



City of Pekin

AGENDA

REGULAR COUNCIL MEETING OF SEPTEMBER 14, 2009

5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

Mayor Rusty 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 August 24, 2009 and Council EDAC Work Session September 2, 2009.*

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:** Police Department August Monthly Report, Liquor Commission Minutes dated July 16, 2009, Traffic Safety Minutes dated September 4, 2009, Tazewell County Animal Control Reports July and August, and Mayor's Advisory Committee for Persons with Disabilities Minutes dated July 9, 2009
- 2. Proclamations:** Alzheimer's Association "Memory Walk Day" - Saturday September 26, 2009
- 3. Charitable Solicitation:** Memorial for Dustin Englebrecht September 26, 2009
Benefit for Donald K. Fryman October 24, 2009
Benefit for Greg Savelio September 13, 2009
- 4. Resolution No. 15-09/10 –** Mayor's Appointment of Timothy Gillespie to the Traffic Safety Committee as citizen representative to fill the unexpired term of Joseph Berardi until the first Monday in May, 2010
- 5. Resolution No. 16-09/10 –** Mayor's Appointment of Perry Martin to the Mayor's Advisory Committee for Persons With Disabilities to fill the unexpired term of Norma Bosley until the First Monday in May, 2012

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

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS

1. **PRESENTATION: Retirement of Employee**
DESCRIPTION: Recognition for the service of Fire Chief Chuck Lauss.
PRESENTERS: City Manager Dennis Kief and Fire Chief Kurt Nelson
2. **PRESENTATION: Heartland Water Resources**
DESCRIPTION: Pekin Lake Restoration and Illinois River projects status
PRESENTERS: Russ Crawford

IX. NEW BUSINESS

1. **Central States Health and Welfare Fund Letter of Understanding** (DK)
DESCRIPTION: Negotiated items beyond the normal coverage by the approved C-6 Health Insurance Plan effective October 1, 2009.

ACTION: Motion to approve the Letter of Understanding.

VOTE REQUIRED

2. **Articles of Agreement Teamsters, Chauffeurs and Helpers Local Union No. 627 Wastewater Treatment Department Effective** (DK)
DESCRIPTION: 5 Year Contract for Teamster Treatment Plant Employees.

ACTION: Motion to approve the Agreement.

VOTE REQUIRED

3. **Illinois Public Works Mutual Aid Network** (JW)
DESCRIPTION: Request to approve submitting application to join IPWMAN.

ACTION: Motion to approve application submittal.

VOTE REQUIRED

4. **Hanson Professional Services, Inc.** (JW)
DESCRIPTION: Service Agreement to provide drawings and specifications to upgrade the traffic signals at Court Street and the Mall Entrance.

ACTION: Motion to approve the Agreement in an amount not to exceed \$9,000.00..

VOTE REQUIRED

5. **Hanson Professional Services, Inc.** (JW)
DESCRIPTION: Service Agreement to provide Traffic Demand Model for proposed El Camino Extension.

ACTION: Motion to approve the Agreement in an amount not to exceed \$2,500.00.

VOTE REQUIRED

6. **Resolution No. 17-09/10 – Providing for a Feasibility Study of the Designation of a Portion of the City of Pekin as a Redevelopment Project Area and to Induce Development Interest within Such Area**

(DK)

DESCRIPTION: Formal action for the City's intent to establish an Industrial Park Conservation Area TIF District and states proposed boundaries.

ACTION: Motion to adopt the Resolution.

VOTE REQUIRED

7. **Ordinance No. 1462-A292 – 09/10 - Amending Title 8, Chapter 3, Section 3 of the Code of the City of Pekin 1995 Regard Speed**

(JW)

DESCRIPTION: Recommendation of the Traffic Safety Committee to reduce the speed limit on Sheridan from California Road to California Road E from 45 mph to 35 mph.

ACTION: Motion to adopt the Ordinance.

VOTE REQUIRED

8. **Ordinance No. 1462-A293-09/10 - Amending Title 8, Chapter 4, Section 1.D of the Code of the City of Pekin 1995 Regarding No Parking Schedule**

(JW)

DESCRIPTION: Traffic Safety Committee recommendation to restrict parking in all cul-de-sacs with a radius of less than or equal to 100 ft.

ACTION: Motion to adopt the Ordinance
Motion to layover until September 28, 2009.

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) 2. - Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.

5 ILCS 120/2 (c) 5. - The purchase or lease of real property for the use of the public body. Land acquisition.

ACTION: Motion to move to Executive Session.

VOTE REQUIRED

XII. ADJOURNMENT

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

NO VOTE REQUIRED

**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, AUGUST 24, 2009 AT 5:30 O'CLOCK P.M.
RUSTY L. DUNN MAYOR PRESIDING**

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

ABSENT: NONE

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

Roll was called and all Council Members were present.

AGENDA

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

MINUTES

Motion by Council Member Barra, seconded by Council Member Abel, that the **minutes of the Regular City Council Meeting of August 10, 2009 be approved as written**. On roll call vote, all present voted Aye.

PUBLIC INPUT ON AGENDA ITEMS

Karen Wade, 319 Edgewood Drive, read from a prepared letter to the Council of her concern in the selection process for the adoption of the Mayor's appointments to the Human Rights Committee. Learned of Pekin's racist image Pekin's reputation is not a perception, it is a fact. She questioned the experience with human rights issues of the prospective members and suggested following representatives: Social worker, Clergy, Elementary school teacher, Union, Salvation Army, Union Mission, Disabled, Ethnic groups, Been considered, Perpetuates idea City of Pekin not serious about human rights.

Andy Sparks, 8 Haylake Drive advised Council that the Economic Development Advisory Committee was ready to meet with the Council to present their recommendations for proposed incentives for development. EDAC Chairman Sparks also informed Council that the committee unanimously supported the Council's plans to enter into an IPC TIF District that was being proposed with the assistance of PGAV.

Planner Jeremy Hayes of Peckman Guyton Albers & Viets, Inc. presented the professional service agreement to assist Pekin in setting up a new South Industrial Park Conservation Area TIF. He advised that the qualifying factors, blighted area, conservation, labor surplus municipality, with an unemployment rate of 11.3% in June time would be of the essence. The process would take through December to complete.

CONSENT AGENDA

Motion by Council Member Blanchard, seconded by Council Member Strand, that the Consent Agenda be approved as presented.

Mayor Dunn read presented the following for consideration of the Consent Agenda items by Omnibus Vote.

- 1. Receive and File Monthly Reports and Minutes:** Electrical Commission minutes dated August 6, 2009, Traffic Safety Minutes dated August 7, 2009, Police Report July and Airport Commission.

2. **Proclamations:** “Mentally Handicapped Week” September 13, 2009
“Paint the Town Red for YWCA Day” Saturday, August 29, 2009

3. **Charitable Solicitation:** “Knights of Columbus Tootsie Roll Drive” - September 18-20, 2009
“Benefit for Cainen Baker-Friends Tap Bike Run” September 26, 2009

On roll call vote, all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

Treasurer James Wolf in a PowerPoint presentation summarized the financial status of the City through July. He indicated that rates were on a downward trend, thereby reducing the revenues the City had. He felt the City was positioned as well as possible until the economy recovers. Explanations were given that the first installments of County taxes were received and 2nd installment portion would be timely in October. The State replacement tax was down considerably. Mr. Wolf estimated the Food and Beverage Tax was on track, bringing in approximately \$79,000 per month. Sales tax was surprisingly steady over other comparables.

Council Members heard Secretary of the Pekin Municipal Airport Commission Charles Thomas give origination, history, past and current fiscal condition of the Airport. Mr. Thomas covered from the airport’s beginning as an emergency field in 1920 through various improvements. He advised Council of the expenditure for snow removal, grass cutting reduced to in-house, hangar rentals, and Byerly Aviation previous contract to manage.

NEW BUSINESS

Motion by Council Member Kortkamp, seconded by Council Member Abel, that **PECKMAN GUYTON ALBERS & VIETS, INC. AGREEMENT in an amount not to exceed \$27,000**, be approved.

Agreement with PGAV Consultant to prepare Industrial Park Conservation (IPC) Area Plan in the expanded Riverway Business Park

On roll call vote, all present voted Aye

Motion by Council Member Abel, seconded by Council Member Barra, that the **LETTER OF ENGAGEMENT WITH JAMES UNLAND & CO. INC., in the amount of \$5.00 per member per month**, be approved. A comprehensive explanation of their business practices and sets forth the basic terms upon which the company render services for the City Human Resources and benefit related consulting services in an amount estimated at \$13,000 in basic terms of \$5.00 per member per month important resource during insurance negotiations, gathering benefits, wages, health insurance data from comparable communities, and transition from one Third Party Administrator to another, and most recent transition from being self insured to Central States Health and Welfare Fund provider.

On roll call vote, all present voted Aye.

ORDINANCE NO. 2593-09/10

AMENDING TITLE 6, CHAPTER 4, OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING FAIR HOUSING

Motion by Council Member Schmidgall, seconded by Council Member Kortkamp, that **Ordinance No. 2593-09/10** be adopted. Pam Anderson, Community Development Director, in an effort to achieve a better community image, presented the amendment to the Fair Housing Code to align with State of Illinois protected groups and the removal of the Human Relations Commission and creation of the Human Rights Committee. On roll call vote, Ayes, Schmidgall, Strand, Kortkamp, Barra, Abel, Dunn; Abstain, Blanchard. Motion Carried.

ORDINANCE NO. 2594-09/10

AMENDING TITLE 2, CHAPTER 8 OF THE CODE OF THE CITY OF PEKIN REGARDING THE CREATION OF THE HUMAN RIGHTS COMMITTEE

Motion by Council Member Strand, seconded by Council Member Abel, that **Ordinance No. 2594-09/10** be approved. Ms. Anderson, as a result of one of Council’s top priorities of the Retreat to improve the image of the community, also recommended removing the Human Relations Commission and creating the Human Rights Committee. On roll call vote, Ayes, Schmidgall, Strand, Kortkamp, Barra, Abel, Dunn; Abstain, Blanchard. Motion Carried.

RESOLUTION NO. 14-09/10

Motion by Council Member Barra, seconded by Council Member Kortkamp, that **Resolution No. 14-09/10** be adopted. Pam Anderson presented named members to be appointed to the established Human Rights Committee and what the members would be charged with doing. Discussion followed. Council Member Barra questioned the residence of some of the members. Council Members Strand and Blanchard expressed concern about the lack of public input on selection process and lack of representation for community groups in Pekin. Council Member Strand expressed appreciation to the proposed members of the committee in attendance but could not support the Mayor's appointments without further discussion regarding the process. Council Member Schmidgall suggested the public have the opportunity to get involved by completing the application process used for appointments to boards and commission. Motion by Council Member Strand, seconded by Council Member Schmidgall that Resolution No. 14-08/09 be tabled. On roll call vote; Ayes, Strand, Schmidgall, Blanchard, Dunn, Nays, Barra, Abel, Kortkamp. Motion carried.

ORDINANCE NO. 1462-A291-09/10

AMENDING TITLE 8, CHAPTER 4, SECTION 1.D OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING NO PARKING SCHEDULE

Motion by Council Member Blanchard, seconded by Council Member Abel, that **Ordinance No. 1462-A291-09/10** be adopted. The Traffic Safety Committee recommended no parking on the southeast portion of Pine Street at Maple Park Drive a total distance of 200' to address the parking concerns in the area of the apartments. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Abel shared input he had received from the public regarding their concern at the crossing for Coal Miners Park and Parkway Drive both for pedestrians and the traffic. It was suggested to install a flashing yield light and/or a button to stop traffic.

Council Member Blanchard announced the Council/Firefighters softball challenge for MDA. Council member and staff would participate in the fund raising on Friday September 4 at 8:00 p.m. and also at the Marigold Festival Family Fest dunk tank on Friday, September 11, 2009.

Mayor Dunn encouraged the public to submit their application if interested in serving on the Human Rights Committee.

Public Works Director Joe Wuellner distributed information regarding the Mossville Bluffs ravine stabilization. He indicated the tour of this problem area and the implemented management practices would help the Council see the techniques for correcting erosion issues that also occur in Pekin.

City Manager Dennis Kief informed Council and the public of the activities scheduled for remembrance of 9-11 event.

Police Chief Ted Miller advised the public that the City and State were increasing patrol for speed, driving under the influence of alcohol, and seatbelt enforcement.

Everett Louis, 1208 Hamilton, addressed Council with several concerns: the inability of the handicapped to cross Parkway Drive, speed limit enforcement in area of Miller Center, the condition of the sidewalk from the park to Broadway at 14th Street. He also announced that he would be obtaining signatures to run for the US Senate.

Roger Alexander, 1904 Court Street, expressed his concern of truck traffic using "jake break" on Court Street through the City. He requested the Council to consider passing an ordinance to restrict usage by semi trucks.

EXECUTIVE SESSION

Motion by Council Member Abel, seconded by Council Member Blanchard, that **Council move to Executive Session** at 7:40 P.M. to discuss 5 ILCS 120/2 (c.) 2. Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2 (c) 5. the purchase or lease of real property for the use of the public body. 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 8:10 P.M.

Sue E. McMillan
City Clerk

CITY OF PEKIN
POLICE DEPARTMENT

PEKIN POLICE DEPARTMENT
END OF MONTH REPORT FOR AUGUST 2009

	AUGUST 2008	JULY 2009	AUGUST 2009
TRAFFIC TICKETS	415	546	624
WARNING TICKETS	**435**	220	304
OFFENSES	572	604	539
ARRESTS	282	279	237
PARKING TICKETS	213	188	185
STOPS	815	513	514

** WARNING TICKETS WITH MULTIPLE OFFENSES WERE COUNTED FOR EACH OFFENSE
AND NOT AS A SINGLE TICKET AS THEY ARE NOW. THIS WAS STARTED IN SEPTEMBER OF 2008

CITY ORDINANCE TICKETS FOR AUGUST 2009

NUMBER OF TICKETS WRITTEN	59
NUMBER OF TICKETS PAID OVER THE COUNTER	27
FINES COLLECTED OVER THE COUNTER	\$3,900

IMPOUNDED VEHICLES FOR AUGUST 2009

TOTAL VEHICLES IMPOUNDED: 37
AMOUNT OF FINES COLLECTED: \$11,000

OFFENSES

DRUG RELATED	7
DUI	10
DWLS/R	18
UOW	0

MULTIPLE OFFENSES

DRUGS/DUI	0
DRUGS/DWLS-R	2
DRUGS/UOW	0
DUI/DWLS	0
TOTAL	37

City of Pekin

SPECIAL LIQUOR COMMISSION MINUTES THURSDAY, JULY 16 , 2009 4:00 P.M. WEST CONFERENCE ROOM

Liquor Commissioner Rusty Dunn called the meeting to order at 4:01p.m.

PLEDGE of ALLEIGENCE

No Pledge

ROLL CALL

The following members were present for roll call: Dave Eitenmiller, Deputy Fire Chief Kurt Nelson, Police Chief Timothy Gillespie and Holly Brown.
Also present: Deputy Chief Ted Miller

APPROVAL OF AGENDA

Eitenmiller made a motion to accept the Agenda of July 15, 2009, seconded by Brown. Motion passed.

APPROVAL OF MINUTES

Gillespie made a motion to approve the June 11, 2009 minutes as presented, seconded by Eitenmiller. Motion passed.

PUBLIC INPUT/COMMENTS/QUESTIONS

Nothing at this time

NEW BUSINESS

Connie's Southtown – Beer Garden

Discussions: Commission members looked over the site plan that was submitted by Connie's Southtown. Connie stated they were planning a Benefit for this Sunday, the 19th and had asked if they could rope off the front porch area so patron's could drink and smoke outside. This will not be granted and allowed. They had also asked the Pekin Park District if they could use their parking lot across the street for all the motorcycles to park. They had verbal confirmation, but nothing written. Police will contact Bob Blackwell at the Park District to confirm. Deputy Chief Ted Miller informed Connie's that they've had nothing but good reports on their bar from the officers. Deputy Chief Nelson asked Connie to give him a call when they are ready for a final inspection.

Eitenmiller made a motion to tentatively approve Connie's for a Beer Garden with a final walkthrough from the Fire Department. Seconded by Gillespie. Motion passed.

Any Other Business

Pottsie's Beer Garden – is not in compliance with the Liquor Code for Beer Gardens. The Liquor Code requires 5 foot fencing for Beer Gardens and Pottsie's is only 4 foot. The Police will go out and talk to the owners and give them 30 days to come in compliance.

Discussed that the Inspections Department and the Liquor Commission need to be on the same page with each other on the Liquor Code and building requirements for Beer Gardens.

Liquor Commissioner/Mayor Dunn will need to appoint Ted Miller to the Liquor Commission. Paula to let City Clerk Sue McMillan know to add this to the Council Agenda.

Tim thanked everyone at the meeting for being on the Liquor Commission and for being a great group of people to work with through out the years.

Meeting adjourned at 4:25pm Next Meeting: Thursday, July 23, 2009 at 4:00pm.
Respectfully submitted Paula Gensel

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
SEPTEMBER 4, 2009 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM

PRESENT: Joe Wuellner, Denny Kief, Chuck Lauss, Ted Miller, Kurt Nelson, Dave Pagliaro, Will Taylor. Also present; Kyle Peebles, Lee Ann Wrhel.

Old Business:

1. *Restricted Parking (Cul-de-sacs)*

Chuck presented a map indicating the location of all the cul-de-sacs in the city. The agenda packet included a document listing the measurements of all the cul-de-sacs. When a vehicle or vehicles are parked in a cul-de-sac the radius is further minimized making it impossible for fire vehicles, street department vehicles and garbage trucks to turn in them. Risk Management is not in favor of vehicles backing for any reason. Denny presented a motion to make a recommendation to City Council to restrict parking in cul-de-sacs with a radius of less than or equal to 80 ft. Chuck seconded the motion. (Yes) Joe, Denny, Chuck, Dave - (No) Ted, Will.

After further discussion, a second motion was presented by Dave to make a recommendation to City Council to restrict parking in cul-de-sacs with a radius of less than or equal to 100 ft. Ted seconded the motion. (Yes) Joe, Chuck Ted, Dave, Will – (No) Denny.

2. *7th St. at Ann Eliza*

Joe will be meeting with Randy from IDOT next week to determine what signs will be installed by the State to warn about the danger of this intersection.

3. *Parking concern – Quail Hollow curve*

The counters indicate that speed is not an issue in this location. Will made a motion to leave the area as is. The motion was seconded by Denny. All in favor.

4. *Request to vacate a portion of Cynthiana St.*

This area will remain as is at this time. Joe will also have Randy from IDOT look at this intersection to install a sign warning “No Right Turn”.

5. *No Parking Request – S. Capitol @ Washington St.*

In accordance with state law a sign will be posted on the NE corner of Capitol at Washington indicating “No Parking Here to Corner”.

6. *Parkway at Coal Miner’s Park Pedestrian Concerns*

Joe will have Randy from IDOT take a look at this area as well to see what ideas he may have. Ted presented a grant opportunity that Sgt. McAtee found. The grant paperwork will be included with the minutes. Dave will look into different choices for traffic control lights that may be used and how they are activated. Also, a suggestion was made to do a study of the foot traffic there (not sure how that can be done).

New Business:

1. *Stop Sign Placement – Caroline St. @ 5th Street*

The stop sign in this location will be moved to the corner.

2. *Sheridan Road between California Rd. and California Rd. E.*

There has been a request from the Road Commissioner to lower the speed limit in this area from 45 mph to 35 mph. Dave presented a motion to make a recommendation to City Council to lower the speed limit in this area to 35 mph. Ted seconded the motion. All in favor.

3. *Traffic Control Request – Christopher @ Lucille*

A stop sign will be placed at this location.

4. *Citizen Representative for Committee*

Joe Berardi is no longer a member of the Traffic Safety committee. Chuck made a motion to make a recommendation to City Council to appoint Tim Gillespie as the citizen representative for the Traffic Safety committee. Dave seconded the motion. All in favor.

Around the Table

The striping of Broadway is scheduled to be done the week of September 7th.

This was the last meeting for Chuck Lauss due to his retirement. He has enjoyed being a part of this committee. Kurt Nelson (Interim Fire Chief) will replace Chuck on the committee.

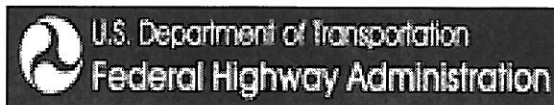
A last minute citizen request was received regarding school children crossing at Willow and Parkway. Patrol will monitor this location. The aforementioned grant would likely apply at this location.

Kyle Peebles indicated an interest in being a member of the committee.

Dave will check the Handicapped parking spaces at the Riverfront. If signage needs to be updated, he will get it done.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING OCTOBER 2, 2009 @ 8:30 A.M.



Illinois Safe Routes to School Program

Funding Application Guidance

PURPOSE

The purpose of this guidance is to explain the requirements, eligibility, and application process of the Illinois Safe Routes to School Program.

ABOUT SAFE ROUTES TO SCHOOL

Safe Routes to School (SRTS) was established in August 2005 as a Federal-Aid program through the passage of SAFETEA-LU, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users. Through 2009, a total of \$612 million was allocated to provide funds to states to substantially improve the ability of primary and middle school students (grades Kindergarten through 8th) to walk and bicycle to school safely.

SRTS funds projects and programs that enable, encourage and make safe walking and bicycling to school. Over the last 40 years, the level of walking and bicycling to school among school-aged children has dropped from approximately half of all students to fewer than fifteen percent. This decline in active transportation has negatively impacted schools and children. Schools currently experience massive traffic congestion, unsafe conditions and decreased air quality. Additionally, a growing trend of sedentary lifestyles in children has been linked to a variety of health issues including respiratory disease, diabetes and obesity.

SRTS uses a multidisciplinary approach to improve conditions for the walk or bike to school. The program has three main goals:

- 1) to enable and encourage children, including those with disabilities, to walk and bicycle to school
- 2) to make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age; and

- 3) to facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity (within 2 miles) of primary and middle schools (grades K-8).

