



City of Pekin

AGENDA

**REGULAR COUNCIL MEETING OF MAY 23, 2005
5:30 P.M.**

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. APPROVAL OF AGENDA

IV. APPROVAL OF MINUTES

Regular Council Meeting of May 9, 2005

V. PUBLIC INPUT ON AGENDA ITEMS

VI. CONSENT AGENDA

1. Receive and File Monthly Reports: Police, Fire, Wastewater Treatment, Liquor Commission
5/12/05
2. Solicitation: American Legion Post 44 Poppy Days May 26-28, 2005
Davy Fitzgerald Benefit October 8, 2005
3. Proclamation: American Legion Poppy Days May 26-28, 2005
4. Receive and File Bids CDBG Sidewalks and Handicapped Ramps Project II
5. Resolution No. 105-05/06 – Authorizing Additional Fund Depository Busey Bank
6. Resolution No. 106-05/06 - Annual Appointments
7. Receive and File Liquor Commission Recommendations:
 - Approval of Liquor License for New Star Buffet 2307 Court Street with condition
 - Approval of Liquor License for Dragon's Dome Ball Fields 3321 Griffin Avenue with conditions
8. Receive and File Zoning Board of Appeals Minutes Dated May 11, 2005
9. Receive and File Pekin Planning Commission Minutes Dated May 11, 2005
10. Receive and File Pekin Planning Commission Hearings and Recommendations:
 - a. #1668 – Recommends approval rezoning property in the North ½ of Pekin Edgewater, Sec 3 on Lakeshore Drive from B-1 to OS-1 for Mike Dever, Owner
 - b. #1669 – Recommends approval of rezoning of Part D in East Willow Addition and Lots 248 & 246 in Greenbrier Sec #3 from B-1 to RM-3 for William J. Leman, Owner
 - c. #1670 – Recommend approval of the amendment of Chapter 6 of the Zoning Code of the City of Pekin Article A, B-1 (Local Business District), 9-6A-2, Principal Uses Permitted to include Restaurants that serve liquor/alcohol

VII. COMMUNICATIONS, PETITIONS, REPORTS

Awards and Recognition in the Police Department and Fire Department (TG)

Mitsubishi Purchase Agreement (LH)

VIII. NEW BUSINESS

1. Ordinance No. 1568-A -155 – Providing for the Rezoning of Certain Property
Mike Dever/Lot 32 Edgewater ParkB-1 to OS-1 (JW)
2. Ordinance No. 1568-A 156 - Providing for the Rezoning of Certain Property
Bill Leman/Lots 248 and 246 Greenbrier B-1 to RM-3 (JW)
3. Ordinance No. 2429-OA - Amending Zoning Code Title 9, Chapter 6A, Section 2
“restaurants that serve liquor “ (JW)
4. Ordinance No. 2430-OA - Amending Zoning Code Title 9, Chapters 6 and 7
Regarding Site Plan of Special Use Liquor Sales (SB)
5. Ordinance No. 2431 - Amending Liquor Code Title 3, Chapter 3
Regarding Review of Site Plan by Staff (SB)
6. Approval of Recommendation to Liquor Commissioner for Liquor Use at 2307 Court Street
for New Star Buffet subject to condition (LH)
7. Approval of Recommendation to Liquor Commissioner for Liquor Use at 3321Griffin Avenue
for Dragon’s Dome Ball Fields subject to conditions (LH)
8. Ordinance No. 2432 - Amending the Code of the City of Pekin 1995 Title 6, Chapter 3
Regarding Animals (SB)
9. Ordinance No. 2433 - Amending the Code of the City of Pekin 1995
Title 1, Chapter 5, Section 5 Regarding Order of Business (BM)
10. Ordinance No. 1462-A-233 - Amending the Traffic Code Title 8, Chapter 2, Sections10 and 11
Regarding Jerome as Through Street (TB)
11. Award Bid CDBG Sidewalks and Handicapped Ramps Project II (JW)
12. Agreement with Pearl Technology for Services (DK)
13. Intergovernmental Agreement with City of Peoria for Heater Scarify (DP)
14. Resolution No. 107-05/06 - MFT Funding for Annual Street Maintenance (DP)
15. Agreement with FOP Pekin Fraternal Order of Police Lodge #105 (TG)
16. Resolution No. 108-05/06 - Mayor’s Appointment of Committee for Treasurer Search (LH)
17. Resolution No. 109 – 05/06 - Mayor’s Appointments of Council Members as Liaisons to
Commissions, Committees and Boards (LH)

