Redevelopment Plans and sample ordinances (at least 14 days from Action No. 5 but not more than 28 days)                                                                                    |
| 8.                | NST | 10/20/10                      |                        | Report the Joint Review Board (not more than 30 days from convening of the JRB)                                                                                                                                                                   |
|                   | NLT | 11/19/10                      |                        |                                                                                                                                                                                                                                                   |
| 9.                |     | 10/29/10                      |                        | <b>First publication of notice of public hearing</b> (not more than 30 days before hearing)                                                                                                                                                       |
| 10.               |     | 11/8/10                       |                        | <b>Second publication of notice of public hearing</b> (not less than 10 days before hearing)                                                                                                                                                      |
| 11.               |     | 10/26/10<br>11/8/10           |                        | <b>Notice by certified mail to property owners</b> in area (not less than 10 days before hearing)                                                                                                                                                 |
| 12.               |     | 11/22/10                      |                        | <b>Public Hearing</b> held (not less than 45 days from Action No. 5)                                                                                                                                                                              |
| 13.               | NST | 12/13/10                      |                        | City Council introduces ordinances (not less than 14 days or more than 90 days from the close of the public hearing).<br>(1) Adopt TIF Plan & Redevelopment Project<br>(2) Designate TIF Area<br>(3) Adopt Tax Increment Financing for Area       |
|                   | NLT | 2/19/11                       |                        |                                                                                                                                                                                                                                                   |

**NOTE:** Schedule may be altered so long as statutory requirements are satisfied

NST = Not Sooner Than

NLT = Not Later Than



## **REQUEST FOR COUNCIL ACTION**

**To:** Mayor/ Council

**CC:** City Manager/ City Clerk

**From:** Building Inspector/ Code Enforcement Officer, Ronald Sieh

**AGENDA ITEM:** Site Plan and Special Use for a Used Automobile Sales Business

**AGENDA DATE REQUESTED:** September 27, 2010

**ACTION REQUESTED:** Recommendation to approve site plan and special-use

**BACKGROUND:** The old gas station located at 1201 N. 8<sup>th</sup> street has been closed for business about 5 plus years and the City has incurred costs to enclose the building and maintain the property. 2 months ago the owner of the property paid off all liens owed the City, removed the canopy and underground tanks and installed blacktop on the entire property. Now the property has been put on the market for lease and Mr. Goddard is requesting a special-use to install a used car lot at the property.

**FINANCIAL IMPACT:** Steady or a possible increase in sales tax revenue.

**NEIGHBORHOOD CONCERNS:** None

**IMPACT IF APPROVED:** The existing building and property will be maintained and will not be setting empty with plywood covering the windows and door.

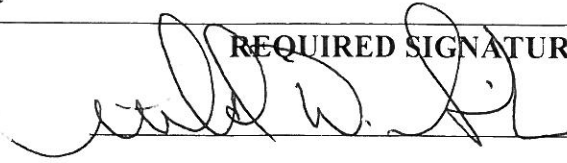
**IMPACT IF DENIED:** Building will possibly set empty until another business leases the property, but with the size of the existing building the uses will be very limited.

**ALTERNATIVES:** None

**RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:** Prosperous Community, Strong Foundation and an Effective Government.

REQUIRED SIGNATURES

Department Director



9/21/2010  
Date

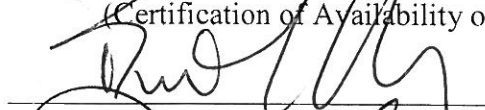
Finance Department



(Certification of Availability of Funds)

Date

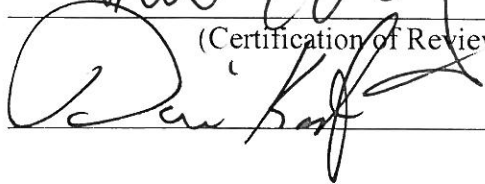
Corporation Counsel



9/21/10

Date

City Manager



(Certification of Review)

9/22/10

Date

**SITE PLAN CHECKLIST  
For Special Use Request**

**Name** Goddard Used Auto Sales  
**Address** 1201 N. 8<sup>th</sup> Street  
**Phone #** 353-9844  
**Contact Person** Mark Goddard