Safe Routes to School utilizes the five basic program components, known as the “5 E’s”, that comprehensively address obstacles and create solutions:

- Engineering – Creating operational and physical improvements to the infrastructure surrounding schools that reduce speeds and potential conflicts with motor vehicle traffic, and establish safer and fully accessible crossings, walkways, trails and bikeways.
- Education – Teaching children about the broad range of transportation choices, instructing them in important lifelong bicycling and walking safety skills, and launching driver safety campaigns in the vicinity of schools.
- Enforcement – Partnering with local law enforcement to ensure traffic laws are obeyed in the vicinity of schools (this includes enforcement of speeds, yielding to pedestrians in crossings, and proper walking and bicycling behaviors), and initiating community enforcement such as crossing guard programs.
- Encouragement – Using events and activities to promote walking and bicycling.
- Evaluation – Monitoring and documenting outcomes and trends through the collection of data, including the collection of data before and after the intervention(s).

ILLINOIS SAFE ROUTES TO SCHOOL PROGRAM

The Illinois Safe Routes to School Program is administered by the Illinois Department of Transportation (IDOT) and funds both **infrastructure** (engineering) and **non-infrastructure** (education, encouragement, enforcement and evaluation) initiatives. A detailed list of eligible projects and activities in both the infrastructure and non-infrastructure categories appears later in this guide.

Key features of the Illinois SRTS Program include:

- *SRTS projects are funded at 100% with no local match required.*
- *SRTS is a reimbursement program* – meaning that project sponsors are responsible for fronting the cost of the project and will be reimbursed by IDOT.
- *Between 70% and 90% of funds will support infrastructure projects. 10% to 30% of funds will support non-infrastructure programs.*
- *The funding limit for infrastructure projects is \$400,000 PER PROJECT. All infrastructure projects combined on a single application can total no LESS than \$10,000.*
- *The funding limit for non-infrastructure projects is \$50,000 PER PROJECT. All non-infrastructure projects combined on a single application can total no LESS than \$2,000.*
- *All applications require an approved Illinois School Travel Plan* (see next section).

- *Only those projects and programs included in the corresponding School Travel Plan are eligible for funding.*
- *Multiple projects may be applied for by a single Sponsoring Agency, using a single application.*
- *Applications are accepted only through an online application process.* The online application form is available at <http://www.dot.il.gov/saferoutes/index.html>.

ILLINOIS SCHOOL TRAVEL PLAN

A completed *Illinois School Travel Plan* must be submitted to and approved by IDOT in advance of any funding application. The *Illinois School Travel Plan* is a separate process that outlines a school or community's intentions for making travel to and from school more sustainable and safe. It uses an online form, accessible only through the Illinois Safe Routes to School website. Schools and communities create their own unique *Illinois School Travel Plan* and submit it in advance of any funding request. *School Travel Plans must receive approval from the Illinois Department of Transportation before the online application process may be accessed.* Visit the web site for complete instructions on completing and submitting the *Illinois School Travel Plan*.

All projects and programs in the *Illinois School Travel Plan* will correspond directly to an application from the same school or community. Once a School Travel Plan has been completed for a particular applicant, the online system will automatically fill in certain fields of a corresponding application. This will eliminate the need to repeat the work accomplished in the *Plan*. Likewise, any projects and activities for which funding is being sought must be included in a pre-existing School Travel Plan.

ELIGIBLE APPLICANTS

Grade Levels: Safe Routes to School projects must focus on students in grades Kindergarten through 8th grade. Public grade schools, middle and jr. high schools and grade centers that serve these ages are eligible. High schools and early childhood centers (that serve only pre-school children) are not eligible.

Private Schools: Private and parochial schools may also apply for SRTS projects. Infrastructure projects that serve private school locations are allowed as long as they are located on the public right-of-way. This may include projects on private land that have public access easements. Non-infrastructure activities are also allowed at private and parochial schools. See the Federal Highways Administration's SRTS guidance for more details (<http://safety.fhwa.dot.gov/saferoutes/srtsguidance.htm>).

Project sponsors: A major attribute of SRTS programs is their collaborative nature. Schools, parents, students, local governments and agencies, community groups, non-profit organizations and health

interests all work together toward the goal of safe and accessible walking and bicycling for the trip to school. For this reason, a variety of both public and non-profit entities may act as SRTS applicants:

- Schools
- School districts
- Political subdivisions (municipalities, counties, townships)
- Metropolitan Planning Organizations
- Local, regional and state agencies (health departments, police departments)
- Non-profit organizations (PTA/PTO, community organization, health association, etc.)

For the purpose of the application, the group who will be administering the project(s) must apply as the Sponsoring Agency. A single Sponsoring Agency will be responsible for administering all project components of the application. The Sponsoring Agency will act as the fiscal agent for all projects and will front the initial funds for the project. Funds will be reimbursed through the SRTS program. If specific projects are to be administered by separate sponsors (eg a municipality for infrastructure projects, a school district for education programs, a police department for enforcement programs), a separate application will be required from each sponsor.

Project scale: Likewise, projects may serve schools at several different jurisdictional levels:

- Single school level
- Multiple schools in close proximity (2 miles)
- School district level
- City or municipal
- County
- Regional
- Statewide

EVIDENCE OF CONSULTATION

Resolutions of Support and Administration and Letters of Support must be obtained for all Safe Routes to School applications in order to be eligible for SRTS funds.

For infrastructure applications: Two resolutions are required for all applications including infrastructure projects.

1. One **Resolution or Letter of Support** must come from a sponsoring municipal, county, regional or state governmental authority. The governmental unit must have jurisdiction over the relevant infrastructure. If more than one jurisdiction is involved (e.g. both county and local roads), resolutions from all jurisdictional authorities are required. The sponsoring governmental unit will be responsible for project administration, including timely bid letting and oversight of design and construction.

2. A second **Resolution or Letter of Support** must be obtained from the School District for all infrastructure projects.

For non-infrastructure only applications:

1. One Resolution or Letter of Support must be obtained from the School District for all non-infrastructure projects.
2. A second Resolution or Letter of Support must be obtained from the agency/organization supporting the non-infrastructure project (e.g. police departments for enforcement programs, etc.)

Optional for all applications: Additional letters of support from other project partners (PTAs/PTOs, Local School Councils, non-profit organizations, public health agencies) may accompany any application.

Since the application process is online, **Resolutions** and **Letters of Support** must be in electronic form and uploaded as an attachment to the online application. The upload feature may be found on the last page of the application.

ELIGIBLE PROJECTS AND ACTIVITIES

Only the projects and programs identified in the School Travel Plan will be eligible for funding. In other words, if an application seeks funding for something that is not included in the corresponding *School Travel Plan*, the application will not be considered.

The online application process can accommodate requests for multiple types of projects and programs. For example, a single sponsor may apply for funding to support several infrastructure projects, along with education, encouragement and enforcement programs.

Following is a list of fundable activities through the Illinois Safe Routes to School Program:

Eligible Infrastructure Projects: (must be located within 2-miles of a school)

- **Sidewalk Improvements**
 - New Sidewalk
 - Sidewalk Repair
 - Sidewalk Gap Closure
 - Sidewalk Widening
 - Sidewalk Curb
 - Sidewalk Curb Ramp
- **Traffic Calming/Speed Reduction**
 - Roundabout/Traffic Circle
 - Bulb-out
 - Speed Bump/Hump/Table
 - Raised Crossing
 - Median Refuge/Center Crossing
 - Narrowed Traffic Lane
 - Chicane
 - Choker
 - Lane Reductions
 - Full/Half Street Closure
 - Automated Speed Enforcement

- **Traffic Control Devices**
 - New/Upgraded Traffic Signal
 - New Pavement Markings
 - New Traffic Striping
 - In-Roadway Crossing Light
 - Flashing Beacons
 - Vehicle Speed Feedback Sign
 - Bike Sensitive Signal Actuation Devices
 - Pedestrian Activated Signal Upgrades
 - Pedestrian Countdown Signals
- **Traffic Diversion**
 - Separation of bicycles and pedestrians from traffic adjacent to school facilities
 - New/Revised Pick-up/Drop-off Zone
 - Traffic diversion away from school zone or designated route to school
- **Pedestrian and Bicycle Crossing Improvements**
 - Crossing
 - Median Refuge
 - Raised Crossing
 - Sight Distance Improvements
 - Pedestrian Bridge
 - Pedestrian Tunnel
- **On Street Bicycle Facilities**
 - New/Upgraded Bike Lane
 - Widened Outside Lanes/Shoulders
 - Geometric Improvements
 - Turning Lanes
 - Channelization
 - Roadway Realignment
 - Traffic Signs
 - Pavement Markings
- **Off Street Bicycle and Pedestrian Facilities**
 - Exclusive Multi-Use Bicycle and Pedestrian Trail that is separated from the roadway
- **Secure Bicycle Parking Facilities**
 - Bike Racks
 - Bike Lockers
 - Designated Area with Safety Lighting
 - Covered Bike Shelter

Within this set of fundable infrastructure projects, the following costs are reimbursable through the Safe Routes to School Program:

1. **Preliminary Engineering 1/ Environmental Evaluation**
2. **Preliminary Engineering 2**
3. **Right of Way Acquisition**
4. **Construction**
5. **Construction Engineering**

Both in-house and consultant engineering and construction staff time is reimbursable in these categories. If you are unsure as to whether a certain project or activity is eligible, consult a traffic planning or engineering professional, or contact the Illinois Department of Transportation.

Eligible Non-Infrastructure Activities:

- **Enforcement**
 - Costs for additional equipment needed for enforcement activities
 - Crossing guard training programs
 - Parent or student patrol programs
 - Lower speed limits in school vicinity
 - Speed feedback trailers or signs
- **Education**
 - Creation of educational materials
 - Bicycle and pedestrian and pedestrian safety curricula, materials and trainers.
 - Teach pedestrian and bicycle safety skills to students and parents
 - Organize a bicycle rodeo to teach on bike skills
 - Teach personal safety skills to students and parents
 - Teach the health, environmental and sustainable transportation benefits of walking and bicycling to students
 - Educate parents and caregivers about safe driving procedures at the school
 - Training, including SRTS training workshops that target school and community level audiences
- **Encouragement**
 - SRTS promotional campaigns and materials
 - Modest rewards for SRTS contests and programs
 - Incentive programs that encourage safe walking and bicycling over time
 - Walking School Bus programs
 - Bike Train programs
 - International Walk to School Day or other special event
 - Walking/biking mileage clubs
 - Park-and-walk program
 - Neighborhood Watch initiative
 - Community safe driving awareness and education campaigns
 - Safety and educational tokens that also advertise the program
- **Evaluation**
 - Costs for data gathering, analysis and evaluation reporting at the local project level.
 - Photocopying, duplication and printing costs
 - Mailing costs
 - Counting the number of students who walk and bicycle to and from school (*will be mandated for funded projects – federal reporting*)
 - Tracking the number of crashes within 2 miles of school (*will be mandated for funded projects – state reporting*)
 - Measuring parent/guardian perceptions of safety (*will be mandated for funded projects – federal reporting*)

While we have attempted to include all possible Safe Routes to School projects within this list, please contact the SRTS coordinator for guidance if you would like to pursue a project that is not listed here.

Within this set of fundable non-infrastructure projects, the following costs are reimbursable through the Safe Routes to School Program:

1. **Equipment and Supplies**
2. **Educational Materials**
3. **Promotions, Incentives or Publicity**
4. **Planning and Evaluation**
5. **Associated Education and Training**
6. **Printing and Copying**
7. **Consultant Services**

Staff time for school, police or other program personnel is NOT reimbursable in these categories.

INELIGIBLE ACTIVITIES

Recurring and operational costs, such as salaries and overhead, will not be funded. **Expenses for existing, expanding or new program staff time are considered operational expenses and not eligible for SRTS funding. However, in-house engineering and construction personnel are eligible to be funded.**

The use of funds for projects that reorganize pick-up and drop-off primarily for the convenience of drivers rather than to improve child safety and/or walking and bicycling access is not permitted. School bus safety programs and improvements to school bus stops are not eligible for this funding.

SUPPLEMENTAL SUPPORTING MATERIALS

You may wish to attach additional materials that support or provide extra information related to your proposed project. This may include photos or designs of the affected area(s), school wellness policies, survey results, walking audit findings, event photographs, etc. The last page of the application contains the feature for directly uploading these materials. This is purely optional, and will not count toward your application's score.

FUNDING LEVELS

Between 70% and 90% of total SRTS funds will support infrastructure projects. Between 10% and 30% of funds will support non-infrastructure programs. The actual division of funds will be determined according to the number and types of proposals that are submitted.

- Each individual infrastructure project may not exceed \$400,000.
- The lower limit for all infrastructure projects combined on a single application is \$10,000.
- Each individual non-infrastructure project may not exceed \$50,000.
- The lower limit for all non-infrastructure projects combined is \$2,000.

REGULATORY REQUIREMENTS

Selected projects are required to comply with a variety of Federal and State requirements in order to proceed. Below is a listing of key requirements that will be the responsibility of the applicant.

- **ADA:** Compliance with the Americans with Disabilities Act (ADA) includes all infrastructure requirements and making program materials available in alternative formats.
- **TIP:** Safe Routes to Schools funds must be programmed in a metropolitan planning organization's Transportation Improvement Program (TIP).
- **MUTCD:** Signage, striping and pavement marking projects must follow Illinois DOT design and signage standards as outlined in the Manual on Universal Traffic Control Devices.
- **NEPA:** Except in unusual circumstances, most SRTS infrastructure projects will fall under categorical environmental exclusions that recognize construction of bicycle and pedestrian lanes, paths, and facilities as not involving significant environmental impacts. Where exclusions do not apply, projects are expected to comply with the National Environmental Policy Act (NEPA).
- **Title 23:** Safe Routes to School program must comply with Davis Bacon prevailing wage rates, competitive bidding, and other contracting requirements, etc, even for projects not located within the right-of-way of a federal-aid highway.

PROJECT SELECTION AND SCORING

The IDOT Safe Routes to School Implementation Committee will organize and distribute copies of the applications for review and evaluation. The review committee(s) will utilize the following selection criteria for project evaluation.

Proposals will be scored based on seven main criteria:

1. Potential to reduce child traffic injuries and fatalities
2. Potential to increase walking and bicycling among students
3. Identification of safety hazards
4. Identification of potential walking and bicycling routes
5. Consultation and support for projects by school-based associations, local traffic engineers, local elected officials, law enforcement agencies and school officials
6. Proximity to parks and other recreational facilities

Projects may be evaluated and selected for full or partial funding.

Official notification of awards will be made by IDOT via the regular mail. A Local Agency Agreement between the sponsor and IDOT District office will commence shortly after notification.

Animal Counts Brought in by Wardens between July 1, 2009 and July 31, 2009

City	Warden	Origin	PickUp Site	PickUp Date	Species	Breed	Disposition	Days	Log #
Pekin									
	Hoyland	City	100 N 9TH	7/9/2009	Dog	LAB MIX	A	5	91439
	Hoyland	City	1408 JANSSEN	7/8/2009	Dog	SHIHTZU	A	12	91430
	Vogel	City	2000 WESTGATE	7/29/2009	Cat	DSH			91611
	Vogel	City	1422 HENRY	7/28/2009	Cat	DSH	E	3	91610
	Vogel	City	216 RESIVOR	7/8/2009	Dog	LAB/RET	R	9	91433
	Hoyland	City	1213 1/2 BLACK	7/9/2009	Dog	LAB	R	1	91441
	Hoyland	City	1011 EL CAMINO	7/9/2009	Cat	DSH	E	1	91435
	Hoyland	City	286 SOUTH ST	7/15/2009	Other	SQUIRREL	E	0	91485
	Vogel	City	1422 HENRY	7/28/2009	Cat	DSH	E	3	91608
	Vogel	City	103 FAYETTE	7/28/2009	Cat	DSH	E	1	91609
	Vogel	City	PEKIN PARK	7/5/2009	Cat	DSH	E	1	91408
	Hoyland	City	4TH & WINTER	7/1/2009	Cat	DSH	D	1	91386
	Vogel	City	320 S CAPITAL	7/30/2009	Other	SQUIRREL	E	0	91624
	Vogel	City	630 S 11TH	7/30/2009	Cat	DSH			91623
	HARMS	City	1214 STATE	7/1/2009	Other	SQUIRREL	REL	0	91389
	HARMS	City	PEKIN STREET DEPT	7/2/2009	Dog	SCOTTIE	A	11	91390
	HARMS	City	1602 1/2 HIGHWOOD	7/3/2009	Cat	DSH	REL	7	91400
	Vogel	City	1804 MITCHELL	7/8/2009	Cat	DSH	E	7	91427
	Vogel	City	333 HERMAN	7/5/2009	Dog	PIT MIX	R	1	91405
	Vogel	City	109 PARKVIEW	7/29/2009	Cat	DSH			91616
	Vogel	City	2103 WINDSOR	7/6/2009	Dog	PIT MIX	E	9	91413
	Vogel	City	312 SHERWOOD	7/7/2009	Cat	DSH	A	1	91421
	Vogel	City	109 PARKVIEW	7/29/2009	Cat	DSH			91617
	Vogel	City	2435 LAKESHORE #1	7/7/2009	Cat	DSH	E	8	91425
	Hoyland	City	211 3 RD	7/11/2009	Cat	DLH	E	2	91450
	Vogel	City	2435 LAKESHORE #1	7/8/2009	Cat	DSH	E	9	91426
	Hoyland	City	1015 BACON	7/10/2009	Other	SQUIRREL	REL	0	91449
	Vogel	City	408 S 2ND	7/3/2009	Cat	DSH	E	3	91404
	HARMS	City	103 FAYETTE	7/17/2009	Cat	DSH	E	5	91514
	Vogel	City	103 FAYETTE	7/16/2009	Cat	DSH	E	1	91502
	Vogel	City	303 CHARLOTTE	7/28/2009	Cat	DSH			91607
	HARMS	City	243 DERBY	7/24/2009	Cat	DSH	E	7	91580
	Hoyland	City	1704 PARISH	7/10/2009	Dog	SHIH TZU	E	5	91448
	HARMS	City	243 DERBY	7/24/2009	Cat	DSH	E	7	91579
	Hoyland	City	1422 HENRY	7/17/2009	Cat	DSH	E	3	91509
	Vogel	City	1802 MITCHELL	7/16/2009	Cat	DSH	E	4	91501
	HARMS	City	243 DERBY	7/24/2009	Cat	DSH	E	7	91578
	Hoyland	City	246 DERBY	7/16/2009	Dog	LAB/CHOW	E	1	91503
	Hoyland	City	1511 N 4TH	7/23/2009	Cat	DSH			91570
	HARMS	City	912 N 12TH	7/19/2009	Other	SQUIRREL	E	0	91518
	Hoyland	City	103 FAYETTE	7/20/2009	Cat	DSH	E	2	91521
	Hoyland	City	435 S 4TH	7/20/2009	Cat	DSH	A	11	91522
	Hoyland	City	1422 HENRY	7/20/2009	Cat	DSH	E	4	91526
	Hoyland	City	1422 TORTI	7/20/2009	Cat	DSH	E	2	91527
	Hoyland	City	247 DERBY	7/22/2009	Other	DUCKS	REL	0	91550
	Hoyland	City	1422 HENRY	7/17/2009	Cat	DSH	E	3	91510
	Vogel	City	11TH & CHARLOTTE	7/27/2009	Cat	DSH	E	2	91601
	Vogel	City	1422 HENRY	7/27/2009	Cat	DSH	E	2	91594
	Vogel	City	TENNEL & JEROME	7/26/2009	Dog	MIX			91592
	Vogel	City	205 COTTAGE GROVE	7/13/2009	Cat	DSH	E	11	91462
	HARMS	City	243 DERBY	7/24/2009	Cat	DSH	E	7	91581
	Hoyland	City	4501 GREENLAWN	7/14/2009	Cat	DSH	E	8	91474
	Hoyland	City	FIRE HOUSE 14TH & WILLOW	7/13/2009	Dog	DALMATION	R	1	91473
	Vogel	City	1009 MECHANIC	7/27/2009	Cat	DSH	E	4	91603

Hoyland	City	242 COOPER
Hoyland	City	1113 MAPLE
Hoyland	City	1804 MITCHELL
Hoyland	City	303 CAROLINE
Hoyland	City	9TH & CHARLES
Hoyland	City	1127 MECHANIC

7/12/2009	Cat	DLH	E	0	91454
7/14/2009	Other	SQUIRREL	E	1	91478
7/1/2009	Cat	DSH	E	5	91380
7/24/2009	Cat	DSH	E	0	91589
7/24/2009	Cat	DSH	E	0	91588
7/15/2009	Other	PYGMY GOAT	REL	12	91488

Total Dogs picked up in Pekin: 1

Total Cats picked up in Pekin: 4

Total Others picked up in Pekin: 6

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Animal Counts Brought in by Individuals between July 1, 2009 and July 31, 2009