IX. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Public Questions

Press Time

X. EXECUTIVE SESSION

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, MAY 9, 2005 AT 5:30 O'CLOCK P.M.
LYNDELL N. HOWARD * MAYOR * PRESIDING**

PRESENT: COMMISSIONERS, RICHMOND, JONES, MADDOX, AND MASSAGLIA

ABSENT: NONE

The **Pledge of Allegiance** was led by wives of commissioners-elect Laura Dagit and Bobbi Blanchard.

Roll was called and all Commissioners were present.

Motion by Com'r. Massaglia, seconded by Com'r. Richmond, that the **Minutes of the Regular City Council Meeting of April 25, 2005 and the Special City Council Meeting of April 26, 2005 be approved as written.**

Motion by Com'r. Maddox, seconded by Com'r. Massaglia, that the **Minutes of the Special City Council Meeting of April 26, 2005 be amended to read in the third paragraph, "A quorum was not present".** On roll call vote, all present voted Aye.

On roll call vote, all present voted Aye on the motion to approved the **minutes of April 25, 2005 and the amended minutes of April 26, 2005.** Motion carried.

PRESENTATIONS

Mayor Howard presented Com'r. Richmond with a plaque in recognition of his service from 1995-2005. Com'r. Jones presented a City watch. Mayor Howard then presented a plaque to Com'r. Massaglia for his service for 4 years on Council. He received his departing watch from Com'. Maddox. Kevin Cone presented Com'r. Massaglia a plaque thanking him for his support of the firefighters union Local 524. New commissioners presented Richmond and Massaglia with their nameplates.

Council member gave departing comments to the end of the administration. Each thanked the Community for the privilege of serving and extended appreciation to the staff for their support.

Before leaving Commissioners Richmond and Massaglia presented a plaque to City Clerk Sue McMillan for her faithful dedication and service to the Council and City.

City Manager Dennis Kief announced that Director of Planning and Economic Development Kim Uhlig would be leaving the city employment on May 12 with reception from 4:30-6:30 p.m. in City Hall. Kim addressed the Council and thanked them for their support.

No further business to come before the Council, a motion was made by Com'r. Richmond, seconded by Com'r. Maddox, that Council adjourn Sine Die. On roll call vote, all present voted Aye.

COUNCIL ADJOURNED SINE DIE AT 5:55 P.M.

Oath of Office was administered by Notary and Pekin Township Trustee, Larry Noreuil to newly elected Commissioner Thomas J. Blanchard. Notary and sister Carol Bell sworn in newly elected Commissioner Daryl R. Dagit. Both Commissioners thanked the community and their wives for support during the campaign. The new members expressed appreciation for the help by City staff to get up to speed on Council issues.

**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, MAY 9, 2005 AT 5:35 O'CLOCK P.M.
LYNDELL N. HOWARD * MAYOR * PRESIDING**

PRESENT: COMMISSIONERS, BLANCHARD, JONES, MADDOX AND DAGIT

ABSENT: NONE

Roll was called and all Commissioners were present.

Agenda

Motion by Com'r. Jones, seconded by Com'r. Maddox, that the **agenda be approved with threaten litigation and personnel items added .(included in Executive Session).** On roll call vote, all present voted Aye.

Consent Agenda

Motion by Com'r. Jones, seconded by Com'r. Blanchard, that the **Consent Agenda be approved as presented.** City Clerk Sue McMillan presented the following items under consent Agenda.

1. Receive and File Monthly Reports: Inspections, Liquor Commission, Liquor Commission, Tazewell County Animal Control
 2. Charitable Solicitation: Pekin Amateur Hockey Association Tag Days – September 24 and 25, 2005
Boys and Girls Club Tag Day Soccer and Basketball May 14, 2005
Benefit for Lonnie Allen
 3. Receive and File Downstate FY 2006 State of Illinois Operating Assistance Application
 4. Receive and File Correspondence Illinois Energy Star Home Program
- On roll call vote all present voted Aye.

