



City of Pekin

AGENDA

**REGULAR COUNCIL MEETING OF JULY 11, 2005
5:30 P.M.**

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

**III. (AMEND TO ADD PROCLAMATION ST. JOSEPH CONSENT #6)
APPROVAL OF AGENDA**

IV. APPROVAL OF MINUTES
Regular Council Meeting of June 27, 2005

V. PUBLIC INPUT ON AGENDA ITEMS

VI. CONSENT AGENDA

1. Receive and File Monthly Reports: Police, Wastewater Treatment, Safety Committee, Liquor Committee, LADD, and T/PCCC
2. Proclamation: Stepfamily Day September 16, 2005
3. Receive and File Easement for Highway Purposes from Pekin Park District – 14th Street
4. Receive and File Petition for Annexation from Gary Allen Deerfield Section 4
5. Receive and File Police Awards:

Chuck Barth	Rick Von Rohr	Brad Quisenberry	Jeff Stolz
Seth Ranney	Steve Fitzanko	Andrew Thompson	Thomas Pennell
Bradd Elliott	Jeffrey Richardson		

AMEND 6. Proclamation: “St. Joseph Parish Military Service Day”

VII. COMMUNICATIONS, PETITIONS, REPORTS

Report from Manager on Elected Officials Policies

(DK)

Public Hearing - Authorizing the Vacation of Portion of Front Street and Portion of Elizabeth Street

(JW)

VIII. NEW BUSINESS

1. Ordinance No. ~~1462-A234~~ Amending the Traffic Code of the City of Pekin Regarding Traffic Safety Committee Structure (TB)
Correct # **Ordinance No. 2439 Amending Boards and Committees -Title 2, Chapter, Chapter 13, Section 1**
2. Agreement with Teamsters for Wastewater Treatment Plant (DK)

IX. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Public Questions

Press Time

X. EXECUTIVE SESSION

Personnel – Employment of a Specific Employee of the Public Body 5 ILCS 120/2 (c) 1.

Collective Bargaining 5 ILCS 120/2 (c) 2.

XI. ADJOURNMENT

IX. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

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Collective Bargaining 5 ILCS 120/2 (c) 2.

XI. ADJOURNMENT

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF THE CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, JUNE 27, 2005 AT 5:30 O'CLOCK P.M.
LYNDELL N. HOWARD * MAYOR * PRESIDING**

PRESENT: COMMISSIONERS, BLANCHARD, MADDOX, DAGIT, AND JONES

ABSENT: NONE

The **Pledge of Allegiance** was led by Lee Ann Meinhold

Roll was called and all commissioners were present.

Agenda

Motion by Com'r. Jones, seconded by Com'r. Maddox, that the **agenda be amended by adding under Consent Agenda #9 Proclamation: Clyde and Irene Day and by deleting under New Business #10 Ordinance No. 2439 Authorizing Amendment to Development Agreement with Dragon's Dome.** On roll call vote, all present voted Aye.

Motion by Com'r. Jones, seconded by Com'r. Maddox, that the agenda be **approved as amended.** On roll call vote, all present voted Aye.

Motion by Com'r. Jones, seconded by Com'r. Dagit, that the **Minutes of the Regular City Council Meeting of June 13, 2005 be approved as written.** On roll call vote, all present voted Aye.

Public Input on Agenda Items

Representatives from taxing bodies and residents of proposed TIF III District were in attendance to express opposition to the items of New Business establishing Tax Increment Financing. John Richmond Director of Alpha Park Public Library District submitted a Resolution for united opposition of the Board of Trustees. Special Meeting Minutes, Friday, June 24, 2005 were received by Council and submitted to the records. Gary Thomas Supervisor Hollis Township presented signed petition from 1147 residents of Peoria County objecting to the creation of the proposed Pekin TIF District No. 3 in Hollis Township – Peoria County the document was received for the record by the Clerk.

Attorney Brian Addy spoke in opposition for tax payers that the City was offering Mr. Griffin, President of the Dragon's Dome, the a compromise by considering an amendment to the Developer Agreement allowing extension of time to install a fire suppression system to the Dome until September 30, 2005 and a separate amendment to pay one-half of the \$25,000.00 to purchase the booster pump.

Garnet Meischner, 14001 Janssen also addressed the Dome issues.

Michael Thomas summarized the process that Mountain Mudd, Inc. followed and the resulting actions of the Planning Commission, Board of Appeals, Traffic Safety, and Council over the last year in the company's desire to locate a kiosk coffee building in the parking lot of County Market. He asked that Council disregard the recommendation of the PPC an allow the business to be located at the corner of Parkway and UAW. Bill Leman representing the owners of County Market addressed Council.

Ron Faichney expressed his opposition to Council consideration of participating in purchase of a pump for the Dome structure.

Consent Agenda

City Clerk Sue McMillan presented the following items under consent Agenda.

Motion by Com'r. Jones, seconded by Com'r. Blanchard, that the Consent Agenda be **approved as presented**

1. Receive and File Monthly Reports: Building and Finance
2. Resignation Don Nell from Liquor Commission
3. Receive and File Tax Increment Financing Redevelopment Plan and Project
4. Receive and File Recommendation and Written Report of the Joint Review Board Redevelopment Plan Proposed Industrial Park Conservation Area
5. Receive and File Liquor Commission Minutes Dated June 9, 2005
6. Receive and File Liquor Commission Recommendations:
 - a. #2-2005 – approval of the Special Use for the Sale of Alcohol for Dragon's Dome Ball Fields at 3321 Griffin Avenue with conditions
7. Receive and File Pekin Planning Commission Minutes Dated June 8, 2005
8. Receive and File Pekin Planning Commission Hearings and Recommendations:
 - a. #1672 – Recommends to deny the Special Use for a Roadside Stand in the NW corner of the parking lot of County Market submitted by Michael Thomas for Mountain Mudd
 - b. #1673 – Recommends approval of Zoning Assignments of Lots 79-91 and 104 RT and Lots 92-103 R2 pending annexation of Deerfield Estates Section 4
9. Proclamation: "Clyde and Irene Day" 75th Wedding Anniversary - Dorethy
On roll call vote, all present voted aye.

New Business

ORDINANCE NO. 2437

APPROVING A TAX INCREMENT REDEVELOPMENT PLAN AND PROJECT FOR AN INDUSTRIAL PARK CONSERVATION TIF DISTRICT IN THE CITY OF PEKIN, PEORIA AND TAZEWELL COUNTIES, ILLINOIS

Motion by Com'r. Dagit seconded by Com'r. Maddox, that Ordinance No. 2437 be adopted. On roll call vote, all present voted Nay. Motion Failed.

ORDINANCE NO. 2436

DESIGNATING A TAX INCREMENT REDEVELOPMENT PROJECT AREA FOR AN INDUSTRIAL PARK CONSERVATION TIF DISTRICT IN THE CITY OF PEKIN PEORIA COUNTY AND TAZEWELL COUNTIES, ILLINOIS

Motion by Com'r. Dagit seconded by Com'r. Maddox, that Ordinance No. 2436 be adopted. On roll call vote, all present voted Nay. Motion Failed.

ORDINANCE NO. 2435

ADOPTING TAX INCREMENT FINANCING WITH RESPECT TO REDEVELOPMENT PROJECT AREA KNOWN AS THE INDUSTRIAL PARK CONSERVATION TIF DISTRICT, IN THE CITY OF PEKIN, PEORIA AND TAZEWELL COUNTIES, ILLINOIS

Motion by Com'r. Dagit seconded by Com'r. Maddox, that Ordinance No. 2435 be adopted. On roll call vote, all present voted Nay. Motion Failed.

Council took a two minute recess to allow the Hollis Township residents to clear the Chambers and for staff and other s wishing to be seated in the Chamber to enter for continuation of the meeting.

Motion by Com'r. Blanchard, seconded by Com'r. Maddox, that the **AGREEMENT FOR ENGINEERING SERVICES WITH FARNSWORTH GROUP FOR WASTEWATER TREATMENT PLANT**, be approved. On roll call vote, all present voted Aye.

Motion by Com'r. Maddox, seconded by Com'r. Blanchard, that the **SPECIAL USE FOR SALE OF ALCOHOL FOR DRAGON'S DOME BALL FIELDS**, be approved. Discussion followed regarding deadlines that has been missed in connection with the construction and compliance of the Dome facility and the ball fields. Com'r. Dagit expressed concerns and requested that the record show he felt everyone should be treated equally. Motion by Com'r. Dagit, seconded by Com'r. Blanchard that action on the special use request be tabled. On roll call vote Nays; Jones, Howard, Maddox: Ayes Dagit and Blanchard. Mayor called for the vote on the original motion to approve the special use. On roll call vote, Ayes; Jones, Maddox and Howard; Nays; Dagit and Blanchard. Motion Carried.

Motion by Com'r. Maddox, seconded by Com'r. Jones, that the **SPECIAL USE FOR A ROADSIDE STAND IN THE NW CORNER OF THE PARKING LOT OF COUNTY MARKET** be approved. On roll call vote, Ayes; Jones and Howard; Nays; Dagit, Blanchard and Maddox. Motion Failed.

Motion by Com'r. Blanchard, seconded by Com'r. Maddox, that the **AGREEMENT WITH IBM FOR MAINTENANCE OF AS400**, be approved. On roll call vote, all present voted Aye.

Motion by Com'r. Blanchard, seconded by Com'r. Maddox, that the **BID FOR SIDEWALK AND HANDICAPPED RAMPS BE APPROVED AND THE CONTRACT BE AWARDED TO P.J. HOERR IN THE AMOUNT OF \$111,257.80**. On roll call vote, all present voted Aye.

ORDINANCE NO. 2438

AUTHORIZING AN AMENDMENT TO DEVELOPMENT AGREEMENT WITH DRAGON'S DOME II, LLC

Motion by Com'r. Maddox seconded by Com'r. Jones, that Ordinance No. 2438 be adopted. On roll call vote, all present voted Aye.

Motion by Com'r. Maddox, seconded by Com'r. Jones, that the **HOUSING REHABILITATION CONSULTING CONTRACT WITH THE PEKIN HOUSING AUTHORITY**, be approved. On roll call vote, all present voted Aye.

Communications, Petitions, Reports

Information was distributed to Council to address last meeting concerns brought forth by citizen Dennis Vaughn. Police Chief Tim Gillespie responded to the related impression that the Police Department faced a morale problem among the officers. Also explained was the current department structure in regards to the command to officer ratio brought forward. The correspondence listed supporting evidence of morale status and administrative structure.