City	In By	Origin	PickUp Site	PickUp Date	Species	Breed	Disposition	Days	Log #
Pekin									
Individual	City	613 DERBY		7/22/2009	Dog	DASCHOUND	A	8	91551
Owner R	City	237 KOCH		7/2/2009	Cat	DSH	E	0	91399
Owner R	City	237 KOCH		7/2/2009	Cat	DSH	E	0	91398
Owner R	City	237 KOCH		7/2/2009	Cat	DSH	E	0	91397
Owner R	City	237 KOCH		7/2/2009	Cat	DSH	E	0	91396
Owner R	City	237 KOCH		7/2/2009	Cat	DSH	E	0	91395
Individual	City	110 PARKVIEW CT APT 6		7/7/2009	Dog	MIX	E	0	91394
Individual	City	613 DERBY		7/22/2009	Dog	SMOOTH COLLIE	E	8	91420
Owner R	City	241 HERGET		7/16/2009	Cat	DSH	E	1	91552
Individual	City	703 MARY ST		7/21/2009	Cat	DSH	E	1	91497
Individual	City	703 MARY ST		7/21/2009	Cat	DSH	E	1	91536
Individual	City	703 MARY ST		7/21/2009	Cat	DSH	E	1	91535
Individual	City	703 MARY ST		7/21/2009	Cat	DSH	E	1	91534
Individual	City	1216 CHARLOTTE		7/21/2009	Cat	DSH	E	1	91533
Individual	City	3815 GARDEN CT		7/20/2009	Other	BAT	E	0	91532
Individual	City	602 N 14TH ST		7/10/2009	Cat	DSH	E	10	91528
Individual	City	327 CATHERINE		7/27/2009	Cat	DSH	E		91446
Owner R	City	1501 FISHER ST		7/22/2009	Cat	DSH	E	2	91597
Owner R	City	901 HAMILTON		7/22/2009	Dog	BASSETT	E	0	91556
Owner R	City	926 PRINCE		7/22/2009	Cat	DSH	E		91566
Owner R	City	926 PRINCE ST		7/22/2009	Cat	DSH	E	2	91564
Owner R	City	926 PRINCE		7/22/2009	Cat	DSH	E	2	91563
Owner R	City	1501 FISHER ST		7/22/2009	Cat	DSH	E	2	91562
Owner R	City	1501 FISHER ST		7/22/2009	Cat	DSH	E	2	91561
Owner R	City	1501 FISHER ST		7/22/2009	Cat	DSH	E	2	91560
Owner R	City	241 HERGET		7/16/2009	Cat	DSH	E	2	91559
Owner R	City	1501 FISHER ST		7/22/2009	Cat	DSH	E	1	91495
Owner R	City	241 HERGET		7/16/2009	Cat	DSH	E	2	91557
Owner R	City	1501 FISHER		7/22/2009	Cat	DSH	E	1	91496
Owner R	City	1501 FISHER ST		7/22/2009	Cat	DSH	E	2	91555
Owner R	City	316 SHERIDAN		7/22/2009	Dog	LAB MIX	E	2	91554
Owner R	City	241 HERGET		7/16/2009	Cat	DSH	E	0	91543
Owner R	City	241 HERGET		7/16/2009	Cat	DSH	E	1	91500
Owner R	City	241 HERGET		7/16/2009	Cat	DSH	E	1	91499
Owner R	City	409 LAKESIDE AVE #8		7/29/2009	Cat	DSH	E	1	91498
Owner R	City	1501 FISHER ST		7/22/2009	Cat	DSH	E	2	91615
									91558

Total Dogs picked up in Pekin

Total Cats picked up in Pekin 3

Total Others picked up in Pekin

Animal Counts Brought in by Wardens between August 1, 2009 and August 31, 2009

City	Warden	Origin	PickUp Site	PickUp Date	Species	Breed	Disposition	Days	Log #
Pekin									
	HOMER	City	2221 PARKWAY	8/1/2009	Dog	AMERICAN BULL	R	2	91639
	HARMS	City	1506 CHICORY	8/8/2009	Cat	SIAMESE	E	4	91705
	Hoyland	City	1111 ANN ELIZA	8/27/2009	Cat	DMH			91880
	Hoyland	City	224 COOPER	8/25/2009	Cat	DSH			91868
	HARMS	City	BROADWAY	8/7/2009	Cat	DSH	E	3	91700
	Hoyland	City	626 MARKET	8/31/2009	Cat	DSH			91903
	Hoyland	City	1105 S 3RD	8/25/2009	Cat	DSH	E	1	91856
	HOMER	City	2221 PARKWAY	8/1/2009	Dog	ENGLISH BULL	R	2	91640
	Vogel	City	201 HERGET	8/6/2009	Dog	PIT	E	6	91695
	Vogel	City	1419 HOWARD CT	8/6/2009	Dog	ROTT/LAB	R	0	91684
	Hoyland	City	807 OXFORD	8/28/2009	Dog	JACK RUSSELL			91890
	HARMS	City	CHARLES & SUMMER	8/30/2009	Dog	SHELTIE			91902
	HARMS	City	SOUTH CAPITAL	8/29/2009	Cat	DLH	REL	2	91898
	HARMS	City	SOUTH CAPITAL	8/29/2009	Cat	DLH	REL	2	91897
	HARMS	City	1504 MECHANIC	8/10/2009	Dog	YORKIE/POM	A	4	91714
	HARMS	City	derby	8/29/2009	Dog	PIT			91896
	Hoyland	City	1704 N 14TH	8/28/2009	Cat	DSH			91893
	Hoyland	City	807 OXFORD	8/28/2009	Dog	JACK RUSSELL			91889
	WIKER	City	715 N 5TH	8/6/2009	Dog	HEELER	R	11	91685
	Vogel	City	#35 ROSEWOOD LN	8/13/2009	Other	SQUIRREL	E	0	91764
	HARMS	City	PEKIN RIVERFRONT	8/12/2009	Cat	DSH	E	5	91747
	HARMS	City	PEKIN RIVERFRONT	8/12/2009	Cat	DSH	REL	1	91748
	HARMS	City	PEKIN RIVERFRONT	8/12/2009	Cat	DSH	E	2	91749
	HARMS	City	PEKIN RIVERFRONT	8/12/2009	Cat	DSH	E	2	91750
	HARMS	City	PEKIN RIVERFRONT	8/12/2009	Cat	DSH	E	2	91751
	Vogel	City	1002 RENSHAW CT	8/11/2009	Cat	DSH	E	0	91733
	Vogel	City	1107 1/2 DELL	8/19/2009	Cat	DSH	E	9	91810
	Vogel	City	327 PARKRIDGE	8/13/2009	Cat	DSH	R	1	91773
	Vogel	City	1400 EVERETTE	8/17/2009	Cat	DSH	E	2	91799
	Vogel	City	1920 HIGHWOOD	8/17/2009	Other	CANADIAN	REL	0	91791
	HARMS	City	1504 MECHANIC	8/10/2009	Dog	YORKIE	A	10	91713
	HARMS	City	PEKIN RIVERFRONT	8/12/2009	Cat	DSH	E	2	91752

Total Dogs picked up in Pekin: 1

Total Cats picked up in Pekin: 1

Total Others picked up in Pekin:

Animal Counts Brought in by Individuals between August 1, 2009 and August 31, 2009

City	In By	Origin	PickUp Site	PickUp Date	Species	Breed	Disposition	Days	Log #
Pekin									
Individual	City		1911 WILLOW	8/21/2009	Cat	DSH			91838
Individual	City		7 HECKER CT	8/3/2009	Cat	DSH	E	2	91651
Individual	City		1118 S CAPITAL	8/25/2009	Cat	DSH	E	6	91851
Individual	City		1118 S CAPITAL	8/25/2009	Cat	DSH	E	6	91850
Individual	City		1118 S CAPITAL	8/25/2009	Cat	DMH	REL	1	91849
Individual	City		1118 S CAPITAL	8/25/2009	Cat	DSH	E	6	91848
Individual	City		1118 S CAPITAL	8/25/2009	Cat	DSH			91847
Individual	City		1118 S CAPITAL	8/25/2009	Cat	DSH	E	6	91846
Individual	City		1911 WILLOW	8/21/2009	Cat	DSH			91841
Individual	City		1400 LORETTA ST	8/25/2009	Dog	LAB			91853
Individual	City		1911 WILLOW	8/21/2009	Cat	DSH			91839
Individual	City		1400 LORETTA ST	8/25/2009	Dog	LAB MIX			91854
Individual	City		1911 WILLOW	8/21/2009	Cat	DSH			91837
Individual	City		1005 CATHERINE	8/21/2009	Cat	DSH	E	10	91826
Individual	City		1005 CATHERINE	8/17/2009	Cat	DSH	E	2	91790
Individual	City		TAPS LANE	8/14/2009	Dog	BOXER	A	12	91779
Individual	City		237 KOCH	8/11/2009	Other	DSH	E	1	91737
Individual	City		237 KOCH	8/11/2009	Cat	DSH	E	1	91736
Individual	City		7 HECKER CT	8/3/2009	Cat	DSH	E	2	91653
Individual	City		7 HECKER CT	8/3/2009	Cat	DSH	E	2	91652
Individual	City		1911 WILLOW	8/21/2009	Cat	DSH			91840
Owner R	City		413 MANOR	8/12/2009	Cat	SIAMESE	E	0	91744
Owner R	City		336 ST JULIAN	8/28/2009	Dog	SHEP/LAB			91892
Owner R	City		1101 ELCAMINO	8/24/2009	Cat	DSH			91844
Owner R	City		707 S 3RD ST	8/20/2009	Dog	PIT	E	1	91821
Owner R	City		1005 SHERIDAN	8/19/2009	Dog	JACK/DACH	E	0	91809
Owner R	City		1601 N 13TH	8/17/2009	Cat	DSH			91803
Owner R	City		1519 S 3RD ST	8/17/2009	Cat	MAINE COON	E	0	91802
Owner R	City		2112 COURT ST	8/17/2009	Other	GUINEA PIG	REL	0	91801
Owner R	City		2112 COURT ST	8/17/2009	Other	GUINEA PIG	REL	0	91800
Individual	City		1400 LORETTA ST	8/25/2009	Dog	BORDER MIX			91852
Owner R	City		1910 QUACKER ST	8/14/2009	Dog	PIT/CHOW	E	0	91775
Owner R	City		1621 PARISH AV	8/31/2009	Dog	SCOTTIE			91905
Owner R	City		413 MANOR ST	8/12/2009	Cat	DSH	E	0	91743
Owner R	City		107 MATILDA ST	8/6/2009	Dog	GERM SHEP	E	1	91677
Owner R	City		235 COOPER	8/5/2009	Dog	GERM SHEP	E	0	91667
Owner R	City		901 N 4TH	8/4/2009	Cat	DLH	E	1	91663
Owner R	City		1718 HEISEL AVE	8/3/2009	Dog	GERM SHEP	E	2	91654
Individual	City		1617 N 16TH	8/31/2009	Cat	DSH			91904
Individual	City		1843 FAWN RIDGE LANE	8/25/2009	Cat	DLH	E	1	91860
Individual	City		1843 FAWN RIDGE LANE	8/25/2009	Cat	DSH			91859
Owner R	City		12555 CARTER RD	8/17/2009	Dog	MIN PIN	E	0	91793

Total Dogs picked up in Pekin: 1

Total Cats picked up in Pekin: 2

Total Others picked up in Pekin:

City of Pekin
Mayor's Advisory Committee for Persons with
Disabilities
Minutes
July 9, 2009; 4:00 pm

Present: Libby Holbrook, Joey Meskiman, Dick Berger, Norma Bosley, Jim Deford, Roy Davis, Pamela Anderson, Vicki Bass, Donna Swenson, Barb Meskiman & Greg Ranney

Not present: Leia Stewart & Tammy Helm

- I. Approval of the June minutes (J. Meskiman 1st; L. Holbrook 2nd – approved)
- II. New business –
 - A. Advocates for Access award banquet – announced that J. Meskiman won the Advocate of the Year award and the City of Pekin won the Community Partner of the Year
- III. Old Businesses
 - A. City of Peoria Committee update (N. Bosley had corresponded with Debbie Hannon and will speak with her next week. Debbie is planning on attending one of our meetings)
 - B. Citi-link update (after discussing the public transportation issue; an action item was proposed, discussed, amended and resulted in the following recommendation to the City Council: A separate Public Transportation committee be formed, to be inclusive of all Pekin citizens, to properly represent the diverse public transportation needs of our Community. R. Davis 1st; L. Holbrook 2nd; all votes were unanimous in approval; Committee applications were distributed and “What happens next?” section was read from the bottom of the Committee application.
 - C. Braille brochure update (J. Meskiman informed the group that the IL Coalition was having funding issues with the State of IL.)

Next meeting: July¹ 9, 2009 at 4:00 pm

City of Pekin
Mayor's Advisory Committee for Persons with
Disabilities
Minutes
July 9, 2009; 4:00 pm

IV. Around the table

- A. J. Meskiman – made a motion that the ADA Committee meetings be televised; N. Bosley 2nd; discussion – meeting time/date and agendas should be posted on Channel 22 & the City web site; that they are open to the public; transparency in government
- B. R. Davis – informed the Committee that Diane Copeland had passed away at the end of May; also requested that a wheelchair be present in City Hall; Greg Ranney stated that he would make sure that there was a wheelchair available in City Hall; R. Davis will not be present at the August meeting
- C. P. Anderson – informed the Committee that the Census 2010 count would take place on April 1, 2010. The Census is a very important tool and encouraged all Committee members to start spreading the word about the Census.
- D. L. Holbrook – she had good news – the State of Illinois granted ongoing contract with TCRC for the fulfillment of IL Bureau of Tourism mailings with the Hotel/Motel tax; a three year contract with a possible 2 year extension
- E. D. Berger – reminded the Committee that Wal-mart / Bob Sidell offered to donate a used motorized scooter to a non-profit to assist in filling the need of wheelchair use
- F. J. Deford – expressed the need for better communications and felt there should be an Action Club of sorts for people with Disabilities
- G. D. Swenson – expressed that she was encouraged about the public transportation committee

Next meeting: July² 9, 2009 at 4:00 pm

City of Pekin
Mayor's Advisory Committee for Persons with
Disabilities
Minutes
July 9, 2009; 4:00 pm

H. B. Meskiman – expressed that there needs to be a bus route that goes up Derby

V. Adjournment – J. Meskiman 1st; N. Bosley 2nd

Next meeting: July³ 9, 2009 at 4:00 pm

***WHEREAS,** Alzheimer's disease produces physical, emotional, and financial stress for patients, families and caregivers, and there are approximately 22,000 Alzheimer's patients in Central Illinois; and*

***WHEREAS,** the Alzheimer's Association, provides many services, including a 24-hour telephone helpline, support groups, the MedicAlert + Safe Return ID bracelet, educational programs, research, advocacy activities, and referrals for needed services; and*

***WHEREAS,** Tazewell's 6th Annual Memory Walk will be held on September 26, 2009, 9:00am at the Pekin Park Pavilion to fund continuing support for families and caregivers;*

***NOW, THEREFORE, BE IT RESOLVED** that I, RUSTY L. DUNN, Mayor of the City of Pekin, Tazewell County, Illinois, do hereby proclaim Saturday, September 26th, 2009, as*

"MEMORY WALK DAY"

in the City of Pekin, Tazewell County, Illinois.

***ADOPTED,** this 14th day of September, in the Year of Our Lord, Two Thousand and Nine.*

RUSTY L. DUNN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

CHARITABLE SOLICITATION REGISTRATION FORM

1. Date Submitted 9/9/09
 Address of Organization 1310 Black ST. Pekin, IL.
 Telephone Number (309) 353-6017 - Cheryl Potts
 Name, Address and Telephone Number of person filling out form:

Amanda Hunt 908 N 3rd Pekin, 267-4704

2. Name, Title and Address of Principal Executive Officer of Organization: Memorial For Dustin Englebrecht

3. If your Organization is a subsidiary or an affiliate of another Organization such as a National Association, list Name and Address of such Organization: N/A

4. Specifically where in the Pekin area is your group staying so contact can be made within a twelve (12) hour period if necessary: 1310 Black ST.

5. Explain briefly how you will be operating, ie. collecting door to door, calling on businesses, etc. If offering merchandise for sale, state what the merchandise is and the price asked:
Calling on businesses + setting out collection cans.

6. Supply the following information for each member of the group, including who is in charge:

Name: Last	First	M	Date of Birth	Name, Address Relationship of next of kin
Potts	Cheryl C.		7-8-65	Mother of Dustin

7. General nature of activities conducted by Organization (Service Club, Church, Veterans Club, Youth Club, United Fund, etc):

Memorial Fund

8. Names and Addresses of Organizations to which funds will be distributed, or if that is inapplicable, the general nature of beneficiaries of proceeds of charitable contributions (College Scholarships to residents of Illinois, Church overseas relief, etc). If some or all of the names of Organizations are not determined at time of the preparation of this form, list those to which you expect to distribute funds and indicate "others to be determined later":

Proceeds will help pay For funeral
expenses

9. Do you employ a full-time salaried Executive Director: N/A
If YES, give name and business of residence address:

10. Do you now employ or anticipate employing the services of a person or Organization that conducts fund-raising drives or activities for profit: _____ If YES, give name and address of such Organization or person: N/A

11. Estimated gross percentage of contributions which are devoted to administrative expenses of collection by your Organization:

N/A

12. Is your Organization registered with the Office of the Attorney General, pursuant to the Charitable Trust Act of Illinois, Chapter 14, Illinois Revised Statutes, Section 51 through 64:

N/A

The undersigned hereby certifies that the information contained in this Registration Form is true to the best of his or her knowledge.

DATE: 9/9/09

SIGNED: [Signature]

Poker Run and Benefit



To cover the funeral expenses for:

Dustin Engelbrecht

Whose life was tragically taken on August 28, 2009

Poker Run to start at 11:00 am

At The Hole in the Wall

Best hand; 2 chances to win \$100.00

Cost: \$10.00 per entry

Food will be served from 12:00 PM until it runs out

Live Bands from Central Illinois

When: Saturday, September 26, 2009

Time: 12:00 PM – 12:00 AM

Where: Marine Corp Club

12411 Shady Lane, Pekin

Cost: \$10.00

Raffles

50/50 Drawing

All proceeds will go towards funeral expenses and
establishing a trust fund for Dustin's 9 year old son Zeke

Donations can also be made at CEFCU
in Zeke Englebrecht's name

CHARITABLE SOLICITATION REGISTRATION FORM

1. Date Submitted 9-1-09
 Address of Organization 6416 Swords Rd Manito, IL 61546
 Telephone Number 847-302-2359

Name, Address and Telephone Number of person filling out form:
Jennifer Fryman 6416 Swords Rd Manito, IL 61546

2. Name, Title and Address of Principal Executive Officer of Organization: Jennifer Fryman
Janie Fryman 202-2268

3. If your Organization is a subsidiary or an affiliate of another Organization such as a National Association, list Name and Address of such Organization: NA

4. Specifically where in the Pekin area is your group staying so contact can be made within a twelve (12) hour period if necessary: Goodellas Pekin, IL 12pm-8pm Oct 24, 2009

5. Explain briefly how you will be operating, ie. collecting door to door, calling on businesses, etc. If offering merchandise for sale, state what the merchandise is and the price asked:
Raffle of items donated by area residents & local businesses.

6. Supply the following information for each member of the group, including who is in charge:

Name: Last	First	M	Date of Birth	Name, Address Relationship of next of kin
<u>J Fryman</u>	<u>Jennifer</u>	<u>L</u>	<u>12-11-82</u>	
<u>Fryman</u>	<u>Janice</u>	<u>M</u>		
<u>Fryman</u>	<u>Debra</u>	<u>J</u>		

7. General nature of activities conducted by Organization (Service Club, Church, Veterans Club, Youth Club, United Fund, etc):

Benefit to help offset costs of medical expenses,
from Rectal Cancer Diagnosis & treatment.

8. Names and Addresses of Organizations to which funds will be distributed, or if that is inapplicable, the general nature of beneficiaries of proceeds of charitable contributions (College Scholarships to residents of Illinois, Church overseas relief, etc). If some or all of the names of Organizations are not determined at time of the preparation of this form, list those to which you expect to distribute funds and indicate "others to be determined later":

Benefit for Donald Keith Fryman.

9. Do you employ a full-time salaried Executive Director: NO
If YES, give name and business of residence address: NA

10. Do you now employ or anticipate employing the services of a person or Organization that conducts fund-raising drives or activities for profit: NO If YES, give name and address of such Organization or person: NA

11. Estimated gross percentage of contributions which are devoted to administrative expenses of collection by your Organization:

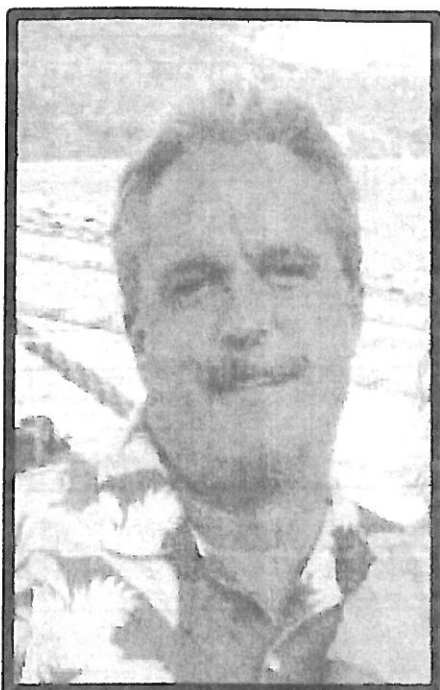
NO administrative costs.

12. Is your Organization registered with the Office of the Attorney General, pursuant to the Charitable Trust Act of Illinois, Chapter 14, Illinois Revised Statutes, Section 51 through 64:

NO

The undersigned hereby certifies that the information contained in this Registration Form is true to the best of his or her knowledge.

DATE: 9-1-09
SIGNED: Jennifer Hagan



Benefit For
Donald K. Fryman

Saturday

October 24, 2009

Goodfella's Pub and Pizza

1414 N 8th St, Pekin

Benefit is from 12 p.m. – 8 p.m.

SPAGHETTI DINNER

Includes Salad and Bread

Served From 3:00 – 5:00

Adults \$7 * Kids ages 8 & under \$4



Earlier this year, Don was diagnosed with Rectal Cancer. Please join us to help raise money to aide in the cost of his medical and living expenses!

50/50 Drawing!

Raffles

Face Painting!

Live & Silent Auctions



DONATIONS CAN BE MADE AT ANY HERGET NATION BANK: FOR THE BENEFIT OF DON FRYMAN.