New Business

Motion by Com'r. Maddox, seconded by Com'r. Dagit, that the **GRANT AWARD IF \$125,700.00 BE ACCEPTED AND THE AGREEMENT WITH THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF A PUBLIC BOAT ACCESS AREA** be approved and the Mayor (City Manager) and City Clerk be authorized to execute all documentation on behalf of the City. City Manager Dennis Kief explained that the funds were boat ramp and improvements on the west side of the river. On roll call vote, all present voted Aye.

Motion by Com'r. Maddox, seconded by Com'r. Jones, that the **PROPOSAL FOR SERVICE FROM STS CONSULTANTS FOR BOAT LAUNCH PROJECT** in an amount not to exceed \$11,500 be approved. Improvements would include paved parking, curbs, security, lighting, floating docks, fencing. Total estimate was \$158,200.00 for the project that would be constructed in 2006. On roll call vote, all present voted Aye.

Motion by Com'r. Maddox, seconded by Com'r. Jones, that the **QUOTE FROM R LOVE DEMO FOR DEMOLITION AND/OR REMOVAL OF HOUSE AND ACCESSORY BUILDING AT 1102 MARKET STREET** in the amount of \$7,500 be accepted and be awarded contingent on final resolution of litigation. On roll call vote, all present voted Aye.

Motion by Com'r. Dagit, seconded by Com'r. Jones, that the **SERVICE AGREEMENT WITH PEARL TECHNOLOGY** for annual maintenance of the computer network in the amount of \$6,357.10 be approved. On roll call vote, all present voted Aye.

RESOLUTION NO. 104-05/06
AUTHORIZING EXECUTION OF GRANT AGREEMENT AND INCUMBENCY
CERTIFICATE WITH
ILLINOIS HOUSING DEVELOPMENT AUTHORITY
SINGLE FAMILY OWNER OCCUPIED REHAB PROGRAM (SFOOR)

Motion by Com'r. Dagit, seconded by Com'r. Jones, that Resolution No. 104-05/06 be adopted.

Other Business

Director of Public Property Greg Ranney explained that glass no longer would be picked up at residents in the Recycling Program. He also thanked the community for a successful Spruce Up Pekin.

Remarks and announcements were given by Mayor Howard:

- Encouraged citizens to show support of service men by displaying yellow ribbons.
- Announced Channel 22 would display a short synopsis of Council meeting business agenda items
- Video of Presentations to Officer and Firefighter of the Year would be shown on Channel 22
- Recognized AMBUS auction
- Encouraged citizens to attend Derby Days sponsored by Southside Business Association

Com'r. Jones asked that the City's 5 Year Business Plan be reviewed and updated from its last approval by Council 2 years ago. Also requested that the Mayor schedule a Council retreat as soon as possible to discuss issues within the City.

Com'r. Maddox congratulated SBA for successful 3 on 3 Basketball Tournament.
Kim Uhlig was presented her nameplate on leaving City employment.

Motion was made by Com'r. Blanchard, seconded by Com'r. Maddox at 6:10 p.m. that Council move to **Executive Session** to discuss Sale of Real Estate, Threatened Litigation, and Personnel. ILCS 120/2 (c.) 6, 11. 1. On roll call vote, all present voted Aye.

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

COUNCIL ADJOURNED AT 6:33 P.M.

Sue E. McMillan
City Clerk

City of Pekin

Police Department

PEKIN POLICE DEPARTMENT END OF MONTH REPORT FOR APRIL 2005

Traffic Tickets	332
Warning Tickets	452
Offenses	421
Arrests	202
Parking tickets	483

Break down of Parking Tickets

Abandoned Vehicle	1
Fire Lane	3
No Parking Light	147
Handicapped	6
Improper Parking	37
Restricted Parking	269
No Parking Zone	12
Fire Hydrant	0
Abandoned traffic haz	0
Bus Zone	1
Meter violation	7
TOTAL	483



City of Pekin

May 19, 2005

Mr. Dennis Kief
Pekin City Manager
Pekin, IL. 61554

Dear Mr. Kief,

I hereby submit to you the Pekin Fire Department April 2005 report.