Other Business

Mayor reported:

Retreat, SBA Meeting, TIF 1 Priorities request, SAFER Grant and Boat leaving.

Reporters from the *Peoria Journal Star* and *Pekin Daily Time* were given the opportunity to ask questions.

Motion by Com'r. Maddox, seconded by Com'r. Blanchard that Council move to **Executive Session** at 6:45 P.M. to discuss Personnel and Threatened/Pending Litigation 5 ILCS 120/2 (c) 1 and 11. On roll call vote, all present voted Aye. Executive Session began at 7:53 p.m.

No further business to come before the Council, a motion was made by Com'r. Dagit seconded by Com'r. Blanchard that Council adjourn. Motion carried by voice vote.

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 JUNE 2005**

Traffic Tickets	462
Warning Tickets	461
Offenses	424
Arrests	173
Parking tickets	648

Break down of Parking Tickets

Abandoned Vehicle	6
Fire Lane	3
No Parking Light	167
Handicapped	15
Improper Parking	64
Restricted Parking	363
No Parking Zone	20
Fire Hydrant	1
Abandoned traffic haz	0
Bus Zone	0
Meter violation	9
TOTAL	648

United Water



United Water Services
606 South Front Street
P.O. Box 883
Pekin, Illinois 61555-0883
telephone 309-477-2333
facsimile 309-347-3298
e-mail djhughes@unitedwater.com

June 29, 2005

Mr. Dennis Kief
Public Works Director
City of Pekin, Illinois
111 South Capitol Street
Pekin, Illinois 61554

SUBJECT: May 2005 Monthly Summary

Dear Mr. Kief:

The monthly report is attached. Please contact Alice Ohrtmann (815-297-1166) or me if you have any questions, comments, or require additional information.

Sincerely,

Don Hughes
Project Manager

Cc:

Alice Ohrtmann
John Cheslik
File

Attachments: Pekin Wastewater Treatment Monthly Summary
DMR report for this reporting period

PEKIN WASTEWATER TREATMENT FACILITY MONTHLY SUMMARY FOR MAY 2005

Regulatory Compliance

Please find the monthly discharge monitoring reports attached. The monthly CBOD average was 14 mg/l and the Suspended Solids was 8 mg/l for the treatment plant effluent. There were no excursions during this reporting period.

Sludge Management

During this reporting period we processed 0.929 million gallons of sludge from the primary tanks and 3.29 million gallons of waste activated sludge across the belt thickener. There were 399,000 gallons of digested sludge drained from the digester during the month.

Safety

Two safety tailgate meetings were conducted during this reporting period. Fire extinguishers and first aid kits were inspected and replenished as needed. We are continuing to keep logs of visitors to the facility for security purposes. One safety concern was discussed regarding the need for stairs to the storm lagoon walkway from the roadway.

Personnel

Staff continues to work on improving work processes and skills. Another employee will be taking the Class 1 test in the near future.

Process Control

We are using the MCRT, Sludge Volume Index, Settleometers, and Microscopic Exams for process control. The target MCRT for the three secondary processes is 6-7 days. The staff has located a manhole on the effluent discharge line to the river and due to the fall present in this structure, it appears the minimum DO limit for the plant discharge can be routinely met by the oxygen added at this point. As indicated on the Effluent DMR for this reporting period, no excursions occurred for DO. The new sampling location is providing good results routinely.

Maintenance Management

The monthly work order summary for this reporting period is attached. We are continuing to emphasize preventive and predictive maintenance. Chlorination season has been in effect all month and equipment has been operated as in the past. Proper dosage control continues to be an issue. Added attention was given to making sure all needed equipment for the peak shaving period which begins June 1st is ready for use as needed.

Capital Improvements

The new VFD for the FBOP pumps has been installed and is in service. Training of the operating staff has been provided by Jerry Britton and O&M information for this new equipment is in place.

Community Relations

An initial transition meeting was held and a second meeting is planned for June 15th. No major issues exist and a smooth transition is anticipated.

Work Order Statistics
Pekin Wastewater Facility
05/01/2005-05/31/2005

WO Type	Received Wos	Completed Wos
CM	38	38
PM	32	32
RM	46	46
SAFETY	5	5
SUP	54	54
GRAND TOTAL	175	175

United Water



United Water Services
PWW TF
606 South Front Street
PO Box 883
Pekin, Illinois 61555-0883
telephone 309-477-2333
facsimile 309-347-3298
e-mail dhughes@unitedwater.com

June 10, 2005

Mr. Jay Balmer
State of Illinois
Environmental Protection Agency
Bureau of Water
Compliance Assurance Section, #19
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL. 62794-9276

SUBJECT: City of Pekin, IL
NPDES Permit # IL0034495
Monthly DMR reports for May 2005

Dear Mr. Balmer:

The purpose of this letter is to transmit the above subject DMR reports. There were no excursions for any permit parameters during this reporting period.

If you have any questions or would like additional information, please call me at (309) 477-2333 at your convenience.

Sincerely,

Don Hughes
Project Manager

Cc Mr. Jim Kammeuller
Alice Ohrtmann
John Cheslik
~~Dennis Kief~~
File

PERMITTEE NAME/ADDRESS:

Name Pekin STP #1, CITY OF
ADDRESS 111 S. CAPITOL STREET
PEKIN, ILLINOIS 61554

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) OCR0897
DISCHARGE MONITORING REPORT (DMR)

IL0034495
PERMIT NUMBER

002 0
DISCHARGE NUMBER

Treated Combined Sewage Outfall (OVER 8.7 MGD)

(SUBR 03)
F-FINAL

Form Approval. 12345

OMB No. 2040-004

Approval Expires 10-31-94

FACILITY: PEKIN STP #1, CITY OF
LOCATION: 606 SOUTH FRONT STREET
PEKIN, ILLINOIS 61554

MONITORING PERIOD
FROM 05 | 05 | 01 TO 05 | 05 | 31
(20-21) (22-23) (24-25) (26-27) (28-29) (30-31)

MAJOR
EFFLUENT

NO DISCHARGE ☒ ***

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNIT			
BOD, 5-DAY (20 DEG. C) 00310 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	*****	*****	26	*****		*****	19	NA	375	GR
	PERMIT REQUIREMENT	*****	*****	LBS/DAY	*****	REPORT MO AVG	*****	MG/L		DLYWH DISCHR	GRAB
PH 00400 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	*****	*****	***		*****		12	0	375	GR
	PERMIT REQUIREMENT	*****	*****	***	6.0 MINIMUM	*****	9.0 MAXIMUM	SU		DLYWH DISCHR	GRAB
SOLIDS, TOTAL SUSPENDED 00530 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	*****	*****	26	*****		*****	19	NA	375	GR
	PERMIT REQUIREMENT	*****	*****	LBS/DAY	*****	REPORT MO AVG	*****	MG/L		DLYWH DISCHR	GRAB
CHLORINE, TOTAL RESIDUAL 50060 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	*****	*****	26	*****		*****	19	0	250	GR
	PERMIT REQUIREMENT	*****	*****	LBS/DAY	*****	2.0 MO AVG	*****	MG/L		DLYWH DISCHR	GRAB
COLIFORM, FECAL GENERAL 74055 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	*****	*****	*****	*****	*****	400 DAILY MX	#/100ML	0	250	GR
	PERMIT REQUIREMENT	*****	*****	*****	*****	*****	*****	*****		DLYWH DISCHR	GRAB
FLOW, TOTAL 82220 1 0 1 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	*****		(3R)	*****	*****	*****		NA	375	GR
	PERMIT REQUIREMENT	*****	Report Mo Total	MGAL	*****	*****	*****	*****		DAILY	CONTIN
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME / TITLE PRINCIPAL EXECUTIVE OFFICER

Donald J. Hughes / Project Manager

TYPED OR PRINTED

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR DELIVERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

SIGNATURE OF PRINCIPAL EXECUTIVE
OFFICER OR AUTHORIZED AGENT

TELEPHONE

DATE

309-477-2333

05 | 06 | 10

AREA CODE NUMBER

YEAR MO DAY

COMMENT AND EXPLANATION OF ANY VIOLATIONS
NUMBER OF DAYS OF DISCHARGE: 0

(Reference all attachments here)

Forms by WindowChem(707)884-0845;pn11090;v5.01;4/1/98

E.R.

PERMITTEE NAME/ADDRESS:

Name PEKIN STP #1, CITY OF
ADDRESS:111 S. CAPITOL STREET
PEKIN, ILLINOIS 61554

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)OCR0897

DISCHARGE MONITORING REPORT (DMR)

IL0034495
PERMIT NUMBER

INF L
DISCHARGE NUMBER

INFLUENT MONITORING
(SUBR 03)

Form Approval. 12345
OMB No. 2040-004

FACILITY: PEKIN STP #1, CITY OF
LOCATION:606 SOUTH FRONT STREET
PEKIN, ILLINOIS 61554

MONITORING PERIOD							
FROM	05	05	01	TO	05	05	31
	(20-21)(22-23)(24-25)				(26-27) (28(30-31)		

F-FINAL

MAJOR
INFLUE No Discharge

Approval Expires 10-31-94

NOTE: Read Instructions before completing this form.

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNIT			
BOD, 5-DAY (20 DEG. C) 00310 G 0 0 RAW SEW/ INFLUENT	SAMPLE MEASUREMENT	*****	*****	26	*****	174	*****	19	NA	260	CP
	PERMIT REQUIREMENT	*****	*****	LBS/DY	*****	REPORT MO AVG	*****	MG/L		5 DAYS WEEK	COMPO
SOLIDS, TOTAL SUSPENDED 00530 G 0 0 RAW SEW/ INFLUENT	SAMPLE MEASUREMENT	*****	*****	26	*****	215	*****	19	NA	260	CP
	PERMIT REQUIREMENT	*****	*****	LBS/DY	*****	REPORT MO AVG	*****	MG/L		5 DAYS WEEK	COMPO
FLOW, IN CONDUIT OR THU TREATMENT PLANT 50050 G 0 1 RAW SEW/ INFLUENT	SAMPLE MEASUREMENT	3.01	4.13	03	*****	*****	*****		NA	105	RT
	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	*****	*****	*****	****		CONTINUOUS	RCOTOT
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME / TITLE PRINCIPAL EXECUTIVE OFFICER

Donald J. Hughes / Project Manager
TYPED OR PRINTED

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

Donald J. Hughes

SIGNATURE OF PRINCIPAL EXECUTIVE
OFFICER OR AUTHORIZED AGENT

TELEPHONE

309-477-2333

AREA CODE NUMBER

DATE

05 | 06 | 10

YEAR MO DAY

COMMENT AND EXPLANATION OF ANY VIOLATIONS

(Reference all attachments here)

Forms by WindowChem(707)884-0845;p/n11090;y5.01/4/1/98

E.R.