FOR TICKETS OR INFORMATION PLEASE CONTACT: inbenefitofdonfryman@yahoo.com * 309-202-2268 * 309-267-1841

CHARITABLE SOLICITATION REGISTRATION FORM

1. Date Submitted 9-9-09
 Address of Organization Pekin moose Lodge
 Telephone Number 642-7388
 Name, Address and Telephone Number of person filling out form:
Sara Stoecker 3094042-7388 1213 Florence Ave #9 Pekin, IL
2. Name, Title and Address of Principal Executive Officer of Organization:
Benefit for
Greg Savelio,
3. If your Organization is a subsidiary or an affiliate of another Organization such as a National Association, list Name and Address of such Organization: NA
4. Specifically where in the Pekin area is your group staying so contact can be made within a twelve (12) hour period if necessary:
5. Explain briefly how you will be operating, ie. collecting door to door, calling on businesses, etc. If offering merchandise for sale, state what the merchandise is and the price asked:
collecting cash, gifts, anything to raffle off
at the benefit to raise money for the expenses
and family. Raffles will be \$2.00
6. Supply the following information for each member of the group, including who is in charge:

Name: Last	First	M	Date of Birth	Name, Address Relationship of next of kin
<u>Stoecker</u>	<u>Sara</u>	<u>F</u>	<u>3-15-87</u>	<u>Self</u>
7. General nature of activities conducted by Organization (Service Club, Church, Veterans Club, Youth Club, United Fund, etc):

8. Names and Addresses of Organizations to which funds will be distributed, or if that is inapplicable, the general nature of beneficiaries of proceeds of charitable contributions (College Scholarships to residents of Illinois, Church overseas relief, etc). If some or all of the names of Organizations are not determined at time of the preparation of this form, list those to which you expect to distribute funds and indicate "others to be determined later":

① Preston Hanley, Greg's family,
Not sure who handled his flight from Georgia to
Las Vegas where he was buried. ②
③

9. Do you employ a full-time salaried Executive Director: NA
If YES, give name and business of residence address:

10. Do you now employ or anticipate employing the services of a person or Organization that conducts fund-raising drives or activities for profit: _____ If YES, give name and address of such Organization or person: NA

11. Estimated gross percentage of contributions which are devoted to administrative expenses of collection by your Organization: NA

12. Is your Organization registered with the Office of the Attorney General, pursuant to the Charitable Trust Act of Illinois, Chapter 14, Illinois Revised Statutes, Section 51 through 64: NA

The undersigned hereby certifies that the information contained in this Registration Form is true to the best of his or her knowledge.

DATE: 9-9-09
SIGNED: Amo Director

Benefit for Greg Savelio

8-29-87 to 8-22-09



*Tragically taken at a gas station while pumping gas.
Please help his family.*

*Graduated Pekin High in 2005
and was going to graduate Westwood College in Georgia 2010.*

*Sunday September 13
Moose Lodge from 12pm – 8pm*

Bands – Omit, Shadows Inc and more

Spaghetti Dinner

Raffles

\$10 Donation

Any questions contact Sara at 642-7388

RESOLUTION No. _____

September 14

2009

PEKIN, ILLINOIS, _____

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's appointment of Timothy Gillespie to the Traffic Safety Committee to fill the
unexpired term of Joseph Berardi until the First Monday in May, 2010 as Citizen
Representative is approved.

2234 Sheridan Road

Pekin, IL 61554

346-5656



SIGNED BY _____

MAYOR.

TRAFFIC SAFETY COMMITTEE

8:30 A.M. 1ST FRIDAY OF THE MONTH

TED MILLER
Chief of Police
478-5302
Alternate Greg Nelson

KURT NELSON
Chief of the Fire Department
477-2388
Alternate Brian Cox

DENNIS KIEF
City Manager
478-5372

JOE WUELLNER
Public Works Director
478-5371

DAVID PAGLIARO
Street Superintendent
478-5432

TIMOTHY GILLESPIE
Citizen Representative
2234 Sheridan Road
346-5656

TERM ENDS FIRST MONDAY IN MAY, 2010

SECRETARY LEE ANN WRHEL
(309) 478-5301
lwrhel@ci.pekin.il.us

RESOLUTION No. _____

September 14

2009

PEKIN, ILLINOIS, _____

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's appointment of Perry Martin to the Mayor's Advisory Committee

for Persons with Disabilities to fill the unexpired term of Norman Bosley until
the First Monday in May, 2012 is approved.

600 Prince Street

Pekin, IL 61554

346-3480



SIGNED BY _____

MAYOR.

**MAYOR'S ADVISORY COMMITTEE FOR PERSONS WITH
DISABILITIES**

4:00 P.M. 2ND THURSDAY OF EVERY MONTH

MAYOR EX-OFFICIO

TERMS END FIRST MONDAY IN MAY, 2010

TAMMY HELM
1707 CRESCENT DRIVE
682-3500 (work) thelm@advocatesforaccess.com
353-4356 (home)

ROY DAVIS
1814 VALENCIA PLACE
346-0544 (home)

LEIA STEWART
1313 HIGHLAND
353-8665 beachcat2@omnilec.com

TERMS END FIRST MONDAY IN MAY, 2011

DICK BERGER
905 LINCOLN STREET
346-2881

CHRISTOPHER MESKIMAN
1010 BLACK STREET
346-8145 joeym@internetspeech.com

LIBBY HOLBROOK
21310 IL RT 9 TREMONT
347-7148 (home) libby@tcrcorg.com

TERMS END FIRST MONDAY IN MAY, 2012

JIM DEFORD
1837 PARKFIELD DRIVE
347-1751

PERRY MARTIN
600 PRINCE STREET
241-4861



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager (08/26/09)

AGENDA ITEM: Central States Health and Welfare Fund Letter of Understanding

AGENDA DATE REQUESTED: September 14, 2009

ACTION REQUESTED: Approve Letter of Understanding

BACKGROUND: At least the City of Pekin Teamster Units, Fire Union employees and Non-Bargaining Unit employees will be covered by the new Central States C-6 Health Insurance Plan effective October 1, 2009. Although the basic C-6 plan is excellent, we negotiated a number of items beyond what is normally covered by that plan. Those specific items are listed on the attached Letter of Understanding.

FINANCIAL IMPACT: Significant Savings to the City's Health Insurance Fund

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Benefits above and beyond normal Central States C-6 plan offered to the City of Pekin employees.

IMPACT IF DENIED: Less benefits at same premium cost

ALTERNATIVES: N/A

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

REQUIRED SIGNATURES

Department Director

A handwritten signature in dark ink, appearing to read "Dennis Kief", is written over a horizontal line.

8/26/09
Date

Finance Department

(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date

City Manager

Date

CENTRAL STATES HEALTH AND WELFARE FUND

LOCAL UNION NO 627 and CITY OF PEKIN

Letter of Understanding Issues

1. Central States Health and Welfare Fund will 'grandfather' certain individuals, into the Fund because of past practice. This will include:
 - a. City of Pekin employees currently on Duty Disability, and employees who qualify for Duty Disability in the future
 - b. Existing students through age 25 (provided the member's level of coverage includes dependents), upon completion of a student verification form. New students will follow Central States H&W Fund rules.
 - c. Provided contributions are received by the Fund, three Medicare eligible retirees will be allowed to remain on the active plan, and will be secondary to Medicare. Future Medicare eligible retirees or retirees over the age of 65 will not be covered under the active plan.

A listing of the grandfathered individuals will need to be provided to the Fund prior to participation.

2. Any existing retirees, (except the three noted above), that are not Medicare eligible, will begin participation with Central States H&W Fund under the active plan (not including life insurance and short term disability) with immediate coverage at rates established by the Fund. The retiree's respective active group must participate in the Fund for the retiree to participate in the Fund.
3. Once a retiree becomes Medicare eligible and becomes ineligible for Retiree Coverage from the Fund, the spouse will be allowed to continue participation in the Central States H&W Fund (under the same tier level) until the spouse becomes Medicare eligible. Any covered dependents would follow Central States H&W Fund rules for continued participation.
4. Provided that the Police and Fire bargaining units join the Fund within the timeframe indicated below, Police and Fire employees hired after participation in the Central States H&W Fund will be provided 1st day coverage (as required by law), as long as the eight week establishing period is prepaid.
5. Any city employee that currently elects to to 'opt out' of coverage with the City of Pekin's current health insurance program, may also choose to 'opt-out' of the Central States H&W Fund, by completing the Authorization for Declining Central States Insurance form. Future participation will be subject to the Funds' Enrollment Information for Multi -Tiered Plans. **All employees hired after October 1, 2009 will be required to participate in the Central States H&W Fund.**
6. Immediate health coverage will be provided to all 'actively at work' employees. In addition, any City employees that are currently in an inactive status (due to layoff, sick leave, leave of absence, etc) will be provided immediate coverage upon returning to work.
7. Central States does not have any exclusion for pre-existing conditions.
8. Within two weeks of the effective date, the City of Pekin will provide the Fund an electronic file of the Deductibles and Out of Pocket charges incurred in 2009. Central States will recognize these Deductibles and Out of Pocket charges incurred with the previous carrier. All members must meet the Fund's Plan Deductible and Out of Pocket Expense Limit in 2010.
9. Retiree Coverage will be made available to existing retirees and future retirees at weekly contribution rates established by the Fund, provided the Retiree has met the age and service

requirements listed below. Retiree Coverage provided will be available to eligible members, their eligible spouse and dependents. The Retiree Plan of benefits will mirror the active plan with no Loss of Time or Life Insurance benefits. The Age and Years of Service requirements for future Retiree Coverage will vary based upon job classification as indicated below:

<u>Job Classification</u>	<u>Age</u>	<u>Years of Service</u>
Fire	50	20
Teamsters	55	20
Administrative	55	20
Waste Water Treatment Dept	55	20 (includes sub-contract work for the City of Pekin)

10. As required by the State of Illinois, the Fire employees have the ability to defer their Pension at age 41 and continue health coverage by paying the full cost of the active plan. In addition those retiring with less than 20 years of service can also continue health coverage by paying the full cost of the active plan. Central States will provide coverage to these affected employees. The cost of coverage for these two groups is yet to be determined. Currently, there are no employees who are paying for this coverage.
11. The Police Department bargaining units will have a 30 day window from the effective date of the Teamsters and non-bargaining unit employees' coverage with the Fund. In the event that the Police Department elects not to join the Fund with the Teamsters, Fire and non-bargaining employees of the City of Pekin by October 31, 2009, the conditions of the Fund's proposal, including contribution rates, current and future retiree coverage and conditions under this Letter of Understanding will be null and void.
12. The contribution rates quoted for the active group joining the Fund October 1, 2009, will also be available to the Teamster employees covered under the Waste Water Treatment collective bargaining agreement whose contract does not expire until July 31, 2010.

Agreed to by:

Central States Health and Welfare Fund

Date

Teamsters Local Union 627

Date

City of Pekin

Date



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager (08/26/09)

AGENDA ITEM: Teamster Agreements on Wastewater Treatment Plant Unit Contracts

AGENDA DATE REQUESTED: September 14, 2009

ACTION REQUESTED: Approve Bargaining Unit Contract (Extension)

BACKGROUND: The City of Pekin and the Teamsters have had long standing agreements with the City as they represent 4 groups of City employees. The Street, Solid Waste and General Unit 5 Year Contracts were approved this July, with the 4th unit the Wastewater Treatment Personnel Contract not up until August 1, 2010. However, since the Wastewater Contract had to be opened up to address the Health Insurance changes, we discussed extending the contract 4 years to coincide with the timing of the expiration of the other 3 Teamster Contracts. We tentatively agreed to the same wage increases that the other Teamster units settled for during the first 2 years of the extension and mirrored the "Re-Opener" language for the last 2 years. We are also recommending the same employee participation in the Health Insurance Plan as the other Teamster units, including the last year of the current contract that we are currently in. The most significant issues were wages and health insurance with the following results:

	Year 1	Year 2	Year 3	Year 4	Year 5
Wages	3.00%	3.00%	2.50%	Re-Openers	
Insurance/Month					
Single Coverage	10	20	30	Re-Openers	
Single + Spouse	65	80	95	Re-Openers	
Single + Child	65	80	95	Re-Openers	
Family	70	90	110	Re-Openers	

FINANCIAL IMPACT: Wages and Insurance consistent with the other Teamster Contracts

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: All 4 Teamster Groups have Contracts until 2014, with re-opener language on (only) wages and health insurance participation the last 2 years

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

Date

Finance Department

(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date

City Manager

Date

ARTICLES OF AGREEMENT BETWEEN
CITY OF PEKIN, ILLINOIS
AND
TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 627
EFFECTIVE AUGUST 1, 2009 – APRIL 30, 2014
WASTEWATER TREATMENT DEPARTMENT

August 26, 2009

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Attachments: Drug Policy, FMLA notice, USERRA notice, & Peak Shaving Letter of Understanding

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2009, by and between **CITY OF PEKIN, ILLINOIS**, a municipal corporation (hereinafter referred to as the “City”), and **INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL NO. 627** (hereinafter referred to as the “Union”); **WITNESSETH:**

WHEREAS, the City deems it to be in the best interests of said City and in the best interests of the employees of said City herein provided for to establish certain other matters pertaining to the employment of those employed in the Wastewater Treatment Department of the City.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, the parties hereto agree as follows:

ARTICLE 1

RECOGNITION

Section 1: Recognition The City hereby recognizes the Union as the exclusive bargaining representative for the employees of the Wastewater Treatment Department as herein defined for the purpose of collective bargaining relative to rates of pay, wages, hours, and other conditions of employment, subject to the provisions of the Illinois Public Labor Relations Act.

Section 2: 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 this 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: 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 this 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 4: 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.

Section 5: Management Rights Except as provided elsewhere in this Agreement, the Employer has and will continue to retain the right to operate and manage its affairs in each and every respect.

ARTICLE 2

CHECKOFF - FAIR SHARE

Section 1: The City agrees to deduct from the employee's pay covered by this Agreement, monthly Union dues and assessments and yearly DRIVE dues. The Union agrees to furnish the City with a list of deductions to be made from the pay of each employee. The City further agrees to deduct from an employee's pay that amount established by the local union in accordance with the Illinois Public Labor Relations Act for fair share for those employees who are not members of the Union. The Union shall furnish to the City a list of the appropriate deductions for such employees, and shall accord those employees those rights provided for by the Illinois Public Labor Relations Act.

ARTICLE 3

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1: Definition A "grievance" shall be defined as a dispute or difference raised by an employee or the Union against the City involving the alleged violation, application, meaning or interpretation of one or more of the express provisions of this Agreement.

Section 2: Representation Grievances may be presented by the Union on behalf of an employee or a group of employees. Where an individual employee submits a grievance without the Union, the Union shall be given a copy of the written grievance and notified of any meetings to consider the grievance so that its representative may attend. Employee(s) shall be entitled to representation by the Union at each step of the grievance procedure upon request.

A grievance may be filed by or on behalf of two (2) or more employees only if the same facts, issues, and requested remedy apply to all employees in the group. Group grievances involving two (2) or more departments shall be filed only by the Union and shall be filed directly with the City Manager's Office at Step 2, but may thereafter be referred to a lower step where appropriate to investigation or consideration of the grievance.

Section 3: Subject Matter A grievance shall be in writing, submitted on a form approved by the parties, shall contain a statement of the facts and circumstances prompting the grievance, the Article(s) and Section(s) of this Agreement alleged to have been violated, the date(s) the alleged violations occurred, the relief sought, and the name(s) and signature of the grieving or affected employee(s) and the date of submission. Only one subject matter shall be raised in any one grievance.

Section 4: Step One Where any employee or employee group have a dispute, disagreement or complaint, whether the subject matter constitutes a grievance as defined above or not, the employee(s), accompanied by a union steward if the employee(s) desire, may submit the matter to their immediate supervisor or the department head and attempt a satisfactory solution, provided that the employee(s) and supervisor or department head shall have no authority to make or agree to any arrangement or solution which conflicts with the provisions of this Agreement.

Where any informal resolution would not be possible, or fails to resolve a grievance as defined above, the employee(s) or the Union shall submit their written grievance within fourteen

(14) days of the occurrence or notice of the occurrence of the event raised by the grievance. The written grievance shall be submitted to the department head of the department involved in the grievance, who shall, within seven (7) calendar days after submission, meet with the grievant and the union steward to investigate the grievance and attempt to resolve the grievance. Any grievance resolution shall be documented in writing and submitted to the Union's Business Agent and the City Manager for that department for their approval. Where no resolution is achieved at the meeting, the department head shall respond to the grievance in writing within seven (7) calendar days of the meeting, and deliver a copy of the response to the grievant and the union steward.

Section 5: Step Two Within seven (7) calendar days of the response at Step 1, or the date response was due if none is provided, the grievant or the Union may appeal the grievance to the City Manager by written notice of appeal, to be submitted to the department head. The City Manager may arrange a meeting with the grievant, the Union Steward and department head, or with the Business Agent and department head, to consider the grievance within seven (7) days of notice of appeal, or respond to the grievance in writing within seven (7) calendar days of notice of appeal. Where a meeting is scheduled, a response to the grievance shall be made by the City Manager in writing within seven (7) calendar days after the meeting. Any resolution agreed to by the parties shall be reduced in writing and signed by the parties. If no acceptable resolution occurs, the City Manager shall respond to the grievance in writing to the Business Agent within fourteen (14) days of the meeting with the Business Agent.

Section 6: Arbitration If no satisfactory resolution of a grievance is agreed upon at Step 2, the Union may appeal the grievance to arbitration by written notice of the appeal, submitted to the City Manager's office within fourteen (14) calendar days after the written response at Step 2, or the date a written response was due, if none is provided. Representatives of the Union and the City shall, within seven (7) days after notice of an appeal to arbitration is submitted, confer, either in person or by telephone, to attempt to agree upon a neutral, third party arbitrator. If no agreement upon an arbitrator is reached, the parties shall submit a request for a panel of five (5) arbitrators to the Illinois State Labor Relations Board jointly, or the Union may submit a request unilaterally. Either party may reject one (1) arbitration panel and request another panel. Upon receipt of an acceptable arbitration panel, the parties shall alternately strike from the panel until one person remains, with the party who requested that panel striking first. The remaining panel member shall be notified jointly by the parties of his selection to serve as Arbitrator and requested to schedule a hearing on a date when the parties are available. Hearings shall be held at the City of Pekin unless otherwise agreed. The Employer and the Union shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. The fees and expenses of the arbitrator together with the cost of the hearing facilities, if any, shall be shared equally by the parties. Where either party requests the hearing be transcribed, the party requesting the transcript shall pay for the cost of transcription unless the other party intends to use the hearing transcript, in which case the parties shall share the cost equally.

The Arbitrator's power and authority shall be confined to consideration of the grievance(s) submitted, and to interpretation and application of the express terms of this Agreement. The Arbitrator shall have no authority to amend, modify, nullify, ignore, imply, add to or subtract from the express provisions of this Agreement. In resolution of any grievance resulting in any retroactive adjustment(s), any wage or economic adjustment(s) shall be limited to a maximum of fifteen (15) days prior to the date of submission of the grievance. Subject to the foregoing, the decision of the Arbitrator, which shall be rendered within sixty (60) days after proceedings are closed, shall be final and binding upon the Employer, the Union, and any employee(s) involved.

Section 7: Time Limitations No grievance shall be valid unless submitted within fourteen

(14) days of the occurrence or notice of the occurrence of the event raised by the grievance. A grievance may be withdrawn at any step of the grievance procedure without precedent or prejudice on written notice of the withdrawal. Grievances not appealed within the time limitations for appeal shall be deemed to have been withdrawn with prejudice. The time limitations at each step may be extended by the Employer and the Union, provided the extension shall be in writing and signed by representatives of each party.

Section 8: Investigation Union stewards shall be permitted reasonable time at the beginning or the end of the work day without loss of pay to investigate established grievances on the Employer's property upon proper notice to the responsible department head.

Section 9: No Strike - No Lockout Pursuant to Section 8 of the Illinois Public Labor Relations Act, the parties hereto agree that there shall be no strike(s) for the duration of this Agreement. Employees covered by this Agreement shall not be locked out as a result of a labor dispute during the term of this Agreement.

ARTICLE 4

DISCIPLINE AND DISCHARGE

Section 1: Definition

Employer agrees with the tenets of corrective and progressive discipline. Disciplinary action shall include the following:

- A. Oral Warning,
- B. Written Warning;
- C. Suspension without pay
- D. Discharge;

Before an employee can be suspended under provisions of this Section 1, the employee must have received at least one (1) warning notice for the offense for which he is being subject to suspension, and the employee shall be subject to suspension only after the progression set forth in this Section has been complied with. Before an employee can be discharged under the provisions of this Section 1, the employee shall have had to be progressively disciplined under this Section 1 for that offense for which he is be subject to discharge; unless the discharge is pursuant to Section 3 herein.

Section 2: Just Cause

Employer agrees that disciplinary action shall only be imposed for just cause and shall be imposed as soon as practical after Employer learns of the occurrence giving rise to the need for disciplinary action and after Employer has a reasonable opportunity to investigate the facts.

Section 3: Limitation

The requirement to use progressive disciplinary action does not prohibit the Employer the use of summary discharge or suspension upon any of the following grounds, when such charges are proven:

- A. Dishonesty,

- B. Drunkenness or drinking of intoxicating liquors while on duty;
- C. Absence without leave or reasonable ex use in excess of three (3) days;
- D. Willful destruction of property;
- E. Willful violation of reasonable City rules
- F. Insubordination
- G. Fighting on the job

Both the Employee and the Union shall be notified of disciplinary action. Such notice shall be in writing and reflect the specific nature of offense.

Section 4: Use of Prior Warnings

Any notation of an oral warning placed in employee's file shall be for documentation only and shall not be considered in ~~sing~~ any disciplinary action. Any written warning or suspension in the employee's file shall not be considered in imposing disciplinary action for a current offense when more than twelve (12) months have elapsed from written warning or suspension.

ARTICLE 5

COMPLETE AGREEMENT

Section 1: Except as authorized by this Agreement, the employer shall not enter into any contract or agreement with any bargaining unit employee(s), individually or collectively, which conflicts in any way with the provisions of this Agreement. Any agreements entered into in violation of the foregoing provision shall be void and without force and effect.

Section 2: Sponsorship The employer shall not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union. The foregoing shall not be interpreted as an assignment of any work to any union, or as a basis for any jurisdictional claim to any work.