*Handwritten signatures and dates:*  
 [Signature] 9/1/10  
 [Signature] 9-1-2010  
 [Signature] 9-1-2010

| <i>Required Information – Approval Dates</i> |                                                  | Public Works<br>Director | City<br>Engineer | Code<br>Enforcement | Fire<br>Chief |
|----------------------------------------------|--------------------------------------------------|--------------------------|------------------|---------------------|---------------|
| 1.                                           | Subdivision Name and Lot Number                  | ok                       |                  | OK                  | OK            |
| 2.                                           | Local Cross Streets                              | ok                       |                  | OK                  |               |
| 3.                                           | Lot Layout, Dimension and Setbacks               | ok                       |                  | OK                  |               |
| 4.                                           | Public Access                                    | ok                       |                  | OK                  |               |
| 5.                                           | Easements                                        | ok                       |                  | N/A                 |               |
| 6.                                           | Sanitary Sewer Locations, Size                   | EXISTING                 |                  | N/A                 |               |
| 7.                                           | IEPA Sanitary Sewer Permit                       | N/A                      |                  | N/A                 |               |
| 8.                                           | Storm Sewer Location and Size                    | EXISTING                 |                  | N/A                 |               |
| 9.                                           | Proper Zoning (Current)                          | ok                       |                  | B-3                 |               |
| 10.                                          | Parking Spaces and Surface                       | ok                       |                  | OK                  |               |
| 11.                                          | Sidewalks                                        | ok                       |                  | OK                  |               |
| 12.                                          | Landscaping                                      | ok                       |                  | OK                  |               |
| 13.                                          | ADA Compliance                                   | see CE #1                |                  | Note #1             |               |
| 14.                                          | Driveway Openings (curb cuts)                    | EXISTING                 |                  | OK                  |               |
| 15.                                          | TIF Area                                         | N/A                      |                  | N/A                 |               |
| 16.                                          | Signage Exterior                                 | ok                       |                  | OK                  |               |
| 17.                                          | Lighting Exterior                                | ok                       |                  | OK                  |               |
| 18.                                          | Floor Plan Shown and Dimensions                  | ok layout only ok        |                  | OK                  |               |
| 19.                                          | Screening or Fencing – Barbed Wire or Electric   | ok                       |                  | OK                  |               |
| 20.                                          | Loading and Unloading Areas Shown and Dimensions | ok                       |                  | OK                  |               |
| 21.                                          | Fire Hydrant Location                            | EXISTING ok              |                  | Note #2             | OK            |
| 22.                                          |                                                  |                          |                  |                     |               |
| 23.                                          |                                                  |                          |                  |                     |               |
| 24.                                          |                                                  |                          |                  |                     |               |



Public Works Comments:

City Engineer Comments:

Code Enforcement Comments:

#1. Must provide ADA parking space and sign

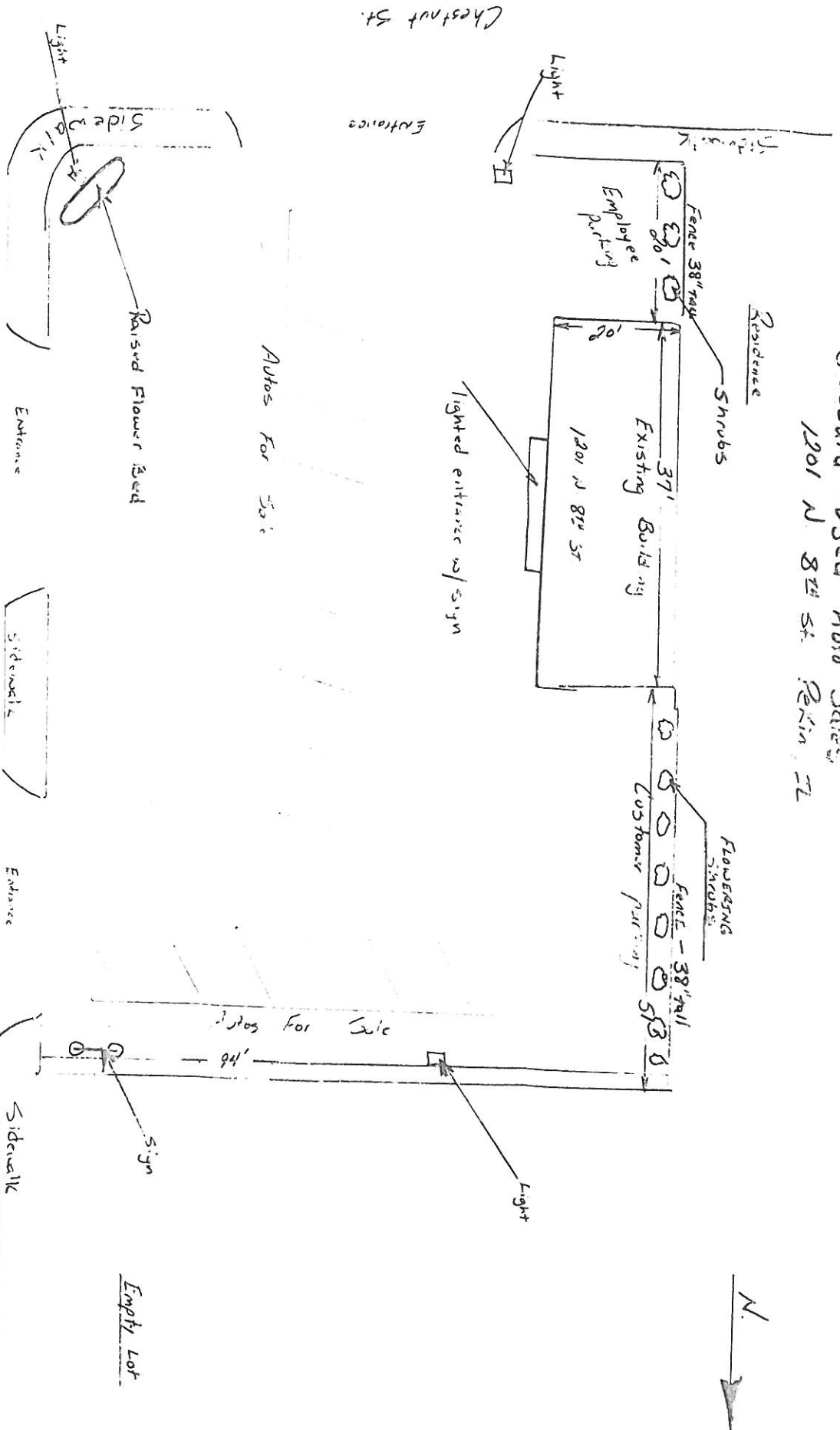
#2. Fire hydrant is across street and 1 block north and south

#3. Existing gas station that just had tanks and canopy removed with new blacktop installed on entire site.

Fire Chief Comments:

Other Comments:

1201 N 8<sup>th</sup> St. Perkins IL





## **REQUEST FOR COUNCIL ACTION**

**To: To: Mayor Council**

**CC: City Manager -City Clerk**

**From: Building Inspector/ Code Enforcement Officer, Ronald Sieh**

**AGENDA ITEM: AGENDA ITEM: Site Plan and Special-use for drive-up window at the Sweet Spot Ice Cream**

**AGENDA DATE REQUESTED: September 27, 2010**

**ACTION REQUESTED: Recommendation to approve site plan and special-use for drive-up window.**

**BACKGROUND:** The former 8th Street Dairy Cream recently sold and the new owner's are requesting a drive-up window for pick-up and ice cream orders. The parking area to the west of the building will be utilized for employee parking and has been redesigned to accommodate a drive-up window so that it is not interfering with regular customers accessing the walk-up windows. The existing parking area has been redesigned to accommodate 12 regular parking spots and 1 ADA parking spots without compromising the existing landscaping areas.