PERMITTEE NAME/ADDRESS:

Name Pekin STP #1, CITY OF
ADDRESS 111 S. CAPITOL STREET
PEKIN, ILLINOIS 61554

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) OCR0897
DISCHARGE MONITORING REPORT (DMR) STP OUTFALL

IL0034495
PERMIT NUMBER

001 0
DISCHARGE NUMBER

(SUBR 03)
F-FINAL

Form Apprval. 12345
OMB No. 2040-004
Approval Expires 10-31-94

FACILITY: PEKIN STP #1, CITY OF
LOCATION: 606 SOUTH FRONT STREET
PEKIN, ILLINOIS 61554

MONITORING PERIOD
FROM 05 | 05 | 01 TO 05 | 05 | 31
(20-21) (22-23) (24-25) (26-27) (28-29) (30-31)

MAJOR EFFLUENT
NO DISCHARGE ☐ ***

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNIT			
OXYGEN, DISSOLVED (DO) 00300 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	*****	*****	26	7.3	*****	*****	19	0	260	GR
	PERMIT REQUIREMENT	*****	*****	LBS/DAY	6.0 MINIMUM	*****	*****	MG/L		5 DAYS WEEK	GRAB
PH 00400 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	*****	*****	*****	7.3	*****	7.7	12	0	260	GR
	PERMIT REQUIREMENT	*****	*****	*****	6.0 MINIMUM	*****	9.0 MAXIMUM	SU		5 DAYS WEEK	GRAB
SOLIDS, TOTAL SUSPENDED 00530 1 0 2 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	197	307	26	*****	8	13	19	0	260	CP
	PERMIT REQUIREMENT	1814 MO AVG	3265 WKLY AVG	LBS/DAY	*****	25 MO AVG	45 WKLY AVG	MG/L		5DAYS WEEK	COMPO
NITROGEN, AMMONIA TOTAL (AS N) 00610 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	*****	359	26	*****	*****	17.0	19	0	260	CP
	PERMIT REQUIREMENT	*****	1807 DAILY MX	LBS/DAY	*****	*****	24.9 DAILY MX	MG/L		5DAYS WEEK	COMPO
FLOW, IN CONDUIT OR THRU TREATMENT PLANT 50050 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	2.92	4.49	03	*****	*****	*****		NA	105	RT
	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	*****	*****	*****	*****		CONTIN UOUS	RCOTOT
CHLORINE, TOTAL RESIDUAL 50060 1 0 1 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	*****	*****	26	*****	*****	0.74	19	0	250	GR
	PERMIT REQUIREMENT	*****	*****	LBS/DAY	*****	*****	0.75 DAILY MX	MG/L		3DAYS WEEK	GRAB
COLIFORM, FECAL GENERAL 74055 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	*****	*****	*****	*****	*****	50	13	0	250	GR
	PERMIT REQUIREMENT	*****	*****	*****	*****	*****	400 DAILY MX	#/100ML		3DAYS WEEK	GRAB

NAME / TITLE PRINCIPAL EXECUTIVE OFFICER

Donald J. Hughes / Project Manager

TYPED OR PRINTED

CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

Donald J. Hughes

SIGNATURE OF PRINCIPAL EXECUTIVE
OFFICER OR AUTHORIZED AGENT

TELEPHONE

309-477-2333

DATE

05 | 06 | 10

AREA CODE NUMBER

YEAR MO DAY

COMMENT AND EXPLANATION OF ANY VIOLATIONS
DMF LOAD LIMITS DISPLAYED.

(Reference all attachments here)

Forms by WindowChem(707)864-0845;pn11090;v5.01;4/1/98

E.R.

PERMITTEE NAME/ADDRESS:

Name Pekin STP #1, CITY OF
ADDRESS 111 S. CAPITOL STREET
PEKIN, ILLINOIS 61554

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) OCR0897
DISCHARGE MONITORING REPORT (DMR) STP OUTFALL

IL0034495
PERMIT NUMBER

001 0
DISCHARGE NUMBER

(SUBR 03)
F-FINAL

Form Approval. 12345
OMB No. 2040-004
Approval Expires 10-31-94

FACILITY: PEKIN STP #1, CITY OF
LOCATION: 606 SOUTH FRONT STREET
PEKIN, ILLINOIS 61554

MONITORING PERIOD
FROM 05 | 05 | 01 TO 05 | 05 | 31
(20-21) (22-23) (24-25) (26-27) (28-29) (30-31)

MAJOR
EFFLUENT

NO DISCHARGE ☐ ***

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNIT			
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	354	421	26	*****	14	16	19	0	260	CP
	PERMIT REQUIREMENT	1451 MO AVG	2902 WKLY AVG		*****	20 MO AVG	40 WKLY MX				
	SAMPLE MEASUREMENT									5DAYS WEEK	COMPO
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
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	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME / TITLE PRINCIPAL EXECUTIVE OFFICER

Donald J. Hughes / Project Manager
TYPED OR PRINTED

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

SIGNATURE OF PRINCIPAL EXECUTIVE
OFFICER OR AUTHORIZED AGENT

TELEPHONE

DATE

309-477-2333

05 | 06 | 10

AREA CODE NUMBER

YEAR MO DAY

COMMENT AND EXPLANATION OF ANY VIOLATIONS
DMF LOAD LIMITS DISPLAYED.

(Reference all attachments here)

Form by WindowChem(707)864-0845;ph11090;v5.01;4/1/98

E.R.

MONITORING PERIOD: 05 / 05
MONTH YEAR

PERMIT NUMBER: IL 0034495

CITY: PEKIN

STATE: IL

ZIP CODE: 60554 TELEPHONE: (309) 477-2833

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER		I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT. SEE 18 USC § 1001 and 21 USC § 1219. (Penalties under these statutes may include fines up to \$10,000 and/or maximum imprisonment of between 6 months and 3 years.)			DATE		
DONALD J. HUGHES PROJECT MANAGER TYPED OR PRINTED					06	10	06
			SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT		MO	DAY	YEAR

This Agency is authorized to require this information under Illinois Revised Statutes, 1991, Chapter 111 1/2, Section 1039. Disclosure of this information is required under that Section. Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

Safety Committee Meeting Minutes
March 1st, 2005
9:30am

Present: Greg Nelson, Angie Evans, Butch Clor, Bill Scarcliff, Dennis Kief, Bob Reiling, Ron Morris, and Greg Ranney

Agenda items: Accident Reports

Angie presented the Accident Reports for May and June, 2005.

Discussion followed: Bill clarified that it was a dead-end street, not a culdesac. Butch stated they had a call down at the Pier where a lady claimed to have fallen. No report on file. Also Butch stated this Thursday the department will have a safety meeting on the foot injury of Matt Hannan.

Monthly Safety Suggestions:

No suggestions this month. Angie handed out the forms to Bob and Ron to take back to their department.

Around the Table:

- Angie asked if there was a way to cut down on the back injuries at the Fire Department. Nothing decided.
- Denny stated that there will be a representative from the Wastewater Treatment facility at the next meeting.
- Bob asked for suggestions on moving vehicles out of the garage. Several suggestions. Bob to check prices on a car dolly. Nelson to see if anyone is going to Springfield Purchasing.

Next meeting to be held on Tuesday, September 6th, 2005 at 9:30am.

Meeting adjourned at 9:50 am.

City of Pekin

LIQUOR COMMISSION MINUTES

THURSDAY, JUNE 23RD, 2005

4:00 P.M.

CITY HALL COUNCIL CHAMBERS

Roll Call

Roll was called and the following members were present: Chairman Roy Bockler, David Eitenmiller, Gary Allen, and Deputy Fire Chief Rick Bowman filling in for Fire Chief Chuck Lauss.

Absent: John McCabe, Chuck Lauss and Tim Gillespie

Also present: Attorney Sue Bosich and Public Works Director Joe Wuellner.

Chairman Bockler opened the meeting at 4:05pm.

Chief Gillespie entered meeting at 4:07pm

Approval of Agenda

Motion by Allen, seconded by Eitenmiller to approve the Agenda as presented for June 23rd, 2005. On roll call vote all present voted Aye. Motion carried.

Approval of Minutes

Chairman Bockler entertained a motion to approve the minutes of June 9th as submitted. Motion by Eitenmiller, seconded by Allen that the minutes of June 9th be approved as written. On roll call vote, all present voted Aye. Motion carried.

New Business

1) Check List for new and renewal Liquor Applications

Discussion followed: Wuellner had made some changes that would help in the Inspections Department. Discussed on where/who routes the check list to get to the right person. Eitenmiller to work on the changes and get with Paula.

2) Discussion on Grandfathered applications

Discussion followed: Establishments on time frame to meet with conditions. Liaison Officers at next meeting to update us on these establishments. Need current list of Liquor Licensee's for next meeting, Paula to get and distribute.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

- Received letter of resignation from Don Nell effective June 15th, 2005. Liquor Commissioner asked for possible names for replacement to fill the unexpired term to February 2007. Discussed any laws/rules or restrictions; cannot be a bar owner. Bockler would like to see a woman on the Commission. Bosich will confirm if this Commission needs approval from Council.
- Dragons Dome Ball Field executed letter on behalf of Commission recommending approval of Special Use Permit to sell alcohol at the Dragon's Dome Ball Field sent to the Council. Outstanding fees due to the City paid through the Inspections Department. Wuellner stated there is one more bill from the Fire Department which they have not bill for yet. The dates set for completion can be met by Dragon Officials.
- Attorney Bosich passed out a hand out on Special Use Permits. Discussion followed.
- Allen questioned Ol' Dads on selling alcohol to a minor with a fake ID. Bosich explained that all in compliance with calling the Police. Bockler thought this Commission should wait until an official report and nothing should be discussed at this time.
- Bosich to check on code that a furniture store in town has a Patron Appreciation event and they hand out wine without having a one-day liquor license. It was brought up regarding Chamber's Business After Hour events. Where does the Liquor Commission stand on these issues.
- Chairman Bockler questioned recommending Liquor Licenses with conditions and not having a time limit on them. i.e. Bob Center with the Gianessi Building.
- Gillespie stated 3 out of the 4 Liquor Establishments are in compliance with the "view from the street". Hole in the Wall has still not put the proper windows in. The letter sent to them did not specify the 6 months time frame. New letter will go out explaining. Liaison Officers are visiting the liquor establishments weekly.
- Next meeting scheduled for Thursday, July 14th @ 4:00 p.m.