ARTICLE 6

SCOPE AND TERM OF AGREEMENT

Section 1: Term This Agreement shall be in full force and effect from August 1, 2009, to and including April 30, 2014, with a re-opener for the 4th and 5th years of the contract for wages and health insurance, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other no later than sixty (60) days prior to the date of expiration. Upon sixty (60) days written notice, prior to the third and fourth anniversary date of this agreement, there will be a re-opener of this agreement for the purpose of negotiation of the Wages (Article 10 Section 1) and Health and Welfare Rates and Co-pay (Article 15 Section 1) only. In the event the parties are unable able to reach agreement, upon the conclusion of said sixty (60) days, then either party reserves it lawful right to support its demands, including the Unions' right to strike, and the employers' right to lockout, as provided under applicable law, and the no strike, no lockout provisions provided elsewhere in this agreement would not be in effect.

Section 2: Modification It is further provided that where no such cancellation or termination

notice is served and the parties desire to continue said Agreement but desire to negotiate changes or revisions in the Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to April 30, 2014, or April 30 of any subsequent year, that such party desires to revise terms or conditions of the Agreement.

Section 3: This Agreement shall apply only to the employees of the City of Pekin who are members of Local 627 of the Teamsters Union and working in the Wastewater Treatment Department of the City of Pekin, Illinois.

ARTICLE 7

JOB VACANCY

Section 1: Job Openings Where an existing or a new job within the bargaining unit becomes vacant, and the City decides to refill or fill it, the City may elect to fill the vacancy by promotion, reassignment or transfer, or employment of a new hire.

Section 2: Notice Where a job within the bargaining unit is vacant and the City intends to fill the vacancy, notice of the vacancy with a description of the job shall be filed with the City Personnel Office ~~Clerk~~ and posted at the location where the employees report to work for a period of at least one (1) week. Present regular full and part-time employees interested in being considered may submit a statement of interest in the vacant position to the department head where the vacant job exists, within ten (10) days of the date of posting shown on the notice.

Section 3: Filling Vacancies Except as specified elsewhere in this Article, the City shall evaluate the qualification and ability to perform the job duties, as measured by physical ability, prior education, training, experience, skill and demonstrated work habits, of those employees and/or outside applicants seeking the vacant position. Where two (2) or more employees or applicants possess equal qualification and ability for the vacant position, the employee possessing the greatest seniority in his or her present classification shall be offered the vacant position. For these purposes, full-time employees shall be considered senior to part-time employees, provided they have completed their initial probationary period. Employees successfully bidding for another position shall be subject to the evaluation period specified in Article 8, Section 1 of this Agreement.

Any employee bidding for any job vacancy may, prior to accepting the new job, withdraw his bid, provided that, where this occurs, the City shall not be required to post the vacant job again because employee(s) withdrew their bids. Employees withdrawing a bid shall be ineligible to bid for any further job vacancies for a period of ninety (90) days, unless waived by the City. Any employee awarded a bid, and successfully demonstrating the ability to perform a job vacancy, shall be required to remain in the position, and shall be ineligible to bid for further job openings for six (6) months after successful completion of the probationary period, unless waived by the Employer.

Failure to qualify for a new or vacant position shall be based solely on qualification and ability, and shall not be for arbitrary or capricious reasons. Further, the use of skill or ability as provided under this Article shall only be for new or vacant positions that require a level of expertise which is reasonably more than that normally possessed by a Wastewater Treatment Department employee.

In the event that no bargaining unit employee either bids or qualifies for a new or vacated position, subject to the provisions of this Article, then the City may elect to fill the vacancy by

promoting, reassignment, transfer or employment of a new hire.

ARTICLE 8

SENIORITY

Section 1: Seniority rights for employees shall prevail in all instances except where otherwise provided in this Agreement. In the event of a layoff, the last person hired shall be laid off first; and when the force is again increased, the persons are to be returned to work in the reverse order in which they are laid off; provided, however, the foreman shall be excluded therefrom and not affected thereby. Daily work assignments shall be by seniority subject to operational needs. Departure from seniority of daily work assignments due to operational needs shall not be for arbitrary or capricious reasons. Date of employment for the purposes of this contract is the initial date when employees were hired by the City.

Seniority shall prevail on higher classifications providing the ability to perform the available work is equal. This shall not be construed to mean the City has the right to say the employee's ability to perform the work is unequal unless they have given the employee a seven-day trial period to prove his ability.

All employees hired after August 2, 2005, shall be required to serve an initial probationary period of employment with the City of sixty (60) working days following their date of hire. By mutual agreement of the Employer, the Union, and the employee, this period may be extended an additional thirty (30) working days. Employees hired prior to August 2, 2005, shall not be required to serve a probationary period.

No casual employee shall be permitted to work daily or weekly overtime until all regular employees have been afforded the opportunity to work said overtime. Failure upon the City's part to comply will result in the payment of overtime to the regular employee in the amount worked by the casual employee.

Section 2: Termination Each employee's seniority and employment relationship shall terminate where the employee:

- (a) Resigns or quits;
- (b) Retires;
- (c) Is discharged (unless returned to work through the grievance procedure or by legal decision);
- (d) is absent without notification for three (3) consecutive work days, except where the employee's failure to provide proper notice and reasons for absence is beyond the employee's control;
- (E) fails to return to work at the end of a scheduled vacation or authorized leave of absence;
- (f) fails to report for work within fourteen (14) calendar days after notice of recall from

layoff is made by certified letter to the employee's last known address with verification of delivery;

- (g) is absent from work for any reason, including layoff, for a period equal to the lesser of the employee's seniority at the time the absence began, or three years.

In the event of an employee is absent due to sickness or injury which occurred either on or off the job, he/she shall continue to accrue seniority during the period of absence. The City agrees it will continue the employee's health coverage, subject to the employee's payment of the applicable portion of the premium, for the lesser of the employee's seniority at the time the absence began, or three years.

Section 3: No provision under this Article 8 shall be construed to apply to seniority rights upon a vacancy occurring in the position of foreman; and such position may be filled by the City without any reference to seniority rights, provided that it is filled from within the employees covered by this Agreement.

Section 4: Transfer Outside Bargaining Unit The City retains the exclusive right to select those persons to fill positions outside the bargaining unit of this Agreement. Where any bargaining unit employee transfers to a position outside of this bargaining unit (including transferring to another bargaining unit) except on a temporary basis, the employee's seniority shall terminate after the date of transfer. Employees transferring outside of this bargaining unit to another bargaining unit, or to a position in the City not covered under a bargaining unit, shall be allowed to carry their seniority for the purpose of wages, benefits, vacation, holidays, sick leave, personal leave and funeral leave. Accrual of seniority upon transfer into another bargaining unit, for the purpose of hours of work, bidding and lay-off and recall, shall be based solely on the seniority an employee accrues in the bargaining unit into which he transfers from the initial date of transfer, or hire into the respective bargaining unit. The City cannot force employees to transfer outside the bargaining unit.

ARTICLE 9

PAY DAY

Section 1: The City agrees to pay the employees on a bi-weekly basis every other Friday.

ARTICLE 10

RATES OF PAY

Section 1: The schedule of hourly rates of pay for employees in the Wastewater Treatment Department during the term of this Agreement shall be as follows:

	Hourly Rates				
	8-01-09	8-1-10	8-1-11	8-1-12	8-1-13
O & M Technician IV:	\$29.83	\$30.72	\$31.49		Re-Openers
O & M Technician III:	\$28.70	\$29.56	\$30.30		Re-Openers
O & M Technician II	\$27.08	\$27.89	\$28.59		Re-Openers

O & M Technician I:	\$24.86	\$25.60	\$26.25	Re-Openers
O & M Technician Trainee:	\$21.16	\$21.79	\$22.34	Re-Openers
Students	\$ 9.60	\$ 9.70	\$ 9.80	Re-Openers

Working Foreman shall be paid \$1.50/hour above the highest classification rate of pay. Further, in the event the working foreman is absent for vacation, the duties of the working foreman shall be offered by seniority to other O & M Technician IV employees and that employee accepting the assignment shall receive the working foreman rate of pay while replacing the working foreman that is on vacation. Working Foreman Position assigns the daily work, orders needed equipment and services, assists with the preparation of the annual budget, etc. Upon 2 weeks written notice from the Union and with just cause, the Working Foreman Provisions set forth in Article 10 shall be considered null and void. If that occurs, the City may establish the lead person role outside the bargaining unit.

O & M Technician Trainee:	New employee, hired without certification, 1st year of employment.
O & M Technician I:	Non-probationary employee, without license.
O & M Technician II:	Any State License less than 2.
O & M Technician III:	Class 2 State License.
O & M Technician IV:	Class 1 State License.

Students may be employed as part-time help at the above rate per hour but only when such employment does not take the place of a full-time employee on layoff. Students shall not obtain seniority or any rights under this Agreement.

In the event there is to be a new classification of work, the City shall meet with the Union to negotiate the duties and rates of pay for same. In the event the City acquires a new type of equipment, not presently operated by the City, the parties to this Agreement shall meet for the purpose of negotiating rates of pay and conditions for the operation of such equipment. Also subject to negotiations shall be the required number of employees to operate such new equipment.

Section 2: Certification Bonus A cash bonus will be awarded to each employee who passes the examination required for state wastewater certification, as set forth below.

<u>Certification Level</u>	<u>Bonus</u>
IV	None
III	\$100
II	\$150
I	\$200

The bonus will be paid upon presentation of acceptable proof of successful completion of examination requirements.

Section 3: Standby Pay

A. Employees may be required to make themselves available to report to work immediately if called, at times other than their regularly scheduled work hours. O & M Technical IV Employees shall be offered by seniority on a weekly basis, to be on standby status. The employee on standby may be required to make themselves available to report

to work immediately if called, at times other than their regularly scheduled work hours. Such employees, when placed in standby status, will receive 9 hours standby pay per week, at the employee's applicable regular base rate of pay.

- B. When placed in standby status, it is the employee's responsibility to be able to immediately and effectively perform the required job duties. Voice contact must be established within fifteen (15) minutes of receiving a pager signal or telephone call, and the employee must arrive at the job site as soon as possible but no later than one (1) hour after receiving the pager signal or telephone call. An employee in standby status must remain in close geographical proximity and must not consume alcohol or other substance, which could impair his ability to perform job duties. If the employee fails to respond as described above to a call-in while in standby status or fails to notify his supervisor or other designated individual that he is for any reason unable to carry out his standby responsibilities, he will forfeit the right to receive standby pay on that day and will be subject to disciplinary action.
- C. Assignment to standby status shall be by seniority as provided in paragraph A above. In the event an employee does not accept standby, then standby shall be offered by seniority to other O & M Technical IV employees.
- D. The decision to require assignment of an employee to standby status shall be at the discretion of management. Nothing herein shall be construed to guarantee the right to receive standby pay to any employee not placed in standby status. Any mistake made in the assignment of an employee to standby status, shall be corrected by making that employee whole for all wages lost due to such mistake.
- E. In the Working Foreman's absence, employees in classifications O & M Technicians IV may be requested, on a rotating basis, to be on standby status serving in a Crew Leader capacity. In the event it would be necessary for the Crew Leader to call employees in the rotation call out list would be utilized.

ARTICLE 11

HOURS OF WORK, OVERTIME, CALL-INS

Section 1: Hours of Work The normal hours of work for all employees shall be from 7:00 a.m. until 3:30 p.m., including a one-half (1/2) hour unpaid lunch period. If necessary to meet client or regulatory requirements, the City may notify the Union during the term of this Agreement that it wishes to reopen negotiations on hours of work as specified in this Paragraph only, and the parties shall bargain in good faith regarding a mutually satisfactory replacement provision for hours of work. If an employee or employees are assigned to an established shift, other than outlined above, they shall be paid a shift differential of \$1.00 (One-Dollar) per hour in addition to their applicable hourly rate of pay. This shift differential shall be used in calculating overtime, holiday pay, vacation pay, etc.

Section 2: Overtime Whenever necessary, the City can require employees to perform work during hours or days other than or beyond those falling within their regularly scheduled hours of work. At any time overtime is computed under the provisions of this Agreement, said overtime shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay as established under Article 10. Overtime will be paid for all hours worked in excess of eight (8) hours per day, and in excess of forty (40) hours per week. Paid holidays, vacation, sick leave and bereavement

leave will be considered as time worked for purposes of calculating overtime pay. Nothing herein shall be construed to guarantee a minimum or maximum number of hours of work per day or per week to allow the pyramiding of overtime.

Section 3: Work Week The workweek begins at 12:00 midnight between Saturday and Sunday and ends at 11:59 p.m. the following Saturday.

Section 4: Call-ins Compensation for call-ins outside of an employee's normal work hours shall be paid at a minimum of two (2) hours at one and one-half (1-1/2) times the employee's regular rate of pay as established under Article 12. If an employee works longer than two (2) hours, the employee will be paid at one and one-half (1 1/2) times his regular hourly rate for the hours actually worked during the call-in. If an employee is called in more than once between two (2) regularly scheduled shifts on consecutive days, the time worked on all such call-ins will be counted toward the two (2) hour minimum. An employee called in may be assigned additional regular duties to fill any time remaining in the two (2) hour period.

Section 5: Assignment of Overtime and Call-ins

- A. Overtime shall be offered first to the employee with the highest seniority provided that nothing herein shall be construed as a waiver of the City 's right to require overtime work when the needs of the City require it. In the event the senior employee is not available for the overtime assignment, the overtime shall be offered in turn to the employee with the next highest seniority. Probationary employees would not be subject to call-in or overtime assignment during the probationary period, unless the employer deems the probationary employee or employees qualified to perform the work that necessitated the call-in or overtime assignment. In the event more than 1 (one) probationary employee is deemed qualified to perform the work in question, then the call-in or overtime assignment shall be offered to the employee with the higher seniority.
- B. When overtime work is required, employees who are asked or instructed to perform such work will be given as much advance notice as is possible under the circumstances. Any mistake in the assignment of overtime shall be corrected by giving an employee who was missed the next available overtime opportunity. In no event shall the City be required to pay for overtime not worked.
- C. Call-ins shall be offered in order of seniority. In the event an employee is not available for a call-in, the call-in shall be offered in turn to the employee with the next highest seniority. In the event the employee assigned to the call-in requires additional help, the employee with the highest seniority shall be called in and shall notify the dispatcher at the end of the call-in of the additional employee requirement.

ARTICLE 12

HOLIDAYS

Section 1: The following days shall be recognized as paid holidays when not worked, and each employee shall be paid eight (8) hours holiday pay. Students shall not be entitled to any paid holidays.

New Year's Day
Veteran's Day
Independence Day
Memorial Day

Thanksgiving Day
Friday after Thanksgiving Day
Labor Day
President's Day

Christmas Day

All work performed on the above mentioned holidays shall be paid for at the rate of two (2) times the regular rate, with a minimum of eight (8) hours at double time, or sixteen (16) hours, in addition to holiday pay. Should a callout occur to the same individual within the initial eight (8) hour call in period, there shall be no additional compensation. Any additional callouts are paid at double time actual hour worked. In the event the Employer requires an employee or employees to work on a holiday, they shall give the employees one week's notice, except in the case of an emergency.

ARTICLE 13

VACATIONS

Section 1: Vacation The following vacation schedule shall apply to regular, full-time employees:

- A. Employees who have completed one (1) year of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for two (2) weeks of vacation with pay at the employee's regular rate per hour.
- B. Employees who have five (5) years of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for three (3) weeks of vacation with pay at the employee's regular rate per hour.
- C. Employees who have completed ten (10) years of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for four (4) weeks of vacation with pay at the employee's regular rate per hour.
- D. Prior to April, 2014, employees who have completed fifteen (15) years of continuous service, on January 1 of the current calendar year during the term of this Agreement shall be eligible for five (5) weeks of vacation with pay at the employee's regular rate per hour.
- E. Regular, full-time employees who, prior to April 1, 1993, were allowed a specific number of weeks of vacation greater than four weeks based upon their length of continuous service with the City shall in each calendar year during the term of this Agreement, be eligible for the number of weeks of vacation (either five or six) with pay at the employee's regular hourly rate of pay which the employee was eligible for prior to April 1, 1993.

Vacations shall commence at the end of the employee's regular work week (Friday) of the week preceding the employee's vacation period; however, in the event there is work to be performed on Saturday, the employee may work in line of his seniority at his own discretion.

Section 2: Vacation time is calculated by the calendar year and may be scheduled at any time between January 1 and December 31 of the calendar year, subject to the needs of the City and the

approval of the department head. Each employee shall be credited with his vacation time for the completed years of service which he possesses on January 1 for that calendar year. Where the employee does not possess one (1) year of completed service on January 1 of the calendar year, the employee, upon completion of one full year of service with the City, shall be eligible for one (1) week of vacation time during the remainder of that calendar year. Where under the vacation schedule, an employee would become eligible for an additional week of vacation time because of his/her years of service (i.e. after five years, ten or fifteen years) after the start of the calendar year on January 1, the employee shall be eligible for the additional week of vacation time during the remainder of the calendar year after his anniversary date. If, at the anniversary date, there are less than 45 days left in the calendar year, then for that individual, the additional vacation time will be extended for a 90 day period beyond December 31.

Example of Vacation Time for 8/1/2009 – 12/31/2009

Employee entitled to 4 weeks vacation time:

Vacation Time 8/1/2009-12/31/2009 = 5/12 of 4 weeks = 8.33 days = 9 days

Vacation Time 1/1/2010- 12/31/2010 = 4 weeks = 20 days

Vacation Time 8/1/2009- 12/31/2010 = 29 days

Vacation Time Calendar Year starting 2011 = 20 days

Employees hired between August 1, 2005 and July 31, 2009 shall be entitled to 2 weeks vacations.

Prior to August 1 of each calendar year, employees shall be entitled to schedule their vacation time in order of their department seniority. After April 1, vacation time may be scheduled at any available time, but more senior employees may not bump any less senior employee who previously scheduled his/her vacation time. The department head shall retain the right to determine the appropriate number of employees who may schedule vacation time during any particular period in order to insure adequate staffing provided employees are not denied vacation for arbitrary or capricious reasons. Further employees scheduling a weeks vacation shall give at least one weeks notice in writing, and for vacations of less than one (1) weeks duration forty-eight (48) hours notice shall be given. Said notice is for the purpose of scheduling and isn't used to deny vacation. The City agrees to permit more than one employee to be on vacation at a time during the specified period provided it does not interfere with the efficient operation of the City. During the month of December, at least one employee will be allowed off at a time for vacation. However, provided that the notice provisions as described herein are adhered to, two (2) employees will be allowed off at a time in December. Vacation time requested without the appropriate notice may only be taken upon mutual agreement between the employee and the City. Vacation time shall not be scheduled for periods of less than one calendar week without the approval of the department head, provided that employees eligible for more than two (2) week's vacation time may schedule their third week in one (1) day increments and the fourth week in one-half (1/2) day increments. If mutually agreed between the employee and the department head, employees may take more of their vacation in increments than allowed above. Any vacation time not scheduled, and used, by December 31. shall be paid provided that any employee denied the opportunity to schedule all of his vacation time during the calendar year will be allowed to extend the vacation time for a ninety (90) day period beyond December 31.

Section 3: In determining the amount to be paid for said vacation pay, a normal forty (40) hours pay computed on the amount paid to the employee under Article 6 of this Agreement shall be used. The hourly rate of the employee's normal classification shall be used.

Employees who have worked less than fifty-two (52) weeks in the previous year will receive

pro rata vacation payments which will be computed on the basis of one-fifty-second (1/52) of the regular vacation pay for each week worked in the previous year. Weeks of vacation used in the previous year shall be considered weeks worked for this purpose.

Section 4: Upon separation from City employment for any reason, any employee eligible for vacation with pay shall be paid the monetary equivalent of any unused vacation benefits he had for that calendar year at his regular wage rate. For each completed week of service within the calendar year in which the employment separation occurs, the employee shall receive one-fifty-second (1/52 or .0192 percent) of the annual vacation pay the employee would be eligible to receive that calendar year in the employee's final paycheck. The employee may elect to have this amount deposited into an insurance premium account to pay City of Pekin group health insurance premiums after retirement until the account is diminished; such account shall not bear interest and shall expire upon depletion.

Section 5: Employees may be authorized by their departments heads for paychecks due during vacations before starting on their vacation provided that notice be given to their department head in writing not less than five (5) days prior to the pay date immediately preceding their vacation period.

Section 6: Employee shall earn and use their vacation between January 1 and December 31 For those employees their seniority date is their initial hire date with the City.

ARTICLE 14

SICK LEAVE

Section 1: Effective July 1, 1983, an active full-time employee shall be entitled to sick leave based on the past and future years of employment as hereafter set forth:

- (1) During the first year of employment, ten (10) days sick leave.
- (2) During the second year of employment, twelve (12) days sick leave.
- (3) During the third year of employment, fourteen (14) days sick leave.
- (3) During the fourth year of employment, fifteen (15) days sick leave.

All employees hired after August 1, 2005, shall receive twelve (12) days sick leave per year.

Effective the date of execution of this contract, each new regular full-time employee, shall be granted one (1) day of sick leave with pay for each month of service, or a maximum of twelve (12) days per year, to be used wherever the employee, by reason of any injury or illness not arising out of his/her employment, is unable to work when scheduled.

Any sick leave which is unused during the twelve (12) month period may be accumulated by an employee provided that the maximum accumulated days do not exceed two hundred forty (240). It is further understood that any such days are accumulated at a no-pay status. That is, the employee shall not be compensated for same.

Section 2: For those employees who had accumulated sick time prior to July 1, 1983, they shall retain the amount they had so accumulated up to a maximum of 240 days. In the event any

employee needs to use sick days beyond his or her yearly allotment, then he or she shall next use any sick days accumulated prior to July 1, 1983. After an employee has used all such days, he then may use any of the days accumulated after July 1, 1983. All sick leave days accumulated shall be at a no-pay status, as specified in Section 1.

Section 3: Sick leave may be used only for non-job-related injury or illness and shall not at any time be used for any injury or illness for which Workmen's Compensation benefits may be payable. Sick leave may be used for the purpose of protecting employees from loss of income due to their unavailability/inability to work because of personal illness or injury, or the employee's and/or immediate family member's recuperation from illness, injury, or surgery. Immediate family members shall consist of spouse, mother, father, mother-in-law, father-in-law, children, and grandchildren (adopted, biological or step).