**FINANCIAL IMPACT: Steady or a possible increase in sales tax revenue.**

**NEIGHBORHOOD CONCERNS: None**

**IMPACT IF APPROVED: The existing building will not be sitting empty waiting for a new tenant.**

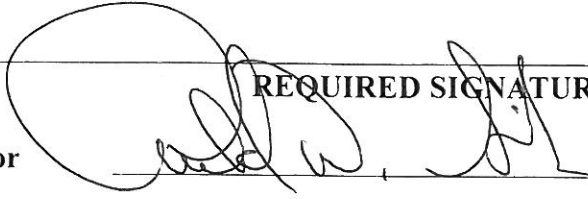
**IMPACT IF DENIED: None**

**ALTERNATIVES: None.**

**RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Prosperous Community, Strong Foundation, High Quality of Life and an Effective Government**

**REQUIRED SIGNATURES**

**Department Director**



9/21/2010  
Date

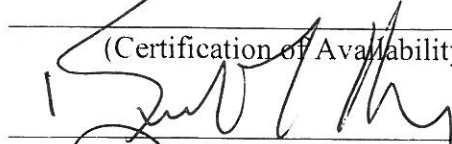
**Finance Department**



(Certification of Availability of Funds)

Date

**Corporation Counsel**

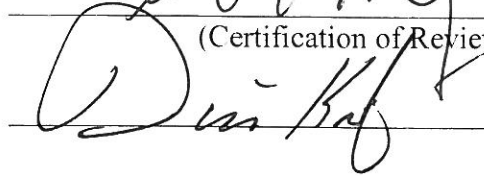


9/21/10

(Certification of Review)

Date

**City Manager**



9/22/10  
Date

**SITE PLAN CHECKLIST  
For Special Use Request**

**Name** Sweet Spot Ice Cream  
**Address** 211 N. 8<sup>th</sup> Street  
**Phone #** 678-9307  
**Contact Person** Frank Stetler

*Handwritten signatures and dates:*  
 [Signature] 9/1/2010  
 [Signature] 9-1-2010

| <i>Required Information - Approval Dates</i> |                                                  | Public Works<br>Director | City<br>Engineer | Code<br>Enforcement | Fire<br>Chief |
|----------------------------------------------|--------------------------------------------------|--------------------------|------------------|---------------------|---------------|
| 1.                                           | Subdivision Name and Lot Number                  | ok                       |                  | OK                  | OK            |
| 2.                                           | Local Cross Streets                              | ok                       |                  | OK                  |               |
| 3.                                           | Lot Layout, Dimension and Setbacks               | ok                       |                  | OK                  |               |
| 4.                                           | Public Access                                    | ok                       |                  | OK                  |               |
| 5.                                           | Easements                                        | N/A                      |                  | N/A                 |               |
| 6.                                           | Sanitary Sewer Locations, Size                   | EXISTING                 |                  | N/A                 |               |
| 7.                                           | IEPA Sanitary Sewer Permit                       | N/A                      |                  | N/A                 |               |
| 8.                                           | Storm Sewer Location and Size                    | EXISTING                 |                  | N/A                 |               |
| 9.                                           | Proper Zoning (Current)                          | ok                       |                  | B-3                 |               |
| 10.                                          | Parking Spaces and Surface                       | ok                       |                  | OK                  |               |
| 11.                                          | Sidewalks                                        | ok                       |                  | OK                  |               |
| 12.                                          | Landscaping                                      | existing                 |                  | OK                  |               |
| 13.                                          | ADA Compliance                                   | ok                       |                  | OK                  |               |
| 14.                                          | Driveway Openings (curb cuts)                    | ok                       |                  | OK                  |               |
| 15.                                          | TIF Area                                         | N/A                      |                  | N/A                 |               |
| 16.                                          | Signage Exterior                                 | EXISTING                 |                  | OK                  |               |
| 17.                                          | Lighting Exterior                                | EXISTING                 |                  | OK                  |               |
| 18.                                          | Floor Plan Shown and Dimensions                  | Drive thru only ok       |                  | OK                  |               |
| 19.                                          | Screening or Fencing - Barbed Wire or Electric   | ok                       |                  | Dumpster            |               |
| 20.                                          | Loading and Unloading Areas Shown and Dimensions | ok                       |                  | OK                  |               |
| 21.                                          | Fire Hydrant Location                            | ok                       |                  | OK                  | OK            |
| 22.                                          |                                                  |                          |                  |                     |               |
| 23.                                          |                                                  |                          |                  |                     |               |
| 24.                                          |                                                  |                          |                  |                     |               |

Public Works Comments:

City Engineer Comments:

Code Enforcement Comments: Overall layout meets or exceeds code requirements.  
Dumpster location at corner must be relocated to another area and screened.