Chuck Lauss
Fire Chief
City Of Pekin Fire Department

During the month of April 2005, the Pekin Fire Department responded to 250 calls total dollar loss was \$324,850.00.

Of this total, 174 (approximately 70%) were emergency medical calls, 56 were automatic fire alarms, service calls, small hazardous conditions involving no fire, and 20 involved fires, which required extinguishment and/or investigation by fire fighting personnel. Total dollar loss is estimated at approximately \$324,850.00 for the month.

On April 13, 2005, Fire Fighters responded to a report of a structure fire at 117 Orchard Street. Upon arrival the first Officer on the scene reported a single-family ranch style residential structure fully involved in fire. Engine 2 and Rescue 2 made immediate entry into the structure with a handline to perform a quick search and rescue evolution. Command called for the next in company to lay a 5" line from the hydrant and he also advised Tazcom to page in 4 personnel to stand by at the park. Fire Fighters had a difficult time maneuvering inside the structure due the amount of contents inside the structure. 13 Fire Fighters responded to the scene 4 Fire Fighters were paged in to cover the City and 2 investigators were called in to assist in the fire investigation. Estimated damage was approximately \$35,000.00 to the structure and \$10,000.00 to the contents.

On April 19, 2005, Fire Fighters responded to a report of a structure fire at 2214 Stoneybrook Apartments. Upon arrival the Officer on the scene reported a working structure fire fully involved on the second story of the apartment complex. Fire Fighters made a quick search and rescue effort on all the apartments and evacuated all residents to a safe area. Engine 2 and Rescue 2 were the first units on the scene and Engine 2 Officer took command immediately upon arrival. Engine 2 hit the fire immediately upon arrival with the deck gun to knock the fire down to assist those Fire Fighters that were going in to do the search and rescue. Fire Fighters then made entry into the complex with 1 ¾" handlines to attempt to extinguish the fire. Efforts to extinguish the fire initially were unsuccessful so Command ordered the aerial ladders to be extended for elevated streams to be used to hit the fire from overhead. The fire was extinguished using those master stream devices. Cause is determined to be accidental and caused by the occupant of the apartment of origin (#11) who had turned on a grease pot on his stove to cook some fish very late a night and fell asleep. 13 Fire Fighters responded to the scene, 8 Fire Fighters were paged in to assist with fire fighting and to cover the City Fire 1 and Fire 2 responded and 2 investigators were called in to assist with the investigation. The Office of the State Fire Marshal was also called to assist with the investigation due to the large dollar loss to the fire. Estimated damage was approximately \$175,000.00 to the structure and \$75,000 to the contents.

On April 20, 2005, Fire Fighters responded to a report of a structure fire at 1509 Summit Drive. Upon arrival the Officer in Charge reported that there was a lot of smoke coming from the apartment that had called the fire in. Upon getting into the apartment further he reported moderate smoke inside the apartment and that the fire was located in the kitchen on the stovetop as it was called. The initial fire was knocked down by a 1 ¾" hoseline. Fire Fighters entered the structure to check on any extension into the walls and ceiling area. The fire is still under investigation at this time. The resident of the apartment was taken to Pekin Hospital for minor burns to his hands while he tried to put the fire out himself. 12 Fire Fighters and Fire 1 responded to the scene. Estimated damage was approximately \$2,500.00 to the structure and \$250.00 to the contents.

On April 24, 2005, Fire Fighters responded to a report of a grain dryer fire at 1301 Front Street. Upon arrival the Officer in Charge reported heavy smoke showing from the dryer area and from one of the dust cyclones. Fire Fighters advanced 2 – 1 ¾" handlines to the top of the dryer structure and also utilized the deck gun from Engine 2 to assist in cooling the dust cyclone from outside. 12 Fire Fighters responded to the scene, 4 Fire Fighters were paged in to cover the City of Pekin and Fire 1 was also paged in. Estimated damage was approximately \$20,000.00 to the structure and \$2,000.00 to contents.