In the event an employee initially uses sick days and subsequently, as a result of the illness or injury receives Workman's Compensation benefits for those days, then in such event the employee shall pay back to the City all pay he or she received during such period; and he or she shall be re-credited with the sick days.

An employee who is receiving Workman's Compensation benefits shall not receive any pay from the City during that period, it being expressly understood that his or her pay shall cease immediately at the time the employee begins to receive Workman's Compensation benefits.

Section 4: It shall be compulsory for an employee who is off sick for three (3) days or more to present a doctor's certificate upon his return to work in order to be entitled to sick leave benefits.

Any employee falsifying sickness in order to take advantage of sick leave shall be subject to discharge.

Section 5: Upon IMRF retirement, up to a maximum of 240 sick days (1,920 hours) can be used to pay for City of Pekin group health insurance premiums and/or extend IMRF service credit for up to one (1) year. An employee's sick time balance at retirement shall be computed at their current hourly rate and placed in a City of Pekin account. Such account shall not bear interest and shall expire upon depletion of the sick leave value placed therein. The value of this computation can be used exclusively to pay for City of Pekin group health insurance premiums; it can be used to extend IMRF service time for up to one year, or it can be used in any combination of the two options, as long as the total hours used does not exceed 240 days, or 1,920 hours. Upon the death of a retiree who was using his sick time monies to pay for health insurance, his spouse shall be entitled to use the balance of any sick time monies to pay for health insurance premiums until exhausted.

ARTICLE 15

HEALTH AND WELFARE

Section 1: Section 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, the same as in effect the first 3 years of this agreement. 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 2: Health Care Cost Effective October 1, 2009, the employer shall contribute (1) One Hundred Two Dollars and Sixty Cents (\$102.60) per week for member only or (2) One Hundred Thirty-eight Dollars (\$138.00) per week for member plus one child or (3) Two Hundred Fourteen Dollars and Seventy Cents (\$214.70) per week for member plus spouse or (4) Two Hundred Seventy-nine Dollars and Thirty Cents (\$279.30) for family to the Central States Southeast and Southwest Areas Health and Welfare Fund, Plan C-6, for each full time employee covered by this agreement even though such full time employee may only work part time under the provisions of this agreement. Contributions shall be made weekly on each full time employee for all weeks the employee is in the employ of the employer including weeks of vacation, any weeks where employee is receiving any type of compensation from the employer and for periods of layoff.

Effective October 1, 2010 the weekly rates shall be increased as follows: (1) One Hundred Eight Dollars and Sixty Cents (\$108.60) per week for member only or (2) One Hundred Forty-six Dollars and Thirty Cents (\$146.30) per week for member plus one child or (3) Two Hundred Twenty-seven Dollars and Ninety Cents (\$227.90) per week for member plus spouse or (4) Two Hundred Ninety-six Dollars and Seventy Cents (\$296.70) for family.

Effective October 1, 2011 the weekly rates shall not exceed (1) One Hundred Twenty-one Dollars and Sixty Cents (\$121.60) per week for member only or (2) One Hundred Sixty-three Dollars and Ninety Cents (\$163.90) per week for member plus one child or (3) Two Hundred Fifty-five Dollars and Twenty Cents (\$255.20) per week for member plus spouse or (4) Three Hundred Thirty-two Dollars and Thirty Cents (\$332.30) per week for family.

Effective upon October 1, 2009, the City shall provide a prescription supplemental plan that will pay the difference between the coverage of the Central States Prescription Plan and the City's current prescription plan.

Rx	75% retail; 80% mail order mandatory generic, if available or pay difference, Max co-pay \$200 CVS supplemented by \$10/\$20/\$35 formulary plan
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Employee Participation	Current	10/1/09	10/1/10	10/1/11	10/1/12 & 10/1/13
Employee Only	0	10	20	30	Re-Opener Language
Employee/Child	50	65	80	95	Re-Opener Language
Employee/Spouse	50	65	80	95	Re-Opener Language
Family	50	70	90	110	Re-Opener Language

Section 3: Life Insurance During the term of this Agreement, the City will provide a group term life insurance policy for regular, full-time employees. The City shall retain the right to select the insurance carrier, or to change carriers where it determines it to be appropriate, provided it shall not reduce the death benefit in effect on the date of this Agreement.

Section 4: Retiree Insurance Individuals who have retired or who retire from the City's employment after March 31, 1993, may elect to continue to participate in the City's health insurance plan where the retired individual has such right under the Illinois Insurance or Pension Code(s), but such retired individual shall be responsible for the entire premium cost for the

coverage they elect, except as provided in the attached Agreement regarding City of Pekin Health Care Plan. Any retiree (after August 1, 2009) shall be able to continue insurance in applicable category (Employee, Family, etc.) and will share equally the applicable monthly rate with the City (the Employee pays 50% and the City 50%) until the employee reaches 65 years of age.

Section 5: Vision Care When the City adopts a Vision Care Policy; it will be applicable to this Agreement.

Section 6: Illinois Municipal Retirement Fund During the term of this Agreement, qualifying employees covered by this Agreement, shall participate in the Illinois Municipal Retirement Fund (IMRF) in accordance with and subject to the provisions within the Illinois Pension Code governing the IMRF, and the applicable rules and regulations related thereto. During the term of this Agreement, the City agrees to continue the election of a minimum one-thousand (1,000) hours per year standard for participation in the IMRF so long as that option remains available under the IMRF program.

Where possible, the employees shall have the right to buy back their IMRF service time from their previous employment with the City.

ARTICLE 16

LEAVES OF ABSENCE

Section 1: When any part of the City's operation is either sold, transferred or subcontracted, those employees affected shall be entitled to one (1) week severance pay for each year of employment with the City at forty (40) hours pay for each week at the applicable hourly rate.

Section 2: Family Leave Any employee may, where they qualify, apply for an unpaid leave under the Family and Medical Leave Act consistent with the provisions of **current regulations, including Military Leave Entitlements. See FMLA attachment. Full context of law is available in the Personnel Office.**

Section 3: Military Leave The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the job rights of employees who voluntarily or involuntarily leave employment positions to undertake military service, consistent with the provisions of USERRA regulations. See USERRA Attachment. Full context of law is available in the Personnel Office.

Section 4: Unpaid Leave Any regular full or part-time employee may request a leave of absence without pay for a period up to six (6) months by submitting the request in writing to the head of the department where the employee works, with copies to the City Manager's Office and to the local union. Any requested leave of absence shall be subject to the approval of the department head and the Mayor, who may approve or disapprove the request on the basis of the operating requirements of the department, the availability of substitute employees, the reasons for the requested leave of absence, and any other relevant factors. Employees granted leave of absences shall be prohibited from accepting any employment while on leave of absence without prior approval of the department head and the Mayor, and shall be deemed to have voluntarily terminated employment with the City where they fail to comply with this limitation. Employees granted a leave of absence shall be reinstated to the position vacated if it exists, or if it does not, to a position to which he is contractually entitled, and may retain seniority during such leave of absence, but shall

not accrue any benefits during the absence. Where an employee on a leave of absence requires an extension, a request for an extended leave of absence shall be submitted and processed in accordance with the procedures for original requests for leave.

Section 5: Educational Leave An employee interested in further professional training may obtain an educational leave without pay for up to 12 months in duration. Such leave shall require recommendation by the employee's department head, and approval by the City Manager, based on the employee's plan of education, course work, and an explanation of how such education will be of benefit to his/her City employment. Employees granted an educational leave shall be prohibited from accepting any employment while on leave without prior approval of the department head and the City Manager, and shall be deemed to have voluntarily terminated employment with the City where they fail to comply with this limitation. Employees granted educational leave shall be reinstated to the position vacated if it exists, or if it does not, to a position to which he is contractually entitled. The employee shall retain his seniority during the educational leave, but shall not accrue any economic benefits under this Agreement during the leave period.

Section 6: Educational Time Off/Tuition Reimbursement An employee may apply for, and the responsible department head or the City Manager may approve, limited time off, with or without pay, for the employee to attend classes or receive training where the classes or training are found by the City Manager to be beneficial to the City. The City shall pay for all employee's tuition and supplies, upon successful completion of the class or classes in an approved curriculum, with a grade of C or better, provided the expenses have been previously approved and budgeted. (Where no grade is given for the class or training, the instructor must certify that the employee has satisfactorily completed the course to be reimbursed.) Approvals of leave and/or reimbursement hereunder, shall be done in a non-discriminatory manner, subject to the availability of budgeted funds and/or work requirements in the department.

Section 7: Funeral Leave In the event of the death of a member of the employee's immediate family (spouse, mother, father, mother-in-law, father-in-law, grandparents, grandparents-in-law, child, brother, sister, brother-in-law, sister-in-law or grandchildren or any relative which the employee resides), a regular employee shall be granted up to three (3) days funeral leave with pay.

Section 8: Personal Time Each regular employee shall be allowed sixteen (16) hours per year with pay that can be used in conjunction with vacation time.

Section 9: Disability Leave

- A. If an employee becomes ill or is injured in the performance of duty, he/she must report such occupational illness or injury immediately to his/her supervisor. The employee is to then see the City physician immediately, if it is not an emergency. However, in case of actual emergency, the employee should go to the nearest available clinic emergency room (or hospital emergency room after hours or during regular hours if warranted) for treatment and promptly notify the Personnel Office and the department head of the action taken.
- B. If an employee becomes sick or injured on the job and is temporarily disabled from performing his/her duty, and the disability persists for one (1) month or more, the employee may be eligible to receive disability benefits under the Illinois Municipal Retirement Fund.

- C. Where an employee documents the necessity for a continued absence from work for an illness or injury, whether occurring on the job or not, the employee will be placed on a leave of absence status from the service of the City once any sick leave benefits available to the employee are exhausted. The leave shall be without pay, and shall not extend beyond the period provided in Article 8, Section 2 "Termination", after which the employment relationship shall terminate. Health insurance coverage under the City's plan shall continue for the lesser of the employee's length of service or thirty-six (36) months, after which the employee will be responsible for the cost of continuation coverage, if it is available.
- D. All employees requesting injury leave shall be required to obtain and submit a statement from a physician confirming the nature and extent of their work-connected illness, injury, or disability, certifying that their absence from work is required because of the illness, injury or disability, and indicating whether or not and to what extent they might return to work and to whatever extent and conditions. The City shall have the right to verify said statement by a physician of the City's choosing at the City's expense. In case of disagreement between physicians, a third physician may be retained as a binding arbitrator, the costs of which will be split equally between the City and the employee or the Union, if so requested by the Union.

ARTICLE 17

GENERAL PROVISIONS

Section 1: Uniforms Where employees have the option to wear a uniform while on duty in the performance of his/her job; the City shall supply the employee with the uniform(s), and shall replace them, where the department head or supervisor determines, upon inspection, they need to be replaced. The employee shall return all uniforms issued in a condition appropriate to the duration and extent of use upon separation of employment. Employees provided with uniforms shall wear such uniforms only while on duty, and while traveling to and from work, and at no other times without prior authorization by their department head.

Section 2: Physical Examinations Where the City requires any employee to have any physical examination(s) or test(s); the City shall pay the full cost of the examinations(s) or test(s) when conducted by a medical practitioner selected by the City. Where the employee is granted the option to utilize his/her personal physician, the City will reimburse the employee up to the amount it would pay if the exam(s) or test(s) were done by the City's medical practitioner. Physical exams or tests scheduled by the City during the employee's scheduled work hours shall not result in any loss of pay.

Section 3: Special Licenses Where an employee is required to have an operator's license or permit, beyond an Illinois driver's license, as a condition of his or her job, the City will reimburse the employee for the cost of such special license or permit, less the cost which the employee would pay for a regular driver's license.

Where an employee is required to have a valid driver's license or special operator's license or permit as a condition of his or her job, any employee whose driver's license, or special operator's license or permit is suspended or revoked shall be suspended without pay pending reinstatement, up to a maximum of eighteen (18) months, after which the employee shall be terminated.

Section 4: Attendance Every employee is expected to maintain regular, on-time attendance as scheduled. Where the employee anticipates any absence from work, he/she shall notify the department head in advance of the date of the anticipated absence to obtain authorization for the absence. Where the absence could not be anticipated in advance, the employee shall notify the department head at least forty-five (45) minutes in advance of his/her scheduled starting time where the employee will be absent from or late to work. Tardiness and absenteeism, including absence without notice or authorized leave, and maintenance of an unacceptable pattern of regular, on-time attendance will result in the imposition of discipline.

Section 5: Travel The department head or the City Manager may approve, for employees in their departments, travel to meetings, site visits, negotiations, or other municipal purposes outside of the City of Pekin, as representatives of the City. The City shall reimburse the employee for necessary expenses incurred by the employee for such travel, including:

1. Hotel accommodations if required by the nature of the meeting or the distance from the City, but then only in moderate to economically priced hotels; such accommodations will be paid in the conference hotel if the employee stays in that hotel. No additional charges may be billed to the City as part of the hotel bill other than direct City expenses (thereby eliminating charges for personal phone calls, movies, cleaning, etc., provided an employee may make one personal phone call to his or her home where he is required to stay overnight at City expenses subject to a maximum charge of four (4) dollars). Except in unusual circumstances, hotel accommodations shall be made in advance, and approved by the department head and Finance Department.
2. Meals required by the duration of the meeting and the travel, but limited to \$40.00 per day, outside Chicago, and \$50.00 per day, inside Chicago, excluding any alcoholic beverages. Receipts for meals are required.
3. Mileage costs, limited to the mileage reimburse rate for that particular year authorized by the Internal Revenue Service. Airplane, bus or train fares directly to and from the destination; car rental expenses at the destination, but only if unusual situations so require; taxi or limousine expenses may also be reimbursed, but shall normally be requested and approved in advance. No such expenses shall be reimbursed without first having received a receipt for each expense. Travel advances may be made, by approval of the responsible department head, to cover estimated expenses of the travel; reconciliation of the advance with the actual expense receipts shall take place within 30 days after the travel is completed, by submittal to the responsible department head and the Finance Department of the accounting of travel expenses. Accounting of travel expenses shall in all cases be made on a form supplied by the Finance Department.

Section 6: Conditions As a condition of employment, each employee must:

- (a) Meet all driver certification and other requirement prescribed by the State of Illinois;
- (b) be medically capable of performing the required work, free from the presence of illegal drugs in the body, (as defined in the attached drug policy) and not engage in the use or abuse of alcohol when reporting for, or during work or have a blood

alcohol concentration greater than .04 percent while on duty;

- (c) Observe all laws regulating the safe, lawful operation of a motorized vehicle while operating any car, truck, bus or other motorized vehicle as part of the employee's job duties for the Employer. The employee has the right to grieve this ruling.

Section 7: The Employer shall pay or reimburse the employee for required annual physical examination(s) (including drug and alcohol testing), criminal conviction record check(s), driving record check(s) and any commercial driver's license (less the expense of a regular driver's license), provided that, where any new employee fails to complete the probationary period, the Employer shall not be obligated to reimburse the employee for the commercial driver's license. The Employer has the right to select the doctor(s) and medical facilities for any physical or medical exams or testing; the right to schedule appointments and establish other arrangements for examination, test or license, and shall not be obligated to pay or reimburse any employee for the cost of any examination, test or license, unless the arrangements were made, or approved in advance, by the responsible department head.

Section 8: Employees are required to complete additional medical examinations, including drug and alcohol testing, as directed by the Employer. The Employer shall select the doctor or medical facility. The Employer shall, based upon medical examination, including tests for drugs or alcohol, determine whether or not an employee is complying with the requirements of Section 6(b) above. Any decision not to continue an employee's employment for medical reasons or for failure to comply with Section 6 above, may be challenged in the grievance procedure, commencing at Step 2, subject to the determination whether the Employer's decision the employee has failed to comply with Section 6 above has a reasonable basis in fact.

Section 9: Rain Gear The City agrees to furnish rain gear for all City employees and to replace such rain gear once during each calendar year if needed. Prior to such replacement, the employee's existing rain gear should be turned in to his foreman for inspection and verification of the need for replacement.

Section 10: Boot Allowance The City shall reimburse full time employees covered by this Agreement for the purchase of safety boots every contract year. Reimbursement shall not exceed \$150.00 each year and is subject to proof of purchase.

Section 11: Shirts Each full time employee covered by this Agreement shall be supplied with 5 T-shirts each contract year.

ARTICLE 18

SAFETY

Section 1: The City shall not require employees to take out on the Wastewater Treatments or highways any vehicle that is not in safe operating condition or equipped with the safety appliances required by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment. All equipment which is refused because it is not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department had adjusted the complaint.

Section 2: Under no circumstances will an employee be required or assigned to engage in activity in violation of any applicable statute or court order or in violation of a government regulation relating to safety of person or equipment.

Section 3: It is recognized that the department head and the immediate supervisor in each department are responsible for insuring employee compliance with any safety rules and standards. Employees shall be obligated to comply with any safety rules and standards established for the job, and to cooperate with the department head and/or supervisor in order to insure the safe performance of every job.

ARTICLE 19

EMPLOYEES

Section 1: Probationary Period all employees shall be required to serve an initial probationary period of employment with the City of 60 days following their date of hire. The City shall retain the right to dismiss any probationary employee at any time without prior notice or assignment of specific reasons for dismissal, and no probationary employee or the Union shall have any rights or recourse under this Agreement. Upon successful completion of the probationary period, employees shall be credited with seniority from their last date of hire in the category; regular full-time, or regular part-time employee, for which the employee was hired.

All employees in this agreement that were City employees on July 31, 1993, are exempt of the probationary period.

Section 2: Residency Residency boundaries for employees covered under this Agreement shall be as follows:

Existing (hired prior to April 1, 2005) employees shall live within the following boundary; Interstate 474 (north), Springfield Road (east), Townline Road (south), and Manito Blacktop north from Townline Road to the Illinois River (west).

The southerly boundary shall be extended approximately 3 miles south, but for those employees living in this extended area; their call-in time begins when they report to the Wastewater Treatment Department garage.

New employees (hired after April 1, 2005) shall live within the Pekin City limits.

ARTICLE 20

PERSONNEL

Section 1: Inspection Inspection of employee's personnel file shall be in accordance with the Illinois Personal Records Act, Chapter 48, Section 2000 et. seq.

Section 2: Union Access An employee who is involved in a current grievance against the employer may designate in writing that a Union representative may inspect his or her personnel

file subject to the procedures incorporated in Section 6.1 of this Article.

Section 3: Employee Rights If an employee disagrees with any information contained in his or her personnel file, the employee may submit a written statement to be included in the file as authorized under the Act.

Section 4: The City will endeavor to maintain all personnel files at a central location to the extent as required by the Illinois Personal Records Act, Chapter 48, Section 2000. Further to the extent allowed by the Illinois Personal Records Act, department heads may maintain personnel records on employees under their direct supervision provided that the original records are maintained in the central location; and provided further, that every effort is made to assure the safe keeping and confidentiality of said records.

ARTICLE 21

UNION BUSINESS

Section 1: Inspections Authorized representatives of the Union shall have access to the City's facilities during regular working hours for the purpose of adjusting grievances, investigating working conditions, and observing operations or conditions under which employees are working. Prior to entering any facility not generally open to the public, the Union representative shall contact the department head or other supervisor in charge in advance to provide notice of entering such facility. The Union representative shall conduct his activity without interference to the operations of the City or the employees.

Section 2: Bulletin Board The City agrees the Union may install a bulletin board or boards at mutually agreeable locations to provide notice to employees of Union business. Postings by the Union shall be confined to such bulletin board(s), and to official Union business.

Section 3: Grievance Meetings Where the City is unable to schedule grievance meetings outside an employee's schedule; the City agrees to excuse a maximum of one (1) employee (either the Union's steward or the grievant) from duty with pay to participate in the grievance meeting so long as it is able to arrange coverage for the employee's job. The employee shall not be paid where the grievance meeting is scheduled outside his/her scheduled work hours, and shall only be excused from duty with pay for the period necessary to present the grievance to the City.

Section 4: Contract Negotiations Up to two (2) employees on the bargaining unit's negotiating team may be excused with pay from work to attend negotiating sessions dealing specifically with that union's contract proposals to the City. These employees will be excused with pay no more than one-half hour before the start of the negotiating session, and must report back to work no later than one-half hour after the end of the session, unless the session continues to one-half hour before the end of the individual's shift. Employees on the negotiating team participating in negotiations other than during their regularly scheduled working hours shall not be paid by the City for such time.

ARTICLE 22

SEPARABILITY AND SAVINGS CLAUSE

Section 1: Separability If any article or section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any riders thereto or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2: In the event that any article or section is held invalid by enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE 23

SALE OF ASSETS

Section 1: Subcontracting Where the City subcontracts or transfers work currently being performed by regular full or part-time employees, thereby eliminating the job(s) or position(s) held, the City will attempt to reassign affected employees to other vacant jobs within the bargaining unit for which they are qualified, or to place the affected employee(s) with the entity agreeing with the City to perform the subcontracted work. Where neither of these options occurs, the employee shall be placed on layoff subject to recall, or placed on terminal leave and provided one (1) week's pay for each year of service at the affected employee's normal weekly non-overtime earnings, in order to search for alternative employment prior to termination. It is understood that subcontracting or transferring work is subject to the prevailing rate. The paid terminal leave and the employment relationship shall terminate at the earlier of the employee's employment elsewhere, or the end of the terminal leave period.

ARTICLE 24

TRANSFER OF COMPANY TITLE OR INTEREST

Section 1: This Agreement shall be binding upon the parties hereto, their successors, administrators, and assigns. In the event an entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this contract. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, of the operation covered by the Agreement, or any part thereof. Such notice shall be in writing with a copy to the Union at the time the seller, transferee, or lessor executes a contract of transaction as herein described.

In the event the employer fails to give notice herein required and fails to require the purchaser, transferee, or lessee to assume the obligations of this contract, the Employer shall be liable to the

Union and to the Employees covered for all damages sustained as a result of such failure to require assumption of the terms of this contract.