Fire Chief Comments:

Other Comments:



## Letter of Request

To: The City of Pekin Planning Commission,

The owners of the 8th. Street Sweet Spot, Frank & Lisa Stetler would like to make a request for the consideration of a drive - thru window being installed at our business at 211 N. 8th. Street, Pekin. Enclosed is our proposed site plan sketch for entering and exiting the property, complete with all lot & building sizes, traffic flow direction, the distances from all corners of our lot, as well as the number of cars the drive thru lane can hold. Our proposal is to have the traffic enter from Market Street at the rear of the business, allowing at least 5 cars in the lane. With the serving window located on the South side of the building, (24' from the center of the window to the center of the city walk) the cars will exit back on to 8th. Street with one way traffic flow heading Northbound. The parking lot will still maintain enough room for 13 customer and 4 employee parking spaces. We believe that this addition would greatly increase our customer base as well as our chances for a successful business. We would appreciate your consideration for this addition to our store and will be awaiting your reply. If this request is accepted, we would like to begin construction of a 4' x 8' window addition area in the Winter during our down season.

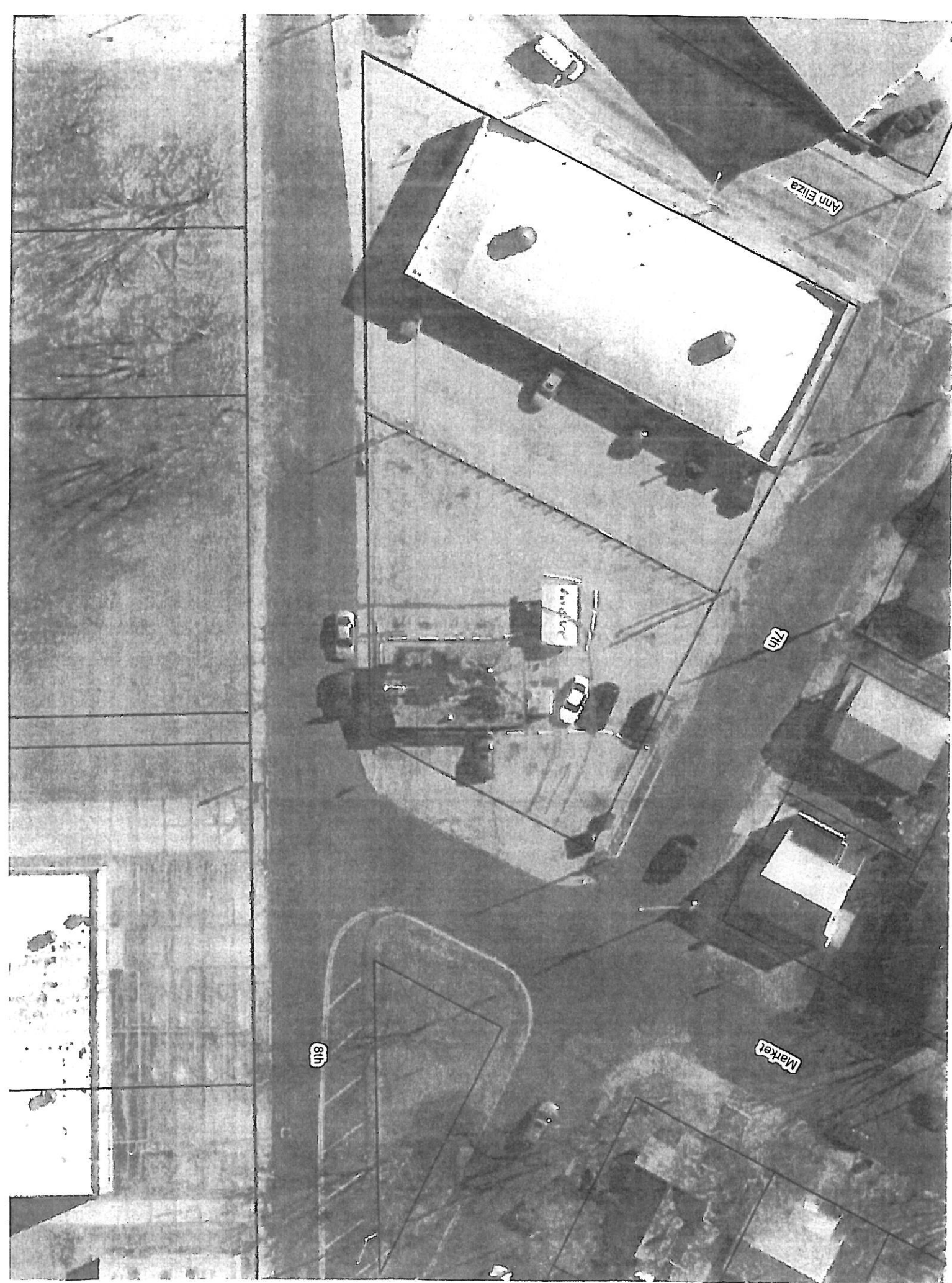
If any additional information is needed on our part, please feel free to contact us.