On April 26, 2005, Fire Fighters responded to a report of a working apartment fire at 1225 Florence Avenue Apartment #12. Upon arrival the Officer in Charge reported a heavy smoke coming from the entire apartment complex and a working fire coming from the window in the downstairs apartment. Fire Fighters did a quick search and rescue of the apartments within the attached structure. Fire Fighters made a fire attack with 2 – 1 ¾" handlines to extinguish the fire. There was heavy smoke damage to the apartment of origin and the upstairs apartment, but the fire damage was minimal. After the investigation was performed it was determined that the fire was accidental and was caused by the occupant leaving a frying pan of grease on the stove unattended. 12 Fire Fighters responded to the scene, Fire 1, Fire 2 and Fire 5 also responded to the scene. Fire Prevention Officer Randy Barth was sent to the facility to speak with the facility management about fire safety. Estimated damage was approximately \$20,000.00 to the structure and \$2,000 to contents.

Total calls for the month of April 2005 were 250 and are as follows:

Fires	20
Rescue and EMS	174
Hazardous Materials	8
Other types of calls	48

Total dollar loss for the month of April 2005 was approximately \$324,850.00

The training Division has again been extremely busy training our personnel as well as getting our candidates prepared for promotional examinations. On April 2, 2005 we had seven of our personnel that were involved in a training live house burn evolution. We were able to get a structure at 4815 Sheridan Road donated to us to be able to do some extensive fire fighting training, and we were able to conduct our live burn training on April 2, 2005. From April 11-16, 2005 we were able to send six of our Fire Fighters to extensive training and seminars at FDIC in Indianapolis, Indiana. Total training hours for the month of April 2005 exceeded 520 hours.

The Fire Prevention Bureau is back to running at full steam after a very smooth transition in personnel. The following is the Fire Prevention Bureau Report for the month of April 2005. We performed occupancy permits for 34 liquor establishments and posted the occupancy at those businesses. We performed final inspections for RUE 21, Dollar Tree, Hibbet Sporting Goods Store, and for New Star Buffet. There were 24 business inspections performed, 18 follow up inspections, 3 separate residential smoke detector installations, and a special follow up inspection at the Tazewell County Justice Center for a stand pipe that was not operational. We performed a fire extinguisher class for Pekin Hospital and a Public Education at Blinkiron Park for 17 children and 8 adults as well as 4 station tours. Captain Barth was also able to attend some good educational seminars at FDIC in Indianapolis in early April.

March and April are also the months that our Fire Fighters spend in spring cleaning of the apparatus and of the facilities. These activities take an extensive amount of time to complete, but it does make the apparatus as well as the facilities look nice and last longer. The guys do a great job.

This is a brief overview of the months' events from the City of Pekin Fire Department. If you have any questions, please feel free to give me a call.

Respectfully Submitted,

Charles E. Lauss
Fire Chief
Pekin Fire Department



City of Pekin

May 19, 2005

Mr. Dennis Kief
Pekin City Manager
Pekin, IL. 61554

Dear Mr. Kief,

I hereby submit to you the Pekin Fire Department March 2005 report.

Chuck Lauss
Fire Chief
City Of Pekin Fire Department

During the month of March 2005, the Pekin Fire Department responded to 296 calls total dollar loss was \$35,950.00.

Of this total, 216 (approximately 73%) were emergency medical calls, 59 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms and 21 involved fires which required extinguishment and/or investigation by fire fighting personnel. Total dollar loss is estimated at approximately \$78,750.00 for the month.

On March 6, 2005, Fire Fighters responded to a report of a structure fire at 1420 South 8th Street. Upon arrival the first Officer on the scene reported a single family ranch style residential structure involved in fire. Engine 3 and Tower 3 made immediate entry into the structure with a handline to perform a quick search and rescue evolution. Command called for the next in company to lay a 5" line from the hydrant and he also advised Tazcom to page in 4 personnel to stand by at the park. Fire Fighters made entry into the attic area where the majority of the fire was contained. Fire Fighters opened up the roof of the structure to expose the fire area and to complete overhaul operations. 13 Fire Fighters, Fire 1, Fire 2 responded to the scene, 4 Fire Fighters were paged in to cover the City and 2 investigators were called in to assist in the fire investigation. Cause of the fire is undetermined at this time, but considered to be accidental. Estimated damage was approximately \$8,000.00 to the structure and \$1,000.00 to the contents.