ARTICLE 25

LUNCH PERIOD AND BREAKS

Section 1: Lunch Period Employees shall normally be entitled to a one-half (1/2) hour unpaid lunch period each workday. It is understood that plant conditions may occasionally require that employees work through their lunch period, and when this occurs employees will be paid for all time worked, including applicable overtime as specified in Article 13. The Company intends to provide employees with a lunch period each day unless prevented from doing so by immediate circumstances of an urgent nature.

Section 2: Breaks Employees will normally be permitted one (1) fifteen (15) minute paid break during each consecutive four (4) hour work period. If on specific occasions plant conditions require the employees' immediate and uninterrupted attention, however, any break normally taken during that time will be foregone without additional compensation. A break missed during a given four (4) hour work period may not be made up during a subsequent work period. The Company intends to provide employees with two (2) break periods each day unless prevented from doing so by immediate circumstances of an urgent nature.

Section 3: In the event an employee or employees is called in to work outside his normal shift and works 4 hours or more, said employee/employees shall be provided 1/2 hour lunch break to be paid at the applicable overtime rate.

THIS AGREEMENT shall be binding upon the successors or assigns of the parties hereto.

CITY OF PEKIN

By _____
Mayor

ATTEST:

By _____
City Clerk

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF
AMERICA, LOCAL UNION NO. 627**

By _____

ATTEST:

By _____

LETTER OF UNDERSTANDING

This Letter of Understanding regarding the establishment of a third (3rd) shift for peak shaving season is hereby entered into between the City of Pekin (Employer) and Teamsters Local Union 627 (Union) for the contract term August 1, 2009 through and including April 30, 2014.

It is hereby mutually agreed to between the parties hereto that the establishment of a third (3rd) shift for peak shaving season shall be as follows:

1. Peak Shaving season, currently established as June 1st through September 15th of a calendar year.
2. Third shift shall be from 10:30P.M to 7:00A.M., including one half-hour unpaid lunch, Monday through Friday.
3. Pursuant to Article 13, Section 1, a shift premium of \$1.00 per hour shall be paid to the employee who is assigned to the established shift, in addition to their applicable hourly rate of pay. This shift premium shall be used in calculating overtime, holiday pay, vacation pay, etc.
4. Assignment to the 3rd shift shall be offered by seniority, and if declined, the employee possessing the least seniority, shall be assigned to the shift.
5. In the event of the absence of the 3rd shift employee, other employees may be requested by seniority to cover said 3rd shift, if no employee volunteers, then the company shall assign the 3rd shift coverage to the least senior of the available employees. The employee covering 3rd shift shall be paid at his applicable overtime rate pursuant to Articles 12 and 13, however; the employee "covering" 3rd shift due to the absence of the regularly assigned 3rd shift employee, shall not be entitled to the shift differential premium, and would be required to work his regularly assigned shift.

CITY OF PEKIN

TEAMSTER LOCAL UNION 627

Date

Date



REQUEST FOR COUNCIL ACTION

To: Council Members

CC: Dennis Kief, Sue McMillan, Angie Evans, & City Attorney

From: Joe Wuellner

AGENDA ITEM: Application for Illinois Public Works Mutual Aid Network

AGENDA DATE REQUESTED: September 14, 2009

ACTION REQUESTED: Approve submitting application to join the Illinois Public Works Mutual Aid Network.

BACKGROUND: In conjunction with efforts to bring about a Unified Command support network for first responders in an emergency, members of the Public Works sections across the state have put together an association to put together this network. The idea behind this type of an organization is not new since it is modeled after the existing organizations that cover the Police (ILEAS) and Fire (MABAS) who support and assist this organization. IPWMAN is recognized by IEMA.

This is a totally voluntary organization and by becoming a member does not obligate us to respond to every call for help. The attached brochure is from their presentation to communities to encourage enrollment. Please let me know if you have any questions. The cost of membership is \$250 per year.

FINANCIAL IMPACT: Minimal impact can come from Public Works Memberships & Fees.

NEIGHBORHOOD CONCERNS: No neighborhood concerns but could be a great benefit should we have an emergency that exceeds our capabilities.

IMPACT IF APPROVED: we become a part of a large emergency response organization

IMPACT IF DENIED: we don't become a part of a large emergency response organization

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Quality of Life – help to restore things back to normal after an emergency.

REQUIRED SIGNATURES

Department Director

_____ Date

Finance Department

_____ Date

(Certification of Availability of Funds)

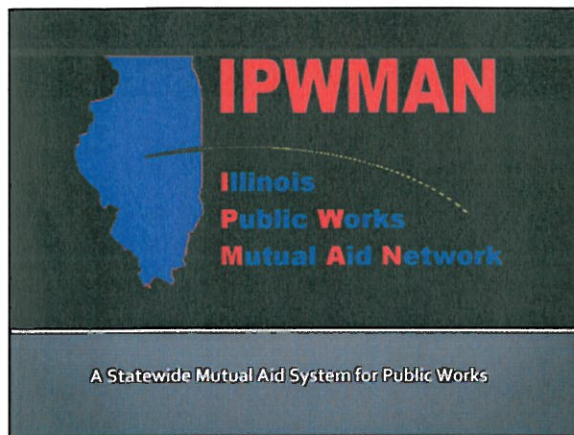
Corporation Counsel

_____ Date

(Certification of Review)

City Manager

_____ Date



It's a Fact

It's not a matter of if a disaster will strike.....

The only question is when.....

Are you prepared?

- Who has been hit by a disaster?
- Who used mutual aid during the disaster?
- Who used written mutual aid agreements?
- Who is now part of a signed mutual aid program?



Origins & Background

- Law & Fire – 30 year history
 - MABAS (Mutual Aid Box Alarm System)
 - ILEAS (Illinois Law Enforcement Alarm System)
- HSPD-8
- Enabling Legislation
 - Illinois Intergovernmental Cooperation Act
- Existing programs
 - Some programs managed by state government
 - Some states have sector specific programs
 - AWWA "WARN"
- Public works need a state wide mutual aid program
- Efforts initiated in 2005

July 2008 – A New Direction

- Reorganized effort to create IPWMAN
- Expanded core
- Multiple Partners
- Support/encouragement of other responders
 - IEMA
 - MABAS
 - ILEAS
 - IESMA
 - ITTF

IPWMAN Principal Goals

- Controlled and Managed by public works professionals
- Applicable to all sizes & types of PW operations
- Involve county and state EMA in development
- Formal deployment process
- NIMS compliant
- Multi-level, depending on size & type of emergency





Why Statewide Public Works Mutual Aid?



- By definition, disasters are typically beyond our capability to handle without outside assistance
- Most disasters will also affect our neighboring communities.
- As a first responder, Public Works will be involved in a disaster from the beginning of response until the end of recovery
- Public Works manpower is limited, therefore mutual aid is needed earlier in an incident
- Public Works must be self-sufficient. They don't always have the required resources to adequately respond
- You are on your own for the first 72 hours
- Other 1st Responders have systems already in place

Public Works and Emergency Management

Federal Directives after 9/11

- HSPD-5: Established the National Incident Management System (NIMS) and Incident Command System (ICS)
- HSPD-8: Expanded definition of 1st responders to include Public Works personnel

Illinois Public Works Mutual Aid Network is...

- A Statewide Mutual Aid System for Public Works agencies in Illinois – members can be.....
 - Municipal Public Works / Street Departments,
 - Townships / Unit Road Districts,
 - County Highway Departments,
 - Water, and Wastewater Agencies/Districts
 - Park Districts
 - Any public agency performing a public works function

IPWMAN Mission Statement

"It is the mission of the Illinois Public Works Mutual Aid Network (**IPWMAN**), in the spirit of intergovernmental cooperation, to develop and maintain a statewide network of public works related agencies whose principal purpose is to provide mutual aid response and recovery assistance to each other when confronted with natural or man-made emergencies and disasters."

Examples of How Mutual Aid Can Be Used During Disasters

Tornados/Wind Storms
Earthquakes



Flooding
Infrastructure Failures
Terrorism Events

Mutual Aid Partners Working Together



Benefits of IPWMAN

- All public works related agencies can be members
- Recognized by IEMA and other statewide mutual aid organizations
- Network maintains current, readily accessible listing of available resources
- Membership sets priorities and controls system

Benefits of IPWMAN

- Comprehensive, public works driven and lead training
- Standardized operating procedures for disaster response
- Quick and direct access to assets
- First 5 days support provided at no cost
- One agreement, simplified reimbursement

Benefits of IPWMAN

- Access to assets from all corners of Illinois
- Peace of mind knowing your community is part of network of resources that can assist during disaster.



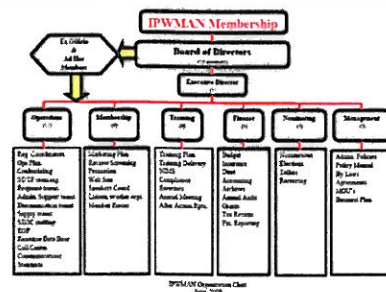
Mutual Aid Highlights

- Authority is provided under Illinois law
- One standard agreement signed by each member agency.
- Self renewing after first year with payment of dues
- Can cancel at any time
- No obligation to respond
- 12 hour minimum response guarantee
- Can recall resources at any time after first 12 hours
- Reimbursement after 5 days
- Non Exclusive

Mutual Aid Procedures

- Reimbursement
 - No charge to recipient for first five days
 - More than five days provider will be reimbursed by the recipient.
- If state or federal funds become available, IPWMAN response costs may be reimbursable.

IPWMAN Governance



Regions Identical to IEMA Regions

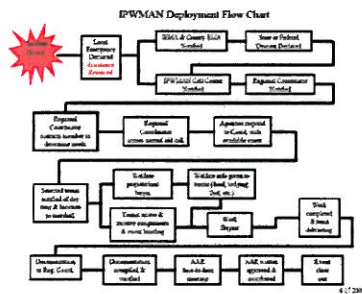
IPWMAN REGIONAL MAP



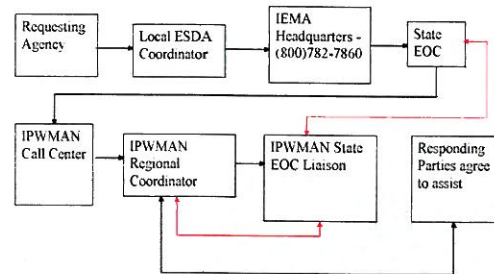
5 Levels of Deployment

- Neighbor to neighbor (local agreements)
- Regional (IPWMAN)
- Statewide (IPWMAN)
- As a State Asset (Reimbursable)
- EMAC (Reimbursable)

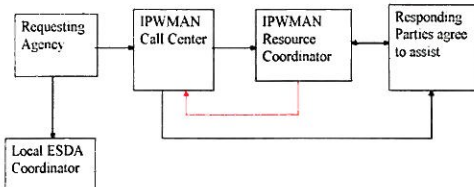
Deployment Flow Chart



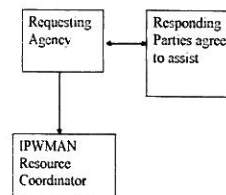
Mutual Aid Initiation – Disaster Scenario (Large Scale, Regional, or State Impact)



Mutual Aid Initiation – Local Emergency (Small Scale, Local Impact)



Mutual Aid Initiation – Local Assistance



Current Status

- Agreements & By-Laws completed
- Operations plan under development
- Legal matters (Incorporation, etc.) in progress
- Membership drive has begun
- Program is operational and we had our first deployment in May to Carterville, IL.
- Illinois Terrorism Task Force/State Resource
- Marketing underway

How much does it cost?

- **Member fees support**
 - Dispatch center
 - Maintenance of resource lists
 - Insurance, etc.
 - No personnel costs
- **Fees are based on population served**
 - Under 15,000 -- \$100 per year
 - 15,001 to 75,000 -- \$250 per year
 - Over 75,000 -- \$500 per year

First Deployment – Carterville May 17, 2009

AGENCY	NUMBER OF PERSONNEL	EQUIPMENT	
CITY OF CHAMPAIGN	7	4 – DUMP TRUCKS WHEEL LOADER PICKUP	
CITY OF MACOMB	2	2 – DUMP TRUCKS	
STEPHENSON COUNTY	5	3 – DUMP TRUCKS SKID LOADER 1 TON TRUCK WITH FUEL TANK AND TOWS LOWBOY TRACTOR AND TRAILER	
CITY OF URBANA	8	4 – DUMP TRUCKS 1 TON TRUCK WITH BRUSH CHIPPER SUBURBAN	
VILLAGE OF VILLA PARK	2	GRAPPLE TRUCK PICKUP	
VILLAGE OF WAUCONDA	2	1 – DUMP TRUCK	

What we accomplished

DATE	NUMBER OF TRUCK LOADS	CUBIC YARDS
MAY 18	151	2020
MAY 19	168	2250
MAY 20	140	1865
MAY 21	122	1665
TOTAL	581	7800



2009 Goals

- Complete organization & incorporation
- Recruit 125 member agencies statewide
- Negotiate agreements with IEMA
 - Illinois Terrorism Task Force
 - IEMA State Asset
- Develop training program
- Plan tabletop training exercise – Fall/Winter 2009.
- Develop robust, interactive web site
- Seek grant funding for IPWMAN to provide support for operations, equipment, training, etc.

A few reminders

- No community is too large or too small to need help in a disaster
- No community is too small to help... If you can spare one truck and one person – you can help!!!
- When disasters strike, assistance may not be available locally or regionally
- IPWMAN is the first organization of its kind in the U. S.

How can I become a member?

1. Visit the web site (www.ipwman.org) & download agreement, instructions & model ordinance
2. Download FAQ's
3. Let IPWMAN know you are considering membership
4. Complete agreement & ordinance and have approved by governing authority
5. Send signed agreement and check for proper amount to IPWMAN
6. Send written verification that resource list has been submitted to local county emergency management agency

First annual IPWMAN Annual Conference

1. October 22, 2009 – Springfield, IL
2. Panel discussions with MABAS, IDOT, ILEAS, IESMA
3. Lessons Learned from Carterville
4. Business Meeting
5. Lots of networking opportunities
6. If you join now, reduced fees for 2010

Next steps....

- Review the website and start the membership process.
- Notify IPWMAN if you are interested in serving on a committee. Lots of opportunities to get involved in developing the program!
- Help promote IPWMAN throughout the Public Works network.
- Meet with your local EMA coordinator to learn their role in a disaster.
<http://www.state.il.us/iema/contacts/pdfs/esdacoordinators.pdf>
- Continue NIMS/ICS training.
<http://www.training.fema.gov/>
- Take advantage of local, county, state training opportunities related to emergency management.
<http://www.state.il.us/iema/training/Training.htm>

Swine Flu



- Stay current with latest information on Swine Flu
 - <http://www.cdc.gov/swineflu/>
 - <http://www.state.il.us/iema/>
 - <http://www.idph.state.il.us/>
 - <http://www.who.int/en/>

Questions????



Email: info@ipwman.org
Website: www.ipwman.org

Thank you....



Contact Information:
Tammy Bennett, P.E.
1610 Broadmoor Drive
Champaign, IL 61821
Phone: 217-353-7336
Email: tbennett@foth.com

What is IPWMAN?

IPWMAN is a state-wide network of public works agencies organized to respond in an emergency situation when a community's or region's resources have been exhausted. For a long time, public works agencies have assisted other public works agencies on an informal basis in times of need. IPWMAN is a mutual aid network designed to efficiently direct resources to areas in need when necessary.



Officers for the Interim Board of Directors for IPWMAN

President: Rick Marley
Director of Engineering and Infrastructure
City of Decatur

Vice President: Chris Isbell
County Highway Engineer
Stephenson County

Secretary/ Treasurer: Barb Stiehl
Assistant to the Director
City of Urbana



How to Join?

Mail your request for a membership packet to:

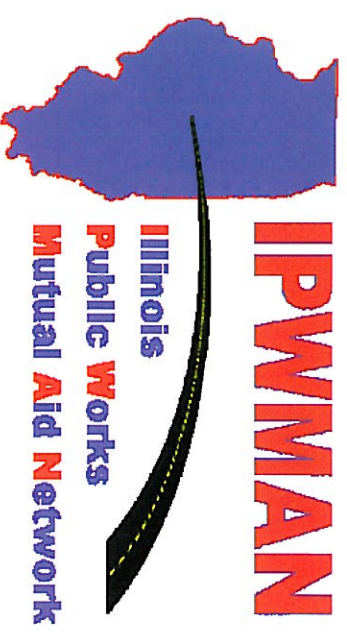
*Illinois Public Works Mutual Aid Network
1701 East Main Street
Urbana, Illinois 61802*

or

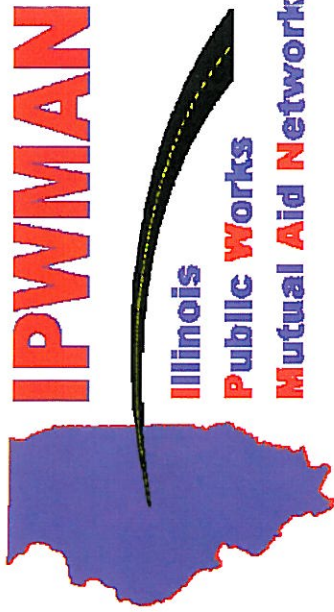
*Visit our website:
www.ipwman.org*

or

*For more information, contact us at:
info@ipwman.org*



No community is too small to be able to offer assistance; no community is too large to ask for help.



Mission Statement for IPWMAN

It is the mission of the Illinois Public Works Mutual

Aid Network (IPWMAN), in the spirit of

intergovernmental cooperation, to develop and maintain

a statewide network of public works related agencies

whose principal purpose is to provide mutual aid

response and recovery assistance to each other when

confronted with natural or man-made emergencies and

disasters.

Who Can Join?

- Municipal Public Works Departments
- Public Water Agencies
- Public Waste Water Agencies
- Township Road Districts
- Unit Road Districts
- County Highway Departments
- Sanitary Districts
- Other Governmental Entities
- Performing Public Works Functions

Benefits of IPWMAN

- IPWMAN will offer comprehensive public works training assistance.
- IPWMAN will provide grant funding assistance.
- IPWMAN provides a network of diverse resources that will be efficiently directed to agencies before, during and after a disaster.
- The state-wide mutual aid program helps communities prepare and train to respond to disasters.
- IPWMAN affords opportunities for agencies to learn from others' experiences.
- Communities will have opportunities to become NIMS-compliant.
- Mutual aid agreements signed prior to emergency situations aid communities when applying for state and/or federal reimbursement.
- Initial assistance is provided without charge to the community.





REQUEST FOR COUNCIL ACTION

To: Council Members

CC: Dennis Kief, Sue McMillan, Angie Evans, & City Attorney

From: Joe Wuellner

AGENDA ITEM: Agreement with Hanson Professional Services for Court St./Mall Entrance Traffic Signal Upgrade

AGENDA DATE REQUESTED: September 14, 2009

ACTION REQUESTED: Approve agreement with Hanson to provide drawings and specifications to upgrade the traffic signals at Court St. and Mall Entrance

BACKGROUND: Last winter we started experiencing electrical issues with the signals at the Court and Mall Entrance intersection. Fortunately at that time they were able to piece things back together to keep the signals working but the electrician and IDOT technicians stated the system has outlived its useful life and is in need of upgrades. This signal though on the state highway is 100% the responsibility of the City and therefore we must bear the cost of the upgrade. I contacted Hanson to provide a quote to prepare the drawings and specifications and to work with IDOT to ensure everything will meet with their requirements. Their quote is a not to exceed \$9,000 to get us everything needed to go out for bids. I am requesting that you recommend this agreement so we can get this work done before winter since it seems that is when they generally start failing.

Funding will be from the Street Funds that were originally allocated for the maintenance program this year but not needed utilized due to the upcoming stimulus work.

FINANCIAL IMPACT: \$9,000

NEIGHBORHOOD CONCERNS: Improve the reliability of the signals at the Mall Entrance

IMPACT IF APPROVED: Get the signals repaired before winter and the heavy shopping season

IMPACT IF DENIED: Signals stay as they are and we hope they don't fail again like last year

ALTERNATIVES: Don't do the project or so it on a time and materials basis which would more than likely prove very costly.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation – Quality of Life

REQUIRED SIGNATURES

Department Director

Joseph Whelan

8/28/09

Date

Finance Department

Angela Evans

8-28-09

(Certification of Availability of Funds)

Date

Corporation Counsel

(Certification of Review)

Date

City Manager

Date

Professional Services Agreement

C09L0150

This Agreement is made this 21st day of August, 2009 between The City of Pekin, subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson."

By joining in this Agreement, Client retains Hanson to provide professional services in connection with Court-Mall Signals, subsequently referred to as "Project."

By this Agreement, the scope of Hanson's services on Project is limited to that described in Attachment A.

The attached General Conditions (C-S) Rev. 2 are incorporated into and made a part of this Agreement.

Client agrees to compensate Hanson for providing the above services in the manner described in Attachment B.

Client and Hanson hereby agree to and accept the terms and conditions stated above, including terms and conditions stated in the attached General Conditions, the receipt of which is acknowledged.

Hanson Professional Services Inc.

Client

By: *Lucinda A. Jones*

By: _____

Title: Regional Vice President

Title: _____

Date: August 26, 2009

Date: _____



Professional Services Agreement
C09L0150
Attachment A – Scope of Services

Agreement Date: August 21, 2009

Project: Court-Mall Signals

Project Description:

Traffic Signal Replacement Design

Services:

The Scope of Services to be provided is limited to the following:

1. Create Basemaps
 - a. From aerial Photo
 - b. Field Check
2. Layout preliminary signals in accordance with MUTCD and IDOT standards, including new controller and detector loop locations.
3. Submit preliminary signal and interconnect layout to City of Pekin and IDOT for approval.
4. Revise signal layout per comments.
5. Produce final signal and interconnect construction plans, with quantities and specifications and submit to the City of Pekin and IDOT for final approval.
6. Attend one (1) meeting with City and/or IDOT.
7. Temporary signals and construction observation are not included in this scope of services.