No further business, motion was then made by Gillespie, seconded by Eitenmiller to adjourn. On roll call vote, all present voted Aye.

Meeting adjourned at 4:55 P.M.

Respectfully submitted by Paula Gensel

LADD Meeting June 30, 2005 Minutes

Members present: Orr, Wehr & Wuellner. Also present: Peter Berrini, Ron Matthews, Rick Evans, & Arvella Guidotti

Bob called the meeting to order at 3:30 pm. The minutes from the May 19th meeting were read and approved.

Financial Report: Ken went over the bank statements on the various accounts through June 30, 2005. He is still getting everything together for the audit. He received bills from Cochran – Wilkin and Creative Landscaping. The final pay request from Southwind was received and will be held until all demobilization has been completed and all work approved by Peter. He noted that no invoice has been received yet for the floating boom. He stated that nothing new has happened with the request from Paul Cross.

Dredging – Peter stated that Southwind has completed all work in Gingoteague Bay and was in the process of demobilizing. The preliminary depth checks he performed indicated that required depths were achieved. Bob requested that a final report be compiled with final measurements of the entire dredged area. Peter covered the process to breach the dam and get it declassified. He stated that he needed to clarify a few points with the IDNR on where this needs to occur. He sent a letter to the IEPA informing them that all work was now complete and that there were no violations noted during this work. His report included pictures and laboratory reports on water samples. He has also received confirmation that the NPDES permit does not need to be renewed and Ken has sent in the Notice of Termination. Early indications are that the flocculent is working but that a bigger pump is needed. It will be delivered tomorrow and installed. As soon as there is enough water in the retention pond the boom will be installed. Peter has inspected the seeding and re-grading work done by Dave Milam at the retention site and stated that it appears to be growing.

The revised schedule is as follows:

1. Breaching of dikes ----- July, 2005
2. Final Engineering Report ----- September, 2005
3. Ready land for sale ----- Jan., 2007

A concern was expressed by Rick Evans over the sand pile at the discharge point and blowing sand. This pile will be addressed this fall when it can be leveled and seeded.

Sale of the well to LAHA is in final process of getting the easement agreement finalized. Ron will get a check cut next week.

Ditch from St. Clair Dr. – Bob read the letter he sent to Mr. Hayes informing him of what has been done to correct the grass problem.

Stilling Basin – The issue of the recent blowout at the bottom of the section of piling not reinforced as a part of the modifications was discussed. Peter reported that he had this looked over by the structural engineers and they feel that the only way to adequately correct the problem

is to drive additional piling. Peter stated that he had contacted Midwest Foundation for an estimate and they stated that they would install the 74 feet of piling for \$28,000. The possibility of using shorter piles or flat piles was discussed and it was felt that the savings did not warrant a change from what was already there.

Peter then discussed two options for removing the material that had been blown out into the lake. The first was to use a small dredge that would remove the material, run it through a centrifuge, and return the material to the basin. He felt that this could be done for around \$3,000 to \$5,000. The other process was a diver operated dredging process that would remove the material and pump it directly back into the basin. The cost here is \$2,000 per day and it would take at least a day if not more including travel and setup.

A motion was made by Bob to go ahead with the installation of the additional piling and clean up process with this process being defined more clearly and seconded by Ken. All voted aye.

Shoreline Stabilization – Peter stated that per the State, we will need to do some shoreline stabilization since it was included in the grant and that they would not give us anymore grant funds for this portion of the work.

Watershed Plan – Peter stated that the draft is ready for his review and he will get to it shortly.

The tentative projected schedule for completing the rest of the grant work is as follows.

1. Stilling basin repair ----- Aug 1, 2005
2. Watershed Plan & required reports ----- Aug 1, 2005
3. Shoreline improvements ----- Postponed
4. Submittal for another grant -----??

Other Business: None

Next meeting— July 21, 2005 -- 3:30pm.



Tazewell / Pekin Consolidated Communications Center
1130 Koch St. Pekin, IL 61554 • Office (309) 478-5410 Fax (309) 477-2302

TPCCC MONTHLY STATISTICAL
REPORT

Month JUNE 2005

Number of phone calls received 26,284

Number of 9-1-1 Calls 1860 *

Number of calls dispatched (all agencies) 4821

***= Included in total # Of calls received**

Additional Comments:

MANAGEMENT ATTENDED NATIONAL 9-1-1 CONFERENCE June 25-30, 2005 @ Long Beach, Ca.

Steven F. Thompson, ENP
Director

WHEREAS, Pekin Stepfamily Day is enhanced by our strong commitment to support the stepfamilies of our nation in their mission to raise their children, create strong family structures to support the individual members of the family, instill in them a sense of responsibility to all extended family members; and

WHEREAS, Approximately half of all Americans are currently involved in some form of stepfamily relationship and it is the vision of Founder, Michigan's Christy Borgeld and the Stepfamily Association and of America that all stepfamilies in the United States be accepted, supported and successful; and

WHEREAS, Pekin and our nation has been blessed by thousands upon thousands of loving stepparents and stepchildren who are daily reminders of the joy, trials, and triumphs of the stepfamily experience and of the boundless love contained in the bond between all types of parents and children; and

WHEREAS, Stepfamily Day is a day to celebrate the many invaluable contributions stepfamilies have made to enriching the lives and life experience of the children and parents of America and to strengthening the fabric of American families and society.

NOW, THEREFORE, BE IT RESOLVED that I, LYN HOWARD, Mayor of the City of Pekin, Tazewell County, Illinois, do hereby proclaim September 16th, 2005, as

"STEPFAMILY DAY"

and ask that all citizens to celebrate the success of stepfamilies across our city.

ADOPTED, this 11th day of July, in the Year of Our Lord, Two Thousand and Five.

LYN HOWARD
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

200100058067
Filed for Record in
TAZEWELL COUNTY, IL
ROBERT LUTZ
11-28-2001 At 08:10 AM.
EASEMENT 15.00

EASEMENT FOR HIGHWAY PURPOSES

The Pekin Park District of Tazewell and Peoria Counties, Illinois, by William R. Harmon, it's President, in consideration of one dollar to it in hand paid, Conveys and Grants to the City of Pekin, a Municipal Corporation, Tazewell County, Illinois, a perpetual easement dedicating to the public use, for street and highway purposes, the following described real estate, to-wit:

The real property described on Exhibit A attached hereto and incorporated herein by this reference:

The grant of this easement is solely for the purpose of allowing the City of Pekin to maintain what is commonly known as Fourteenth Street and for no other purpose. Nothing contained in this grant of easement shall operate to limit or in any manner restrict the Grantor in the exercise of its police powers over said property, including the placement or removal of traffic control devices, the increase or decrease of speed limits or the placement or removal of crosswalk devices for pedestrian traffic. The Grantee shall not increase the width, change the elevation or overlay the paved portion of said street, place or remove traffic control devices, increase or decrease speed limits, place or remove crosswalk devices for pedestrian traffic, place or remove any guardrail or other protective device, or change or alter in any manner the drainage on said property without first obtaining the written consent of Grantor.

The Grantee, by acceptance of this easement, covenants and agrees to protect, indemnify and save harmless the Pekin Park District of Tazewell and Peoria Counties, Illinois, from any loss or damage, or claim from loss or damage caused by or attributable by the granting of this easement. This easement is made and executed by Grantor pursuant to resolution adopted by the Pekin Park District of Tazewell and Peoria Counties, Illinois, on the 25th day of October 2001, a certified copy of which resolution is on file with, and part of the record of this Park District.

Dated at Pekin, Illinois this 25th day of October, 2001.

PEKIN PARK DISTRICT OF TAZEWELL
AND PEORIA COUNTIES, ILLINOIS

By: Paula Nelson
It's President

EXHIBIT "A"

LEGAL DESCRIPTION
(14TH STREET ROADWAY EASEMENT)
(PART OF TAX I.D. 04-10-02-222-001)

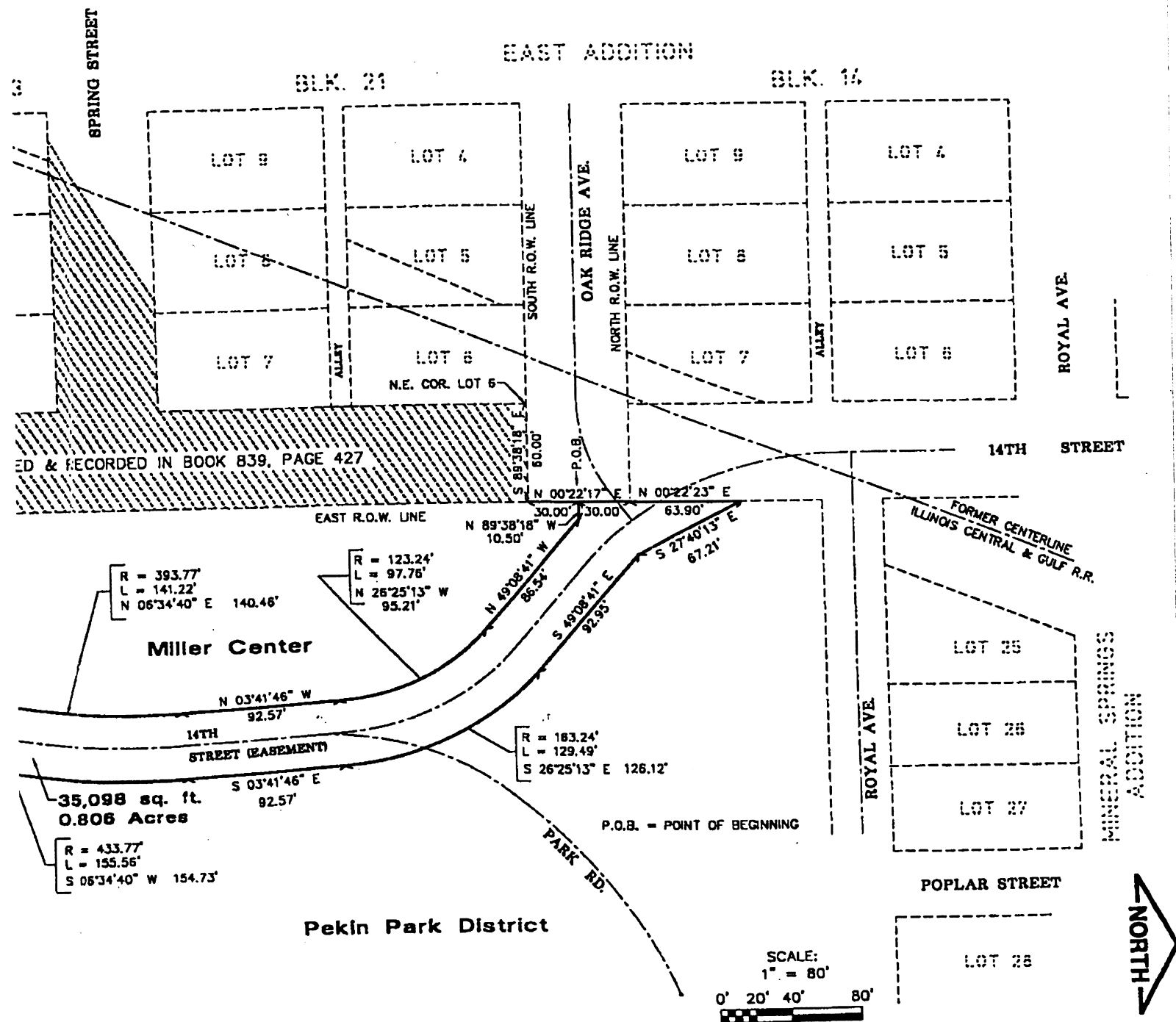
A tract of land being part of the East Half of the Northeast Quarter of Section Two (2), Township Twenty-four (24) North, Range Five (5) West of the Third Principal Meridian, Tazewell County, Illinois and being more particularly described as follows:

Commencing at the Northeast corner of Lot 6, Block 21, of "East Addition" to the City of Pekin, Illinois (as recorded in Plat Book "C", page 2, at the Tazewell County Recorder's Office); thence South 89°-38'-18" East (bearings assumed for the purpose of description only), along the South Right-of-Way line of Oak Ridge Avenue, extended in an Easterly direction, a distance of 60.00 feet to a point being on the East Right-of-Way line of Fourteenth Street; thence North 00°-22'-17" East, along said East Right-of-Way line, a distance of 30.00 feet to the Point of Beginning; thence North 00°-22'-17" East, along said East Right-of-Way line, a distance of 30.00 feet; thence North 00°-22'-23" East, along said East Right-of-Way line, a distance of 63.90 feet; thence South 27°-40'-13" East, a distance of 67.21 feet; thence South 49°-08'-41" East, a distance of 92.95 feet; thence in a Southeasterly direction, along a curve being concave to the Southwest, for an arc distance of 129.49 feet and having a radius of 163.24 feet, being subtended by a chord bearing of South 26°-25'-13" East, and having a length of 126.12 feet; thence South 03°-41'-46" East, a distance of 92.57 feet; thence in a Southwesterly direction, along a curve being concave to the Northwest, for an arc distance of 155.56 feet and having a radius of 433.77 feet, being subtended by a chord bearing of South 06°-34'-40" West, and having a length of 154.73 feet; thence South 16°-51'-05" West, a distance of 153.93 feet; thence in a Southwesterly direction, along a curve being concave to the Northwest, for an arc distance of 151.61 feet and having a radius of 1780.60 feet, being subtended by a chord bearing of South 19°-17'-27" West, and having a length of 151.57 feet; thence South 21°-43'-48" West, a distance of 89.68 feet to a point being on the Northerly Right-of-Way line of Illinois State Route 9 (Court Street); thence North 62°-29'-09" West, along said Northerly Right-of-Way line, a distance of 40.20 feet; thence North 21°-43'-48" East, a distance of 85.63 feet; thence in a Northeasterly direction, along a curve being concave to the Northwest, for an arc distance of 148.21 feet and having a radius of 1740.60 feet, being subtended by a chord bearing of North 19°-17'-27" East, and having a length of 148.16 feet; thence North 16°-51'-05" East, a distance of 153.93 feet; thence in a Northeasterly direction, along a curve being concave to the Northwest, for an arc distance of 141.22 feet and having a radius of 393.77 feet, being subtended by a chord bearing of North 06°-34'-40" East, and having a length of 140.46 feet; thence North 03°-41'-46" West, a distance of 92.57 feet; thence in a Northwesterly direction, along a curve being concave to the Southwest, for an arc distance of 97.76 feet and having a radius of 123.24 feet, being subtended by a chord bearing of North 26°-25'-13" West, and having a length of 95.21 feet; thence North 49°-08'-41" West, a distance of 86.54 feet; thence North 89°-38'-18" West, a distance of 10.50 feet to the Point of Beginning and containing 35,098 square feet, or 0.806 acres.

**Plat of Easement
(14th. Street Easement)**

**Instrument
200100058067**

East half of the Northeast Quarter of
T-24-N, R-5-W of the 3rd. P.M., Tazewell
County, Illinois.
Record I.D. 04-10-02-222-001



PLOTTING SCALE	1" = 80'
DRAWN BY:	CAB
CHECKED BY:	CAB
DATE:	12-11-1997

**McCLURE
ENGINEERING
ASSOCIATES, INC.**

8738 N. Froese Road Parkway Peoria, Illinois 61616
 (309) 692-1989 FAX (309) 692-1982

CITY OF PEKIN & PEKIN PARK DISTRICT

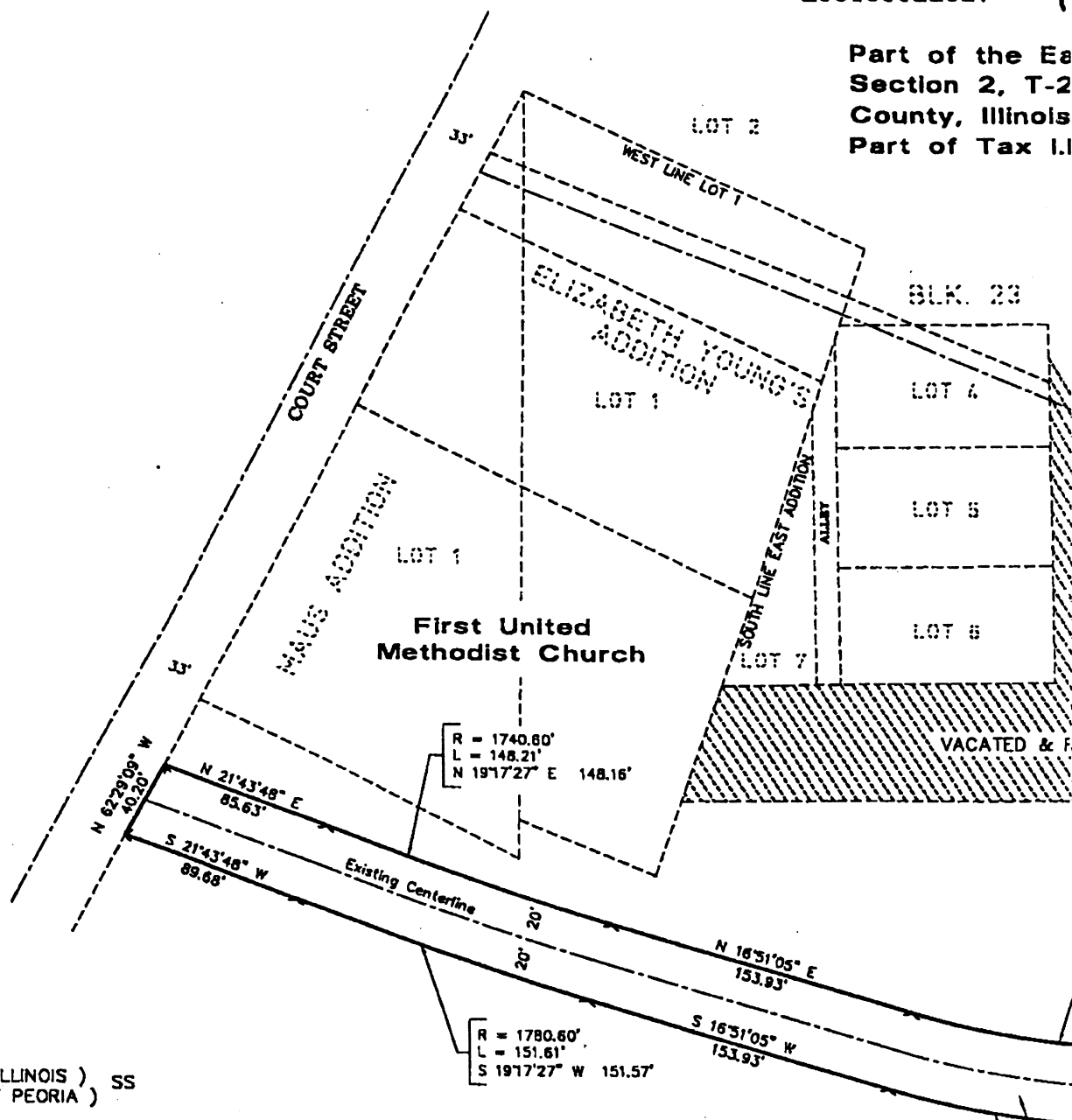
14TH ST. EASEMENT PEKIN, IL.

FIELD BOOK NUMBER: PEKIN

JOB NUMBER: 05-28-97-011

SHEET

1.

Instrument
200100058067Part of the East
Section 2, T-2
County, Illinois
Part of Tax 1.1STATE OF ILLINOIS)
COUNTY OF PEORIA) SS

WE, McLURE ENGINEERING ASSOCIATES, INC., BEING PROFESSIONAL ENGINEERS AND LAND SURVEYORS, DO HEREBY STATE THAT WE HAVE PREPARED THIS PLAT OF EASEMENT FOR THE CITY OF PEKIN, ILLINOIS, AND BEING PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP-24-NORTH, RANGE-5-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. WE FURTHER STATE THAT THE ATTACHED PLAT OF EASEMENT IS DRAWN TO A SCALE OF 1" = 80' AND DATED THIS 8th DAY OF JANUARY, 1998.

CHARLES A. BRUN
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2620

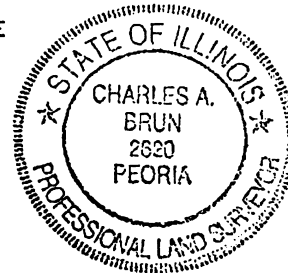


EXHIBIT "B"

PLAT
DRAWN
CHECKED
DATE

RESOLUTION NO. 01-08

A RESOLUTION Approving and Directing the Execution of an Easement to the City of Pekin for Maintenance of Fourteenth Street.