Frank Stetler @ 678-9307, Lisa Stetler @ 678-9308. Lisa can also be reached at the store from 11am - 5 pm weekdays @ 353-3340

Thank you,

Frank & Lisa Stetler







## REQUEST FOR COUNCIL ACTION

**To:** Mayor & Council Members

**CC:** City Clerk

**From:** Dennis Kief [September 20, 2010]

**AGENDA ITEM:** DCEO Grant Agreement 10-203543 (2009 Street Maintenance Reimbursement)

**AGENDA DATE REQUESTED:** September 27, 2010

**ACTION REQUESTED:** Approval of Grant Agreement

**BACKGROUND:** Earlier this year I was encouraged to apply for Illinois Department of Commerce and Economic Opportunity (DCEO) funds. For several months I went back and forth with DCEO staff to determine eligible projects. In the past we pursued and received DCEO funds for Public Works equipment. Unfortunately, equipment is no longer eligible. I then focused on our street maintenance program. Our annual seal coating program was considered maintenance work and as such not eligible. I then focused on our Hot In-Place Recycling process (Heating and Scarifying) that we have utilized since the late 1980's. That process followed by the seal coating process (after some convincing) met their eligibility requirements since it fell into the reconstruction category of work.

As with most grants, this one has and will require a lot of paperwork. However, it is certainly worth the time and effort, especially if it means being able to transfer this \$125,000 grant back into the City's General Fund. It is ironic that this grant will help pick up some of the shortfall of revenue that the City has hurt by due to other State Revenues (specifically State Income Tax and Personal Property Replacement Tax) being held back.

**FINANCIAL IMPACT:** Will reimburse \$125,000 of the City General Fund, that committed to the 2009 Street Maintenance program.

**NEIGHBORHOOD CONCERNS:** None, work completed

**IMPACT IF APPROVED:** Helps the City's General Fund

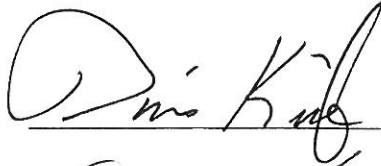
**IMACT IF DENIED:** City would not get \$125,000

**ALTERNATIVES:** NA

**RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:** Effective Government

SIGNATURES

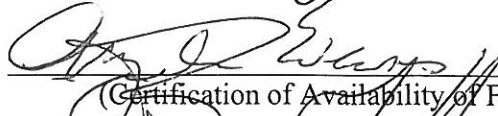
Department Director



9/20/27

Date

Finance Department

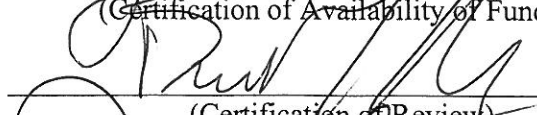


(Certification of Availability of Funds)

9-20-10

Date

Corporation Counsel

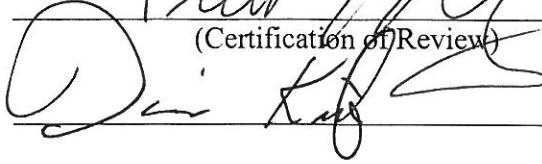


(Certification of Review)

9-21-10

Date

City Manager



9/20/27

Date



## REQUEST FOR COUNCIL ACTION

**To:** Mayor Rusty Dunn and Members of the City Council  
**CC:** Dennis Kief, City Manager & Sue McMillan, City Clerk  
**From:** Greg Ranney, Supt. of Transportation and Solid Waste

**AGENDA ITEM:** One year transportation contract which was previously provided by Hoyle Transportation.

**AGENDA DATE REQUESTED:** September 27, 2010

**ACTION REQUESTED:** Approval of the one year contract to provide transportation for Tazewell-Mason Counties Special Education which provides primarily to Schramm School. Transportation for these trips would be provided as needed at a cost per trip.