March 7, 2005, Fire Fighters responded to a report of a grain dryer fire at 1301 Front Street. Upon arrival the Officer in Charge reported heavy smoke showing from the dryer area and from one of the dust cyclones. Fire Fighters advanced 2 – 1 ¾” handlines to the top of the dryer structure and also utilized the deck gun from Engine 2 to assist in cooling the dust cyclone from outside. 12 Fire Fighters responded to the scene, 4 Fire Fighters were paged in to cover the City of Pekin and Fire 1 was also paged in. Estimated damage was approximately \$4,000.00 to the structure and \$1,000.00 to contents.

On March 21, 2005, Fire Fighters responded to a report of a structure fire at 1700 Court Street. Upon arrival the Officer in Charge reported that there was a lot of smoke coming from the residence. Fire Fighters found that there was fire in a small closet in the east wall of the upstairs and in the floor area of the upstairs. The initial fire was knocked down by a 1 ¾” hoseline. Fire Fighters entered the structure to check on any extension into the walls and ceiling area. Fire Investigators determined that the fire started in an electrical outlet behind the refrigerator and the fire was caused by a short circuit in the electrical conduit running up the wall to the upstairs into the closet area. 12 Fire Fighters and Fire 1 responded to the scene. Estimated damage was approximately \$5,500.00 to the structure and \$2,000 to the contents.

On March 22, 2005, Fire Fighters responded to a mutual aid call to a report of a fire at 14463 Wagonsellar Road, Excel Foundry. Upon arrival the Officer in Charge reported heavy smoke showing from the back foundry building and from one of the dust cyclones. Tower 3, Engine 3, Fire 1 and Fire 2 responded to the scene, Fire 1 assumed Command of the scene. Fire Fighters set up Tower 3 and assisted Cincinnati Township in setting up a drafting operation to assist in cooling the dust cyclone from outside. Tower 3 extended the aerial over the cyclone and over the foundry building to spray a cooling spray over both facilities. 2 Pekin Fire Fighters, a Cincinnati Fire Fighter and an Excel worker went into the foundry area to check for any fire extension and found none. After the cyclone had been cool for approximately 45 minutes 3 Fire Fighters advance a 1 ¾” handline to the top of the cyclone to open the inspection hatches and flush the cyclones inside with water. Fire Fighters flushed the insides of the cyclones approximately 30 minutes before breaking the lines down. Estimated damage was approximately \$7,000.00 to the structure and \$2,000.00 to contents.

Total calls for the month of March 2005 were 296 and are as follows:

Fires	21
Rescue and EMS	216
Hazardous Materials	10
Other types of calls	49

Total dollar loss for the month of April 2005 was approximately \$35,950.00

The training Division has again been extremely busy training our personnel as well as getting our candidates prepared for promotional examinations. We were working hard during the month of March preparing for our Entrance examinations for our potential new Fire Fighters. Total training hours for the month of March 2005 focused mostly in basic training for all Fire Fighters as well as quite a lot of self-study activities, and exceeded 520 hours of training.

The Fire Prevention Bureau has had some transition period but seems to not have skipped a beat in getting the tasks taken care of. The following is the Fire Prevention Bureau Report for the month of March 2005. We performed final inspections for Goodys and Stagger Inn. There were 12 business inspections performed, 8 follow up inspections, and 2 separate residential smoke detector installations. We performed 1 Juvenile Firesetter Interview, a final inspection of the alarm system at Broadway Village and a fire prevention Public Education talk to 48 pre-schoolers and 20 staff at Wilson School.

March and April are also the months that our Fire Fighters spend in spring cleaning of the apparatus and of the facilities. These activities take an extensive amount of time to complete, but it does make the apparatus as well as the facilities look nice and last longer. The guys do a great job.

This is a brief overview of the months' events from the City of Pekin Fire Department. If you have any questions, please feel free to give me a call.

Respectfully Submitted,

Charles E. Lauss
Fire Chief
Pekin Fire Department



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

May 18, 2005

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

SUBJECT: April 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,

A handwritten signature in cursive script that reads "Don Hughes".