WHEREAS, the Pekin Park District, Tazewell and Peoria Counties, Illinois (the "District") owns a certain roadway in Mineral Springs Park, commonly known as Fourteenth Street; and

WHEREAS, Fourteenth Street continues to be a main and heavily traveled North-South thoroughfare within the City of Pekin (the "City"); and

WHEREAS, the City has in the past agreed to maintain that portion of Fourteenth Street that lies within the borders of Mineral Springs Park; and

WHEREAS, it is the desire of the City to access State of Illinois Motor Fuel Tax Funds to supplement maintenance of that portion of Fourteenth Street lying within Mineral Springs Park; and

WHEREAS, the City has prepared and presented to the District for its approval and execution a certain easement for that purpose and for no other purpose, a copy of said Easement being attached hereto as "Exhibit A"; and

WHEREAS, the Board of Park Commissioners has reviewed said Easement and finds it to be in proper form.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Park Commissioners of the Pekin Park District, Tazewell and Peoria Counties, Illinois, as follows:

SECTION 1. That the Easement to the City of Pekin in the form attached hereto as "Exhibit A", be and the same is hereby approved as submitted.

SECTION 2. That the President and Secretary of the Board of Park Commissioners
be and are hereby directed to execute said Easement on behalf of the Park District in the
form submitted.

ADOPTED this 25th day of October, by the Board of Park Commissioners, Pekin
Park District, Tazewell and Peoria Counties, Illinois.

AYES: Brown, Gillis, Good, Maloney, Maquet, and Helm

NAYS: _____

ABSENT: Harmon

Paula Helm
President

ATTEST:

Don H. Smith
Secretary

EXHIBIT D

BEFORE THE CITY COUNCIL OF THE CITY OF PEKIN

**IN THE MATTER OF THE PETITION
FOR ANNEXATION OF PROPERTY
LEGALLY DESCRIBED IN
ATTACHED EXHIBIT "A"**

PETITION FOR ANNEXATION

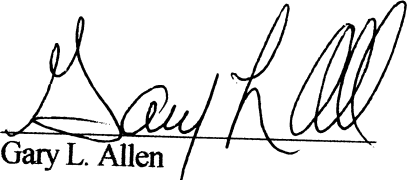
The undersigned petitioner states under oath as follows:

1. Petitioner is the sole owner of record of the real property described in Exhibit "A" attached hereto and made a part hereof.
2. The real property described in Exhibit "A" attached hereto is not situated within the limits of any incorporated municipality but said real property is contiguous to the City of Pekin.
3. There are no electors residing on the real property described in Exhibit "A".
4. Attached hereto and incorporated herein by reference is an annexation agreement, the same being designated as Exhibit "B", to be executed by and between the City of Pekin and the owner, GARY ALLEN, an individual.
5. The execution, delivery and performance of said annexation agreement, or of one containing substantially the same terms, is a condition of the annexation of the real property described in Exhibit "A" to the City of Pekin.

WHEREOF, Petitioner requests:

1. The real property described in Exhibit "A" be annexed to the City of Pekin expressly in accordance with and pursuant to the terms and conditions of the aforementioned annexation agreement, by ordinance with and pursuant to the terms and conditions of the aforementioned annexation agreement, by ordinance adopted by the Mayor and the City Council of the City of Pekin pursuant to 65 ILCS 5/7-1-8; and
2. That the parties and the City of Pekin hereto take such other action as is appropriate and necessary to effectuate the annexation of the aforementioned property.

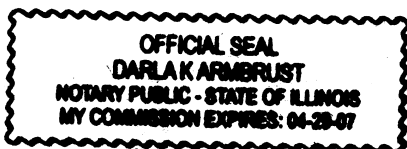
Dated this 7 day of July, 2005.


Gary L. Allen

(STATE OF ILLINOIS)
) S.S.
(COUNTY OF TAZEWELL)

I, the undersigned a Notary Public in for said County, in the State aforesaid, do hereby certify that GARY ALLEN, appeared before me this day in person, having been duly sworn and under oath, executed and signed the foregoing Petition for Annexation as his free and voluntary act

GIVEN under my hand and notarial seal, this 7 day of July, 2005




Notary Public



PEKIN POLICE DEPARTMENT

Personnel Memorandum 2005-14



LIFE SAVING MEDAL

May 17, 2005

Officer Chuck Barth:

On June 27, 2004, you were off-duty and on a float trip on the Mackinaw River with off-duty Officer Will Taylor. At approximately 1659 hours, Officer Taylor had occasion to exit the canoe, jumping onto the riverbank. As he did so, his firearm accidentally discharged, striking him in the abdomen. Officer Taylor related he did not initially realize he had suffered a gunshot wound until you asked him if he had been hit. It is my understanding that you immediately came to Officer Taylor's aide, calming him and evaluating his wound while simultaneously contacting the TPCCC dispatch center.

Drawing on your military training and experience, you recognized the severity of his injury and the need for immediate medical attention and evacuation from your remote location on the river. You asked dispatch to initiate a life-flight response without delay and began giving coordinates for your general location, directing emergency responders to a nearly inaccessible destination. All throughout this thirty-minute ordeal, you were able to render aid and a calming influence to help stabilize Officer Taylor's condition and ensure his chances for a successful recovery.

It is clear from the testimony of the life flight crew and the treating surgeon that without your presence and invaluable assistance on that day, Officer Taylor would not have survived such a traumatic injury, in such a remote location. Your training and experience, deployed with extreme care and competence, allowed Officer Taylor to fully recover from an otherwise fatal incident. You are to be commended for a job more than well done in saving the life of your brother officer.

Sincerely,

Timothy M. Gillespie

Timothy M. Gillespie
Chief of Police



**PEKIN POLICE
DEPARTMENT**
Personnel Memorandum 2005-09



LIFE SAVING MEDAL

May 3, 2005

Officer Rick Von Rohr:

On June 11th, 2004, you responded to 2301 Broadway 9A3 on a report of an 8 month old child not breathing.

Upon arrival, the mother ran up to you, handed you the infant, yelling, "She's not breathing, do something!" It was apparent by the coloring of the infant that she lacked oxygen and was unresponsive. You did a finger sweep and checked the infant's mouth for obstructions. Finding none, you yelled in a firm voice, "Hey baby!" and the infant jumped and began breathing sporadically. The infant was turned over to rescue personnel.

During the infant's transportation to Pekin Hospital by Advanced Medical Transport the same incident again occurred. Medical staff at Pekin Hospital states that the symptoms were those of "Sudden Infant Death Syndrome".

I want to congratulate and commend you for a job well done. Through the anguish of the mother and the excitement of the situation, you maintained a calm demeanor and focus. Your professionalism and training saved the life of this infant. You have made the Police Department and the City of Pekin very proud.

Sincerely,

Timothy M. Gillespie

Timothy M. Gillespie
Chief of Police



PEKIN POLICE DEPARTMENT

Personnel Memorandum 2005-10



LIFE SAVING MEDAL

May 3, 2005

Officer Brad Quisenberry:

On February 26th, 2004 you and Officer Mike Ward were dispatched to 1117 Ann Eliza #1 on a report of a suicidal subject. Upon arrival, it was confirmed that the suspect had taken several prescription tablets that at those extreme dosages would be "life threatening".

Realizing that time was of the essence, you and Officer Ward gathered as much information as possible about the suspect. The building manager was contacted to obtain a master key for the suspect's apartment. After the initial attempt to gain entry, the suspect threatened that he had a handgun. Both you and Officer Ward continued to attempt access as safely as you could. Once it was obvious that access could not be gained, you sought an alternate means of entry. From a window outside the apartment, Officer Ward quietly drew back the drapes. The suspect was observed at the doorway, but his hands were obstructed from view. You then fired your Taser, striking the suspect, as Officer Ward ran to the front door and gained entry. The suspect was quickly and without further incident subdued, then transported to Pekin Hospital for treatment. The medical staff confirmed that, if not for your efforts, the suspect would have perished from an overdose.

I want to congratulate you for a job well done. You both displayed bravery and exceptional resourcefulness in the performance of your duties, and have made the Police Department and the City of Pekin very proud.

Sincerely,

Timothy M. Gillespie
Chief of Police



**PEKIN POLICE
DEPARTMENT**
Personnel Memorandum 2005-12



CERTIFICATE OF MERITORIOUS SERVICE

May 3, 2005

Officer Jeff Stolz:

On January 17th, 2004 you responded to 212 Sunnyridge Court #3 on a report of a physical domestic. Upon arrival, the call was verified as two witnesses rushed to your location and yelled, "Hurry up, he's beating her!"

Following the witnesses to a bedroom window, you observed the victim being held down by the suspect with a pillow over her face, fighting for air. The incident quickly escalated from Domestic Abuse to Attempted Murder. You radioed for additional units while making your way to the apartment. You realized that time was of the essence and entered the apartment, confronting the suspect. The suspect was ordered to stop and complied. The suspect was taken into custody without further incident.

I want to congratulate and commend you for a job well done. Calls of service like these do not occur often and to train for them is difficult. Your efforts ended a potentially deadly situation. You conducted yourself in a way that is an example to all officers. You have made the Police Department and the City of Pekin very proud.

Sincerely,

Timothy M. Gillespie

Timothy M. Gillespie
Chief of Police



PEKIN POLICE DEPARTMENT

Personnel Memorandum 2005-03



COMMENDATION MEDAL

May 3, 2005

Officer Jeff Stolz:

On Feb. 2nd, 2004, at 10:55 pm, Pekin Police responded to a report of a robbery at Harpers Gas Station at 1201 Court Street. The attendant told officers that the suspect grabbed him by the throat and choked him. The suspect demanded money and cigarettes before barricading the attendant inside a cooler and warning him not to call police. The victim was able to give officers a good description of the suspect and his vehicle.

One hour later, deputies from the Tazewell County Sheriff's Department and officers from the Pekin Police Department were involved in a pursuit with a vehicle matching the description given by the victim.