**BACKGROUND:** Tazewell Mason provides education to children from ages 4-21 locally and some throughout the state.

**FINANCIAL IMPACT:** Tazewell Mason has children who live in facilities in our communities from Pekin and other communities in our state. Each location pays for their transportation per trip.

**NEIGHBORHOOD CONCERNS:** Non-Applicable

**IMPACT IF APPROVED:** Schramm would pay \$48.00 per trip in town and \$113.00 outside of Pekin. The Rankin Satellite would pay \$78.00 per trip in Pekin and \$144.00 outside of Pekin.

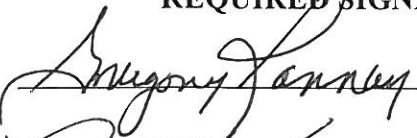
**IMPACT IF DENIED:** Transportation service would have to be provided by a contractor outside of the community.

**ALTERNATIVES:** Hire an outside contractor to provide transportation service.

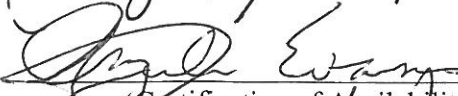
**RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:** Continued cooperation and working with school districts, special education providers and the City of Pekin to provide transportation in our community.

### REQUIRED SIGNATURES

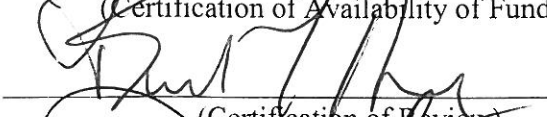
Department Director

 9/21/10  
Date

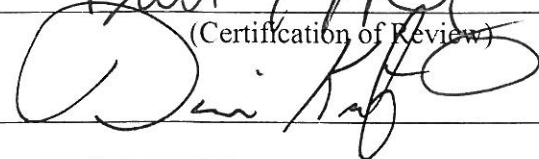
Finance Department

 9-21-10  
(Certification of Availability of Funds) Date

Corporation Counsel

 9/21/10  
(Certification of Review) Date

City Manager

 9/22/10  
Date

**TAZEWELL-MASON COUNTIES SPECIAL EDUCATION ASSOCIATION  
300 CEDAR STREET  
PEKIN, ILLINOIS 61554-2576**

**2010-2011 TRANSPORTATION AGREEMENT**

The Tazewell-Mason Counties Special Education Association through its administrative agent, East Peoria High School District #309, enters into the following agreement with:

**City of Pekin  
Transportation Department  
1130 Koch Street  
Pekin, IL 61554**

to provide the following service:

Transportation on behalf of Schramm Educational Center at a rate of \$48.00 per trip, per bus within Pekin City Limits. The rate of \$113.00 will be charge per trip, per bus for trips outside Pekin City Limits. The company agrees to this rate for the school year of 2010-2011. Changes in this rate or arrangements can be made with mutual consent by both parties.

These services will commence on or about June 15, 2010 and conclude no later than June 14, 2011. All services shall have been delivered in order for this agreement to be considered properly executed.

All services rendered shall, in both content and intent, be in compliance with any and all federal and state statutes which are applicable. In particular, they shall be non-discriminatory regarding race, religion, national origin, sex, and handicap.

This agreement is entered into on June 9, 2010 by the following:

Signed: \_\_\_\_\_  
Public Properties Director, City of Pekin

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

Signed: \_\_\_\_\_  
Director, Special Education

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

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**City of Pekin  
Transportation Department  
1130 Koch Street  
Pekin, IL 61554**

to provide the following service:

Transportation on behalf of TMCSEA Satellite Classrooms at Rankin School at a rate of \$78.00 per trip, per bus within Pekin City Limits. The rate of \$144.00 will be charge per trip, per bus for trips outside Pekin City Limits. The company agrees to this rate for the school year of 2010-2011. Changes in this rate or arrangements can be made with mutual consent by both parties.

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