Professional Services Agreement

C09L0150

Attachment B – Charges for Services

Agreement Date: August 21, 2009

Project: Court-Mall Signals

Basis of Charges:

Charges for professional services performed by our firm for all services listed in the Scope of Services will be made on the basis of Hanson's direct labor costs times a factor of 3.0, plus expenses. Billings will be issued at least monthly, and will be based upon total services completed and expenses incurred at the time of the billing.

Estimate of Cost:

It is estimated the total cost to accomplish the Scope of Services for this project will be \$9,000. Hanson agrees not to exceed \$9,000 without prior notification to the Client



General Conditions

Hanson Agreement: C09L0150

Agreement Date: 8-21-09

Project Name: Court-Mall Signals

1. Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

2. Termination: This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

3. Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold harmless HANSON from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

4. Standard of Care: Services performed by HANSON under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

5. General Liability Insurance and Limitation: HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, HANSON agrees to indemnify and save CLIENT harmless from any loss, damage or liability arising directly from any negligent act or omission by HANSON. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

6. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

7. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited

to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

8. Contingency Fund: The Client and Hanson acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against Hanson or subcontractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

LAL
9. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services rendered on the Project, whichever is greater. This limitation pertains to HANSON and its employees, and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against Hanson and its associated impact on services, schedules, and compensation. Absent CLIENT's written

LAL

~~notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.~~ *LAL*

10. Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

11. Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completions. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date HANSON's services are completed or terminated. *FINAL LAL*

12. Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation.

13. Authority and Responsibility: HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

14. Right of Entry: CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not the responsibility of HANSON.

15. Utilities: CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless

LAL
from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. ~~CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.~~

16. Job Site: Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. HANSON will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

17. Opinions of Cost: Since HANSON has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

18. Shop Drawing Review: CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

19. Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party.

20. Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

21. Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

22. Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

23. Entire Agreement: This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

24. Modification to the Agreement: CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

25. *Governing Law:* This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.



REQUEST FOR COUNCIL ACTION

To: Council Members

CC: Dennis Kief, Sue McMillan, Angie Evans, & City Attorney

From: Joe Wuellner

AGENDA ITEM: Agreement with Hanson Professional Services to do Traffic Demand Model for El Camino Dr.

AGENDA DATE REQUESTED: September 14, 2009

ACTION REQUESTED: Approve agreement with Hanson to provide Traffic Demand Model for proposed El Camino Extension

BACKGROUND: Several years ago we submitted to PPUATS the project to extend El Camino Drive from its current termini through to S. 5th. We were fortunate enough to receive \$560,000 for the construction in FY2012. With that being only 3 years away and the fact that this project being totally new roadway, the design process will require an Environmental Assessment so we need to start now. The traffic demand model data is something new that is required to justify projects so we need to get this going first. During this process they will also be looking at the possible extension of Petri to S. 14th to see which one is the best fit. This information will help us decide which one to build first since we have submitted Petri for future funding. Both of these projects will help improve connectivity from the Sunset Hills area to IL Route 29, the Riverway Business Park, and the future Park District park while decreasing the amount of traffic that goes by Wilson School.

This proposal is for \$2,500. Funding will be from the Capital Fund for survey.

FINANCIAL IMPACT: \$2,500

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Get the data necessary to justify the two proposed extensions

IMPACT IF DENIED: No data for project justification

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation – Quality of Life

REQUIRED SIGNATURES

Department Director

Joseph Wallen

8/28/09

Date

Finance Department

Angel Evans

8-28-09

(Certification of Availability of Funds)

Date

Corporation Counsel

(Certification of Review)

Date

City Manager

Date

The Scope of Services is modified as follows:

1. Review information, including roadway alignment and intersection locations, from the Existing + Committed Network regarding El Camino Drive in the Tri-County Travel Demand Model.
2. Complete two (2) transportation and land use model runs for the Existing + Committed Network introducing the two options for El Camino Drive in 2012 with a horizon year of 2032.
3. Traffic Analysis Zone boundaries will not be reviewed and modified at this time.
4. Provide targeted quality control checks of the socioeconomic data to be generated by LEAM model.
5. Review Traffic Analysis Zone loading locations and results from the transportation model. This includes completing two LEAM model runs and two transportation model runs.
6. Prepare and submit exhibits outlining traffic volumes and land cover results to the Tri-County Regional Planning Commission and the City of Pekin.
7. Address comments from the Tri-County Regional Planning Commission and the City of Pekin and complete up to one (1) additional model run in response to comments.

The following items are not included in the Scope of Services, but can be provided on a time and material basis:

1. Additional meetings not identified in scope items 1-7 above;
2. Any special generators or comprehensive plan inputs into LEAM.
3. Any changes to the Existing + Committed Network in the Tri-County Regional Travel Demand Model not identified in scope items 1-7 above.

The Schedule for the Services is modified as follows:

This work is to be completed within two weeks of receiving Notice to Proceed.

The Cost of Services is \$2,500.



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 3, 2009

AGENDA ITEM: Resolution Providing For A Feasibility Study On The Designation Of the IPC TIF

AGENDA DATE REQUESTED: September 14, 2009

ACTION REQUESTED: Approval of Resolution

BACKGROUND: This is the first follow-up action on the Proposed Industrial Park Conservation Area TIF District. This first task for the South IPC TIF Area is an Inducement Resolution. The resolution states the City's intent to establish this TIF. It also explicitly states that the boundary shown on the attached exhibit is general in nature and subject to change.

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: No change in current zoning nor proposed Land Use

IMPACT IF APPROVED: IPC TIF created for up to 23 years in Riverway Business Par

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

Finance Department

(Certification of Availability of Funds)

Corporation Counsel

(Certification of Review)

City Manager

RESOLUTION NO. _____

**RESOLUTION PROVIDING FOR A FEASIBILITY STUDY ON THE
DESIGNATION OF A PORTION OF THE CITY OF PEKIN AS A
REDEVELOPMENT PROJECT AREA
AND
TO INDUCE DEVELOPMENT INTEREST
WITHIN SUCH AREA**

WHEREAS, the City of Pekin (the "City") is authorized under the provisions of the Illinois Tax Increment Allocation Redevelopment Act, *65 ILCS 11-74.4-1, et seq.* (the "Act"), to finance redevelopment project costs in connection with redevelopment project areas established in accordance with the conditions and requirements set forth in the Act; and

WHEREAS, pursuant to the Act, to implement tax increment financing (TIF), it is necessary for the City to adopt a redevelopment plan and redevelopment project, designate a redevelopment project area on the basis of finding that the area qualifies pursuant to statutory requirements, and make a finding that the redevelopment project area on the whole have not been subjected to growth and development through private enterprise and would not reasonably be anticipated to be developed without the adoption of a redevelopment plan, which plan contains a commitment to use public funds; and

WHEREAS, the City desires to undertake a feasibility study to determine whether findings may be made with respect to an area of the City, generally described herein, which may be designated as a redevelopment project area or an amendment to an existing redevelopment project area, to qualify the area, or amended area, as an "industrial park conservation area" as defined in the Act, and other research necessary to document the lack of growth and development through private enterprise; and

WHEREAS, the exact extent and boundaries of the redevelopment project area are not precisely defined at this time but the area being considered is generally delineated on Exhibit A attached hereto, and that the actual redevelopment project area to be established may contain more or less land than that shown on Exhibit A; and

WHEREAS, the City has retained Peckham Guyton Albers & Viets, Inc. of 200 North Broadway, Suite 1000, St. Louis, Missouri 63102, to undertake such feasibility study to: (a) determine if all or a portion of the proposed TIF area qualifies under the Act; (b) prepare the requisite redevelopment plan; and (c) assist with the process of review and approval of said redevelopment plan; and

WHEREAS, the City will be expending certain funds to determine eligibility of the proposed redevelopment project area and to prepare the required redevelopment plan if the City decides to implement tax increment financing for all or a portion of the proposed TIF area; and

WHEREAS, the City may expend other funds in furtherance of the objectives of the anticipated redevelopment plan; and

WHEREAS, it is the intent of the City to recover these expenditures from first proceeds of the TIF program, if established; and

WHEREAS, the City wishes to encourage developers and property owners to pursue plans for the redevelopment of the area and make such expenditures as are reasonably necessary in that regard with confidence that said expenditures may be allowable redevelopment project costs under the plan once adopted and subject to a redevelopment agreement between the City and the developer and/or property owner; and

WHEREAS, the purpose of the proposed redevelopment plan and project is to generate private investment in the targeted area, thereby providing needed job opportunities and provide for the long-term sound growth of the community; and

WHEREAS, tax increment allocation financing utilizes the increase in real estate taxes ("tax increment") resulting from the increase in value of properties located in a redevelopment project area to pay for certain redevelopment project costs as provided for in the Act; and

WHEREAS, given that none of the purposes of the proposed redevelopment plan or proposed redevelopment project area is not reasonably expected to result in the displacement of residents from ten (10) or more inhabited residential units within the area, the feasibility study is not required to include the preparation of any housing impact study as described in Section 11-74.4-4.1 (b) of the Act.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin, Illinois as follows:

1. That the City Council hereby finds that all of the recitals contained in the preamble to this Resolution are true, correct, and complete, and said recitals are hereby incorporated by reference hereto and made part hereof.

2. That the City Council has examined the proposed area and circumstances and at this time believes that it is reasonable to believe that a tax increment financing plan can be adopted for said area and expenditures of development costs in furtherance of the plan and potential development should be allowable project costs under the plan, provided that this resolution is not a guarantee that any such plan will be adopted, but rather an expression of the intent of the City at this time.

3. The person to contact for additional information about the proposed redevelopment project area and who should receive all comments and suggestions regarding the redevelopment of the area shall be:

Mr. Dennis Kief
City Manager
City of Pekin
111 South Capitol Street
Pekin, IL 61554
Telephone: (309) 477-2300

PASSED this _____ day of _____ 2009.

YEAS: _____

NEAS: _____

ABSENT: _____

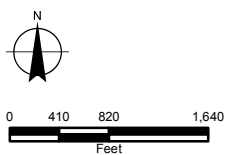
ABSTAIN: _____

Rusty Dunn, Mayor

ATTEST:

Sue McMillan, City Clerk

Attachment: Exhibit A – South IPC TIF Study Area



JULY 2009

Exhibit A
Proposed South Industrial Park Conservation Area
City of Pekin, IL

PGAVURBANCONSULTING

ORDINANCE NO. 1462-A 292 – 09/10

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 3, SECTION 3 F.
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING SPEED LIMITS SHERIDAN ROAD**

WHEREAS, the Code of the City of Pekin 1995 was adopted on April 10, 1995, and duly published in book form;

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and function pertaining to its government and its affairs; and

WHEREAS, it is in the best interests of the safety and welfare of the residents of the City of Pekin, Tazewell County, Illinois that the speed limits on Sheridan Road from California Road to California Road E. be decreased from 45 mph to 35 mph; and

WHEREAS, per recommendation of the Traffic Safety Committee at the meeting of September 4, 2009, the City Council has determined that it is in the best interests of the City to amend the Traffic Code regarding authorized speed limits.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS:

1. That Title 8, Chapter 3, Section 3. F. be amended by adding the following designated Speed Limits:

Control	Speed	On Street	At or From	To	Direction
Speed	35 mph	Sheridan Road	California Road	California Road E	EW Ord. No. 1462-A292

BE IT FURTHER ORDAINED that all other parts of the Code of the City of Pekin 1995 as

amended except as modified herein are hereby reaffirmed and ratified and are in full force and effect.

BE IT FURTHER ORDAINED that all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage, approval and publication as required by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2009; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2009.

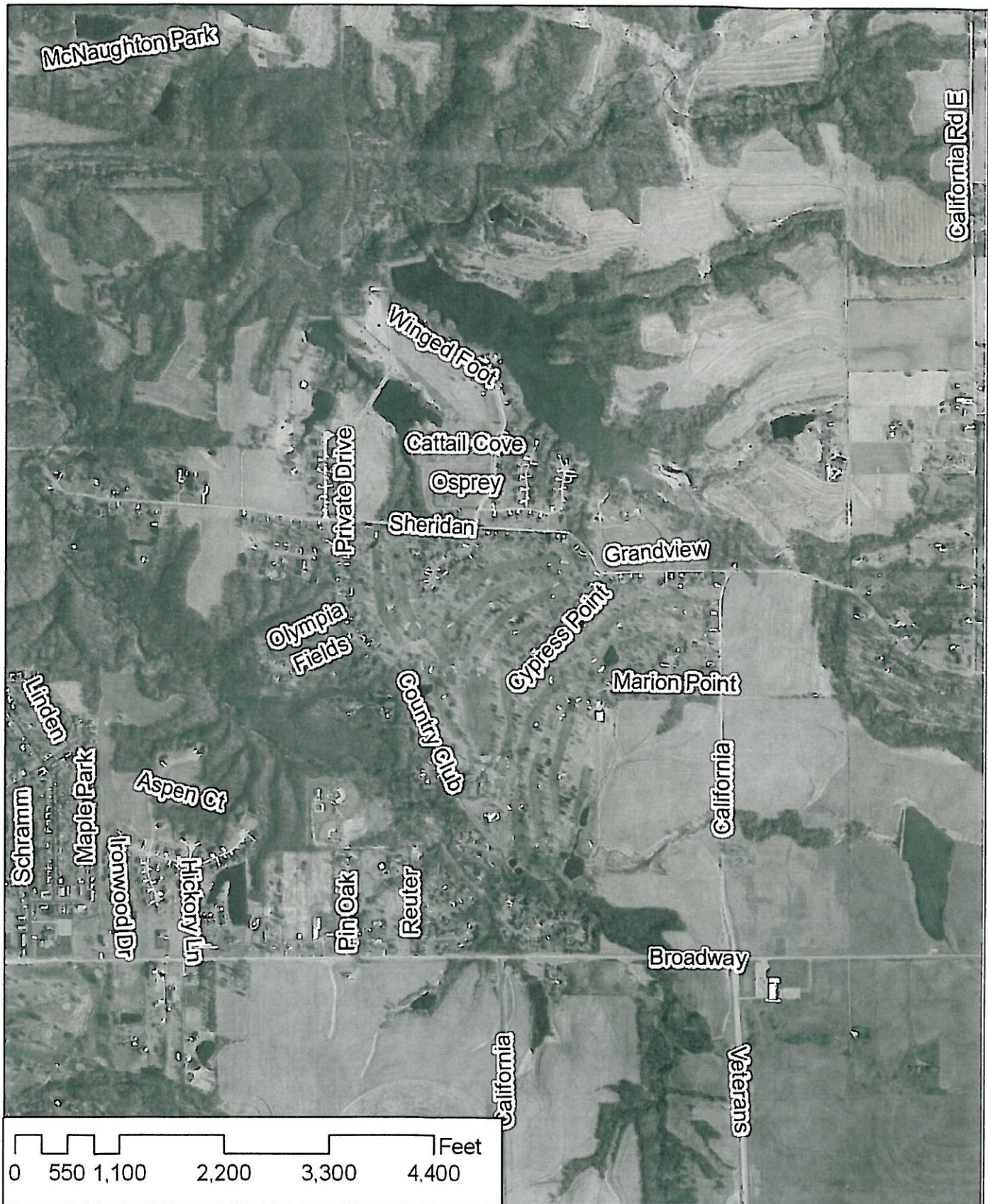
Mayor

ATTEST:

City Clerk



Sheridan between; California and California Rd E.



Control	Speed	On Street	At or From	To	Direction
Speed	20 mph	Market Street	N. Nineteen Street	East End	EW
Speed	20 mph	N. Nineteenth St.	Broadway Road	Market Street	S
Speed	20 mph	N. Twentieth Street	Broadway Road	Market Street	N
Speed	20 mph	Park Avenue	Court Street	12 th Street	EW
Ord. No. 1462-A276					
Speed	35 mph	Broadway Road	N. 14 th Street	California Road	EW
Ord. No. 1462-A288					
Speed	35 mph	Court Street	S. Ninth Street	Valle Vista Blvd	EW
Speed	35 mph	N. Eighth Street	Chestnut Street	Coolidge Drive	NS
Speed	35 mph	S. Second Street	Derby Street	Koch Street	NS
Speed	35 mph	S. Fourteenth Street	Rosemary Street	Koch Street	NS
Speed	35 mph	Parkway Drive	Broadway Road	Velde Drive	NS
Ord. No. 1462-A266					
Speed	35 mph	VFW Road	Route 29	IC Railroad	EW
Speed	40 mph	Ann Eliza Street	N. Second Street	Bridge	West
Speed	40 mph	Court Street	Valle Vista Blvd	Barney Avenue	EW
Speed	40 mph	Margaret Street	Bridge	N. Second Street	East
Speed	40 mph	N. Eighth Street	Coolidge Drive	Past Sacred Hrt. Ce.	NS
Speed	40 mph	Parkway Drive	Velde Drive	Northern City Limit	NS
Ord. No. 1462-A266					
Speed	45 mph	Broadway Road	California Road	Veterans Drive	EW
Ord. No. 1462-A288					
Speed	45 mph	Court Street	Barney Avenue	Veterans Drive	EW
Speed	45 mph	S. Fourteenth Street	VFW Road	Rosemary Street	NS
Speed	45 mph	S. Second Street	Manito Blacktop	Koch Street	NS
Speed	45 mph	VFW Road	S. Fourteenth Street	900' E of S. Fourteenth Street	EW
Speed	45 mph	Veterans Drive	Court Street	Broadway Road	NS
Ord. No. 1462-A214					
Speed	50 mph	Court Street	Veterans Drive	Eastern City Limit	EW
Speed	50 mph	N. Eighth Street	Past Sacred Hrt. Ce.	Northern City Limit	NS
Speed	50 mph	S. Second Street	Southern City Limit	Manito Blacktop	NS
Speed	55 mph	Ann Eliza Street	Bridge	Levee Road	West
Speed	55 mph	Margaret Street	Levee Road	Bridge	East

(deleted Ord. No. 1462-A200 10/14/02 on 10/22/07) (deleted 1462-A180 on 11-13-00) (1462-A290-09/10 failed 06/22/09)

- G. Speed Limits in School Zones. No person shall drive a motor vehicle at a speed in excess of twenty (20) miles per hour while passing a school zone or while traveling upon any public thoroughfare on or across which children pass going to and from school during school days when school children are present.

ORDINANCE NO. 1462-A293 - 09/10

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 4, SECTION 1. D
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING NO PARKING SCHEDULE
CUL-DE-SACS**

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and function pertaining to its government and its affairs; and

WHEREAS, the Code of the City of Pekin 1995 was adopted on April 10, 1995, and duly published in book form; and

WHEREAS, the Traffic Safety Committee addressed parking concerns in cul-de-sacs at the Traffic Safety Meeting of September 4, 2009; and

WHEREAS, the Traffic Safety Committee recommends to Council to consider no parking in cul-de-sacs with a radius of less than or equal to 100 ft., and

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the Traffic Code NO PARKING SCHEDULE

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS:

1. That Title 8, Chapter 4, Section 1. D, be amended by deleting the existing No Parking Schedule dated August 24, 2009 in its entirety, and inserting the No Parking Schedule dated September 14, 2009 attached hereto and incorporated herein by this reference.

BE IT FURTHER ORDAINED that all other parts of the Code of the City of Pekin 1995 as amended except as modified herein are hereby reaffirmed and ratified and are in full force and effect.

BE IT FURTHER ORDAINED that all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage, approval and publication as required by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2009; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2009.

Mayor

ATTEST:

City Clerk

MEASUREMENT OF ALL CUL-DE-SACS IN PEKIN

Measurements were taken using a measuring wheel. The diameters of the cul-de-sacs were from curb to curb or from the edge of the pavement to the edge of the pavement. All measurements were rounded up to the nearest foot and are within plus or minus two feet of accurate, due to either obstructions in the measuring or simply not running through the exact middle of the radius. All the data was compiled by the Pekin Fire Department.

STREET	MEASUREMENT
5 th	47
7 th	78
8 th	50
Alameda	80
Alfs	80
Alhambra	79
Amber	80
Anderson	80
Aspen	80
Autumn	80
Autumn Ridge	80
Black Oak	81
Brentwood	80
Briarcliff (E)	80
Briarcliff (W)	84
Brooklawn	80
Cand-Lind	83
Cape	80
Cattail Cove	80
Circle	93
Cordova	78
Crimson	80
Delaware	80
DeSoto	80
Dogwood (N)	80
Dogwood (S)	78
Dominion	84
Donna	34
Eagle Bend	78
East Shore	56
Eisenhower	80
El Camino (E)	33
El Camino (W)	80
Fenley	80
Fox Point	83
Frontage	94
Gale	80
Galvin	80
Georgetowne	89
Grandlake	100
Grandview (E)	100
Grandview (W)	100
Grove Place	80
Hardt	80
Hickory	80
High Point	79
Hillside	80
Holly	100

STREET	MEASUREMENT
Hope	80
Jefferson	59
Jessica	83
Joan	50
Lakecrest	80
Liberty	80
Lisa	76
Mariana	80
Markel	60
Maryland	80
Memorial	76
Monticello	80
Mt. Vernon	80
Nighthawk	78
Northlake	81
Oak Hill	93
Oakwood Ct.	80
Park Ridge	80
Pecan	100
Pilgrim	76
Pioneer	78
Point East	80
Potomac	89
Renshaw	63
Reuling	49
Richardson	49
Scenic View	80
Sierra	80
St. Clair (N)	95
St. Clair (S)	80
Sunny Ridge	80
Thrush	46
Timber	80
Tripp-Zach	83
Truman	80
Valencia	78
Valle Vista	80
Vicksburg	80
Vienna	80
Vista Del Rio	80
Vista Grande Ct.	78
Wildwood Ct.	80
Wildwood Dr.	84
Windsor	80





Alhambra Ct.

Briarcliff Ct

Alhambra Ct

Briarcliff

Greenbrook

Cherry

Brooklawn Ct

Brookview Ter.

Tazewell

Sunrise

Brooklawn

Cherry Ln

Brookview

Glenview

Sunset