The suspect lost control and crashed his vehicle along the tracks West of the 1100 block of South 2nd Street. The driver ran West from the vehicle and you pursued the suspect on foot. The suspect crossed an eight-foot chain link fence with strands of barb-wire at the top and ran into a railroad yard North of Pekin Energy. You also climbed over the fence, suffering cuts on your hands in the process. The suspect crossed under six sets of train cars. At this point, you lost him briefly but were able to follow the suspect's footprints in the snow, and locate him on top of a train car. The suspect refused to follow commands and moved out of your sight. You then climbed to the top of the train car and found the suspect hiding there. The suspect was held at gunpoint but still refused to comply with commands. The suspect was sprayed with pepper spray and was then handcuffed without any further resistance. Because of the fence, terrain and circumstances, you did not have backup immediately available.

You have been selected for this award because of your dedication to duty in capturing this dangerous robbery suspect. You did so at considerable risk to your own safety and were injured as a result. Even though backup was not immediately available, you were able to track the suspect and take him into custody. Your perseverance and bravery defending our community reflect the highest ideals of police service.

Sincerely,

Timothy M. Gillespie
Chief of Police



PEKIN POLICE DEPARTMENT

Personnel Memorandum 2005-04



LETTER OF COMMENDATION

May 03, 2005

Officer Andrew Thompson:

On Feb. 2nd, 2004, at 10:55 p.m., Pekin Police responded to a report of a robbery at Harpers Gas Station at 1201 Court Street. The attendant told officers that the suspect grabbed him by the throat and choked him. The suspect demanded money and cigarettes before barricading the attendant inside a cooler and warning him not to call police. The victim was able to give officers a good description of the suspect and his vehicle.

One hour later, deputies from the Tazewell County Sheriff's Department and officers from the Pekin Police Department were involved in a pursuit with a vehicle matching the description given by the victim.

The suspect lost control and crashed his vehicle along the tracks West of the 1100 block of South 2nd Street. The driver ran West from the vehicle and Officer Stolz pursued the suspect on foot. A second suspect ran East across South 2nd Street and East on Edds Avenue. You pursued the suspect on foot and ordered the suspect to stop. The suspect continued to run East to Dell Street. You pointed your taser at the suspect, activated the red laser sight and told the suspect he was going to be tased. The suspect saw the laser and stopped. He followed verbal commands to lie on the ground. You held him there until help could arrive to secure the suspect.

You are to be commended for your perseverance and quick thinking. Using the laser site and intimidating the suspect into surrendering affected the arrest without injury or additional risk to anyone. Your capture of this dangerous robbery suspect and efforts in defending our community are recognized and appreciated.

Sincerely,

Timothy M. Gillespie
Timothy M. Gillespie
Chief of Police



PEKIN POLICE DEPARTMENT

Personnel Memorandum 2005-06



MERITORIUS SERVICE

May 3, 2005

Officer Seth Ranney:

You have distinguished yourself as an Investigator with the Pekin Police Department since 2004. In this capacity, you were assigned to a Federal Methamphetamine Drug Task Force. This very small task force has brought about a dramatic improvement in the quality of life for residents of the City of Pekin. At its worst point, in 2002, there were over sixty known clandestine methamphetamine labs found in Pekin. Several of these labs caused fires and explosions. People were injured and hundreds of thousands of taxpayer dollars were spent cleaning up the toxic waste from these labs. It is a remarkable accomplishment that in this short time methamphetamine labs have been reduced by seventy-five percent.

But this is not what sets you apart. This is just the product, or the end-result, of an exceptionally driven, talented and responsible police officer. You put these qualities to use every day and are always willing to help others.

You will spend hours trying to resolve a problem for a citizen, even if it doesn't relate to your work in the drug task force. You have a thirst for knowledge that you share with your peers, and continually offer good suggestions on how to make this a better and safer police department.

In spite of working more hours per week than any other officer on the department – of carefully building solid cases and seeing those turn into lengthy prison sentences, you never seems to lose sight of our real purpose – to serve the good citizens of Pekin and to improve their quality of life.

It is for these reasons that I believe you should receive a Certificate of Meritorious Service.

Sincerely,

Timothy M. Gillespie
Chief of Police



**PEKIN POLICE
DEPARTMENT**
Personnel Memorandum 2005-07



LETTER OF COMMENDATION

May 3, 2005

Officer Steve Fitzanko:

Re: Incident # 04-20338

On December 10, 2004, you responded to a call to locate a possible suicidal subject. You located the person's vehicle and as you approached him to talk to him, Richard Strasser produced a nail gun and stated he was going to shoot himself in the head. During this highly stressful chain of events, your calm, caring demeanor gained Strasser's trust, so that he eventually put down the nail gun and accepted psychological treatment. It is very possible that Strasser is alive today because of your actions.

Police Officers in general try to maintain a façade of cool, professional indifference. Your caring attitude was the difference in this instance between a good outcome and one not so good. I commend you for your actions. It is through actions such as this that the Mission Statement of the Pekin Police Department is truly fulfilled.

Sincerely,

Timothy M. Gillespie
Chief of Police



**PEKIN POLICE
DEPARTMENT**
Personnel Memorandum 2005-08



LETTER OF COMMENDATION

May 3, 2005

Officer Thomas Pennell:

Re: Incident # 04-13300

On August 10, 2004, you responded to a call of a possible "jumper" on the Pekin Bridge. When you arrived, you observed Jeff Olsen standing on the bridge, near the ledge. Olsen appeared to be distraught and emotionally upset, saying that he was "going for a swim". You were able to engage Olsen in a conversation that eventually led him to stepping away from the ledge and agreeing to seek psychological treatment. It is very possible that Olsen is alive today because of your actions.

Police Officers in general try to maintain a façade of cool, professional indifference. Your caring attitude was the difference in this instance between a good outcome and one not so good. I commend you for your actions. It is through actions such as this that the Mission Statement of the Pekin Police Department is truly fulfilled.

Sincerely,

Timothy M. Gillespie
Chief of Police



City of Pekin
Police Department

April 30, 2005

To: Ptm. Bradd Elliott

From: Lt. Gary Lowe / Chief Timothy M. Gillespie

Ref: Letter of Commendation

Officer Elliott:

Recently, you asked to be relieved of your duties associated with the Field Training Program. You attended F.T.O. School in March of 1995, and have been training probationary officers for the past eleven years. There are thirty-one officers currently on the Pekin Police Department roster that have benefited from your training. Your loyalty to the Department and dedication to providing the best possible training is apparent in the attitudes of those officers. I cannot think of anyone that will have as great an impact on the future of this Department as what you have had. In addition to the direct benefit, I would also like to point out that you trained eight past and/or current Field Training Officers, so your legacy will continue to grow.

You have made my job as a supervisor easier and our lives as citizens better because of the dedicated service you provided as a Field Training Officer.

Thank You,

Gary Lowe

Timothy M. Gillespie
Timothy M. Gillespie



City of Pekin
Police Department

April 30, 2005

To: Ptm. Jeffrey Richardson
From: Lt. Gary Lowe / Chief Timothy M. Gillespie
Ref: Letter of Commendation

Officer Richardson:

Recently, you asked to be relieved of your duties associated with the Field Training Program. You have been involved in training probationary officers for the past eight years. There are twenty-one officers currently on the Pekin Police Department roster that have benefited from your training. Your loyalty to the Department and dedication to providing the best possible training is apparent in the attitudes of those officers. You should be very proud of the service you have provided to the Department and the Community as a whole.

You have made my job as a supervisor easier and our lives as citizens better because of the dedicated service you provided as a Field Training Officer.

Thank You,

Gary Lowe

Timothy M. Gillespie
Timothy M. Gillespie

WHEREAS, on July 16, 2005 St. Joseph's Parish in Pekin, Illinois starting with a Mass at 5:30pm will honor all men and women in their Parish who have ever served in the military with a medal of recognition; and

WHEREAS, Bishop Daniel Jenky, Pastor Tim Nolan and Congressman Ray LaHood will make the presentation of medals; and

WHEREAS, The ceremony will commence with a Proclamation by Mayor Lyn Howard, from the City of Pekin; and

WHEREAS, St. Joseph's will recognize Corporal George Henry Birkmeier who was at Pearl Harbor on December 7, 1941; and

WHEREAS, Staff Sergeant Virgil J. Vogel who served in the Korean War in 1951; and
WHEREAS, 1st Lieutenant Mary Stolz who served in Viet Nam in 1968; and

WHEREAS, Sergeant Daniel Pernham who is currently serving in Iraq; and

WHEREAS, 250 other men and women who have served their country in wartime and peacetime.

NOW, THEREFORE, BE IT RESOLVED that I, LYN HOWARD, Mayor of the City of Pekin, Tazewell County, Illinois, do hereby proclaim Saturday, July 16th, 2005, as

"ST. JOSEPH PARISH MILITARY SERVICE DAY"

and ask that all citizens of our community to join me in remembering we are "the home of the free because of the brave."

ADOPTED, this 11th day of July, in the Year of Our Lord, Two Thousand and Five.

LYN HOWARD
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

CERTIFICATE OF PUBLICATION

THE PEKIN DAILY TIMES

Gregg Ratliff, Publisher

Pekin, Illinois, June 24 20 05

LEGAL NOTICE

On Monday, July 11, 2005, at 5:30 o'clock P.M., the Mayor and the City Council of the City of Pekin, Illinois, in the Pekin City Hall, 111 South Capitol Street, Pekin, Illinois, will contemplate the adoption of an ordinance authorizing the vacation of that portion of Front Street and that portion of Elizabeth Street, all in the City of Pekin, Tazewell County, Illinois, more particularly described as follows:

Parcel 1: That portion of Front Street from the northerly boundary of the right of way of St. Mary Street to the southerly boundary of Court Street.

Parcel 2: That portion of Elizabeth Street from Front Street to an extension of the southeasterly line of Lot 17 in Block 6 of the Original Town of Pekin, Illinois.

All interested parties are incited to attend the Council meeting and any interested persons will be given an opportunity to be heard.

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

Sue E. McMillam
City Clerk
163262

6/24

I hereby certify that I am the publisher of THE PEKIN DAILY TIMES and that the annexed notice was published 1 times in the Pekin Daily Times, a secular public newspaper of general circulation, printed and published daily, except Sunday, and legal holidays, for at least 1 year prior to the 24 day of June 20 05 in the City of Pekin, Tazewell County, State of Illinois: that publication of said notice was made in said newspaper as follows:

the first on the 24 day of June 20 05 ;
the second on the day of 20 ;
the third on the day of 20 ;
the fourth on the day of 20 ;

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

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

Gregg Ratliff
Publisher of

THE PEKIN DAILY TIMES

Publication Fee. \$ 37.13
Posters, Slips \$ 5.00
Total \$ 42.13

By Hanna Hoder

Vacating Front Street

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 2, CHAPTER 13, SECTION 1
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING TRAFFIC SAFETY COMMITTEE**

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

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 City Council has determined that it is in the best interests of the City to amend the City Code regarding composition and voting members of the Traffic Safety Committee.

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

That Title 2, Chamber 13, Section 1 be deleted in it's entirety and replaced with the following:

2-13-1: COMPOSITION; TERMS: There shall be a committee known as the TRAFFIC SAFETY COMMITTEE which shall consist of **7 voting members** ~~5 persons~~, being the Chief of Police, Chief of Fire Department, Director of Public Works, ~~City Engineer~~, **Street Superintendent, the City Manager and an at-large Staff Representative** and a Commissioner appointed by the Mayor, who shall be Chairman. All members shall serve without salary. The Chairman shall be appointed for a 1 year term, commencing the first Monday in May. Committee members may designate an alternate to attend meetings. (Ord. No. 2342 10-13-03)

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 _____, 2005; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2005.

Mayor

ATTEST:

-----Original Message-----

From: Kief, Denny
Sent: Friday, July 01, 2005 3:13 PM
To: Commissioners
Subject: Wastewater Contract

Yesterday I met with Keith Gleason (Teamster's Representative) to negotiate the terms of the Wastewater Treatment workers agreement. The contract is virtually resolved and should be on your July 11th City Council agenda. The agreement has many of the same general conditions of the other (Street, Solid Waste and General Unit) Teamster Contracts. See me for specifics. Attached is a Draft version of that contract.

ARTICLES OF AGREEMENT BETWEEN
CITY OF PEKIN, ILLINOIS
AND
TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 627
EFFECTIVE AUGUST 1, 2005 - JULY 31, 2010
WASTEWATER TREATMENT DEPARTMENT

July 11, 2005

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AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2005, 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 been 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, 2005 to and including July 31, 2010, 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.

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 July 31, 2009, or July 31 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 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				
	8-01-05	8-1-06	8-1-07	8-1-08	8-1-09
O & M Technician IV:	\$26.50	\$27.30	\$28.11	\$28.96	\$29.83
O & M Technician III:	\$25.50	\$26.27	\$27.05	\$27.86	\$28.70
O & M Technician II	\$24.06	\$24.78	\$25.53	\$26.29	\$27.08
O & M Technician I:	\$22.09	\$22.75	\$23.43	\$24.14	\$24.86
O & M Technician Trainee:	\$18.80	\$19.36	\$19.94	\$20.54	\$21.16
Students	\$ 9.20	\$ 9.30	\$9.40	\$ 9.50	\$ 9.60

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.

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.

This first sentence wasn't agreed to, it should be deleted. 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. Such employees, when placed in standby status, will receive standby pay according to the following schedule:

TIME IN STANDBY STATUS	PAY RATE
Up to eight (8) hours	One-half (1/2) hour at employee's Regular base rate
More than eight (8) up to	Two (2) hours at employees regular base rate
Twenty-four (24) hours	

- 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 accomplished first by voluntary agreement among the

available employees. If voluntary agreement cannot be reached, assignment to standby status shall be rotated in order of seniority. In the event an employee is not available, he shall be bypassed until the next standby opportunity arises for which he is available, at which time the assignment procedures specified in this paragraph shall be applied.

- 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 in assignment of an employee to standby status will be corrected by giving the employee who was missed the next available standby opportunity.
- E. In the Plant Manager's absence, employees in classifications O & M Technicians II, III, and 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. The Crew Leader would be paid two hours standby pay for each day he is covering this position and, if necessary, the Crew Leader would respond to the call-in individually or as needed to assist the employees. Compensation would be paid pursuant to Article 13, Section 4.

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 11:50 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	Thanksgiving Day	Christmas Day
Veteran's Day	Friday after Thanksgiving Day	
Independence Day	Labor Day	
Memorial Day	President's 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. 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 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 or ten 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 30 day period beyond December 31.

Prior to April 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 lost, 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 thirty (30) 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.

Section 5: No vacation shall be taken earlier than January 1 or later than December 31 except with the consent of the department head involved based on a reasonable necessity for such change.

Section 6: 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 7: Current employees as of August 1, 2005, shall earn and use vacation annually between August 1 and July 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 ten (10) 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 one hundred twenty (120). 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 120 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.

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.

ARTICLE 15

HEALTH AND WELFARE

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 were in effect under the previous Collective Bargaining Agreement, except, as provided in the attachment, identified as (CITY OF PEKIN GROUP HEALTH PLAN ATTACHMENT, PLAN YEAR 2005-2006). The City reserves the right to continue to self-insure, or to change or provide alternative health care benefits by third party insurance, health maintenance organization, or other means in its unilateral discretion, whenever the City finds such change appropriate. If, during the term of this Agreement, changes in the health benefit coverage or health care benefits are instituted for employees of the City covered by another bargaining agreement, the changes shall also be applied to employees covered by this Agreement, and eligible for coverage provided herein, provided such changes in health care coverage or benefits are not reduced below those coverage's and benefits in effect at the time of the benefit or coverage change, unless mutually agreed to otherwise between the union and the City.. The City reserves the right unilaterally to implement cost containment provisions, including but not limited to preferred provider provisions, pre-admission and continuing admission review, managed care, mandatory second opinions and out-patient elective surgery. Claims for individual benefits shall be submitted pursuant to, and determined in accordance with, the provisions of the Employee Health Benefit Plan in effect, and shall not be subject to the grievance and arbitration procedure of this Agreement. Upon sixty (60) days written notice, prior to the second, third, and fourth anniversary date of this agreement, there will be a re-opener of this agreement for the purpose of negotiation of this Health and Welfare Article only, the purpose of which is to negotiate the contribution rates as provided in Section 2 of this Article. 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.

This coverage will be effective on August 1, 2005 to employees and eligible dependents hired before August 2, 2005.

Section 2: Health Care Cost The premium for health care coverage under the City of Pekin Employee Health Benefit Plan is set and/or adjusted at least annually by the third party administrator. During the term of this agreement, the City will pay the cost for employee coverage for regular, full-time employees during active employment. The city shall pay the cost for regular, full-time employees up to a total cost for individual and family coverage of and for dependent coverage of \$1240.00 per month. The employee's contribution for family coverage shall be \$50.00 per month, for the first year of this agreement. The contributions as provided in this Section shall be subject to negotiation in the re-opener as provided in Section 1 of this Article.

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 July 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.

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 that statute.

Section 3: 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 Mayor'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 4: 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 5: 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 may agree to assume the full cost of professional training, or to reimburse the employee for educational tuition only, upon completion of the classes or training 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 6: 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 7: 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 8: 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 are required 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 _____

CITY OF PEKIN GROUP HEALTH PLAN
TENTATIVE AGREEMENT
JUNE 19, 2002

It is hereby understood and agreed to between the parties signatory hereto, that the following represents the Tentative Agreement regarding the City of Pekin Health Care Plan for plan year 2002 to 2003.

This Tentative Agreement is subject to ratification of the bargaining units of the Union's signatory hereto and the terms set forth in this Tentative Agreement will not be in effect until such time as all bargaining units have ratified this Tentative Agreement.

Further, since it is understood and agreed to between the parties hereto that the plan changes set forth in this Tentative Agreement are for plan year 2002 to 2003 only, that there will be a re-opener for the City of Pekin Group Health Care Plan, effective at the end of the 2002 to 2003 plan year, at which time the parties hereto will negotiate the terms for the health care plan for the remainder of their respective collective bargaining agreements. The terms of the re-opener shall be negotiated and set forth in the respective Unions' collective bargaining agreements.

There will be an annual open enrollment period where the Retiree, the Retirees' spouse or Retirees' family member may elect to enroll in either the "Active Plan" or the "Retiree Alternate Plan"; however, in the event of a selection from one plan to another, proof on insurability will be required.

Retirees will not be required to pay the increase in premium for April and May 2002, but will however, be required to pay half of the increase in premium for June 2002, which is set forth in the attached "HEALTH INSURANCE CALCULATIONS FOR THE MONTH OF JUNE, 2002 ONLY PER COUNCIL ACTION 6-19-02." The premiums set forth in this attachment are based on the premiums for the Health Care Plan before any plan changes, since this agreement has to be ratified, and upon ratification, the new plan changes put into effect upon the first of the calendar month following ratification.

It is further mutually agreed to between the parties signatory hereto, that at the end of plan year 2002 to 2003, that fifty (50%) percent of the plan savings (based on the actuarially determined aggregate cap) will be placed into plan reserves. The remaining fifty (50%) percent of savings will be distributed on a per capita basis into a trust fund for those employees participating in this plan.

CITY OF PEKIN GROUP HEALTH CARE PLAN

PLAN YEAR 2005-2006

ACTIVE EMPLOYEE PLAN

Plan A

	In Network	Out of Network/Out of Area
Deductible	\$250 per person per year \$500 per family per year	\$500 per person per year \$1,000 per family per year
Co-Insurance	90/10	80/20 (60/40 hospital)
Out of Pocket Max	\$1,300 per person per year \$2,600 per family per year	\$2,600 per person per year \$5,200 per family per year
Prescription Plan	\$10/\$20/\$35 formulary plan as presented by MedTrak	
Premium for Active Employee Plan		
Single	\$ 608	
Single x 2	\$1,216	
Family	\$1,290	

Retiree Alternate Plan As Developed by the City of Pekin Plan B

Deductible	\$2,500 per person per year	\$5,000 per person per year
Co-Insurance	80/20 of \$5,000	60/40 of \$10,000
Out of Pocket Max	\$3,500	\$9,000

***** OUT OF AREA *****

	Deductible	\$3,750
Co-Insurance	70/30 of \$8,333	
	Out of Pocket Max	\$6,250

Prescription Plan \$10/\$20/\$35 formulary plan as presented by MedTrak

Premium for Retiree Alternate Plan

Single	\$310
Single x 2	\$620
Family	\$848

Retiree Secondary Plan (only if City is not primary) Plan D

Deductible	\$250 per person per year \$500 per family per year	\$500 per person per year \$1,000 per family per year
Co-Insurance	90/10	80/20 (60/40 hospital)
Out of Pocket Max	\$1,300 per person per year \$2,600 per family per year	\$2,600 per person per year \$5,200 per family per year

Prescription Plan

NONE

Premium for Secondary Plan

Single \$200

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, 2005 through and including July 31, 2009.

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