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 MARCH 2005

Regulatory Compliance

Please find the monthly discharge monitoring reports attached. The monthly CBOD average was 11 mg/l and the Suspended Solids was 9 mg/l for the treatment plant effluent. There were three excursions during this reporting period for ammonia. Two were for concentration and one was for loading.

Sludge Management

During this reporting period we processed 0.76 million gallons of sludge from the primary tanks and 3.32 million gallons of waste activated sludge across the belt thickener. There were 461,000 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. No safety issues were raised during this reporting period.

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 equipment was tested and is ready for use beginning May 1st. The first round of vibration information for the newly rebuilt blower indicates a follow up inspection is needed.

Capital Improvements

The new VFD for the FBOP pumps is ordered and will be installed when received.

Community Relations

Additional involvement is anticipated during the planning for the wastewater plant upgrade and needs assessment meetings.

Work Order Statistics
Pekin Wastewater Facility
04/01/2005-04/30/2005

WO Type	Received Wos	Completed Wos
CM	49	49
PM	41	41
RM	77	77
SAFETY	5	5
SUP	35	35
GRAND TOTAL	207	207



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

May 5, 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 April 2005

Dear Mr. Balmer:

The purpose of this letter is to transmit the above subject DMR reports. There were three excursions for ammonia. Two excursions were for the daily maximum limit and one excursion was for daily maximum loading. These excursions were reported to the regional office and a follow up letter was provided. Since there were no operational changes made during this timeframe that could have caused these results, we believe the excursions were due to a pass through of above normal ammonia loading into the facility. Subsequent results have been back in the usual range.

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

Sincerely,

A handwritten signature in cursive script that reads "Don Hughes".

Don Hughes
Project Manager

Cc Mr. Jim Kammeuller
Alice Ohrtmann
John Cheslik
A name that has been redacted with a black box.
File

MITTEE NAME/ADDRESS:
me Pekin STP #1, CITY OF
DRESS 111 S. CAPITOL STREET
KIN, 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

CILITY: PEKIN STP #1, CITY OF
CATION: 606 SOUTH FRONT STREET
KIN, ILLINOIS 61554

MONITORING PERIOD
FROM 05 | 04 | 01 TO 05 | 04 | 30
(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			
OD, 5-DAY (20 DEG. C)	SAMPLE MEASUREMENT	*****	*****	26	*****	13	*****	19	NA	375	GR
1310 1 0 0 FFLUENT GROSS VALUE	PERMIT REQUIREMENT	*****	*****	LBS/DAY	*****	REPORT MO AVG	*****	MG/L		DLYWH DISCHR	GRAB
4	SAMPLE MEASUREMENT	*****	*****	****	6.97	*****	6.97	12	0	375	GR
400 1 0 0 FFLUENT GROSS VALUE	PERMIT REQUIREMENT	*****	*****	****	6.0 MINIMUM	*****	9.0 MAXIMUM	SU		DLYWH DISCHR	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	*****	*****	26	*****	62	*****	19	NA	375	GR
530 1 0 0 FFLUENT GROSS VALUE	PERMIT REQUIREMENT	*****	*****	LBS/DAY	*****	REPORT MO AVG	*****	MG/L		DLYWH DISCHR	GRAB
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	*****	*****	26	*****	1.98	*****	19	0	250	GR
3060 1 0 0 FFLUENT GROSS VALUE	PERMIT REQUIREMENT	*****	*****	LBS/DAY	*****	2.0 MO AVG	*****	MG/L		DLYWH DISCHR	GRAB
OLIFORM, FECAL GENERAL	SAMPLE MEASUREMENT	*****	*****		*****	*****	10	13	0	250	GR
1055 1 0 0 FFLUENT GROSS VALUE	PERMIT REQUIREMENT	*****	*****	*****	*****	*****	400 DAILY MX	#/100ML		DLYWH DISCHR	GRAB
LOW, TOTAL	SAMPLE MEASUREMENT	*****	0.387	(3R)	*****	*****	*****		NA	375	GR
2220 1 0 1 FFLUENT GROSS VALUE	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

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 | 05 | 05

AREA CODE NUMBER

YEAR MO DAY

COMMENT AND EXPLANATION OF ANY VIOLATIONS

NUMBER OF DAYS OF DISCHARGE: 1

(Reference all attachments here)

Form by WindowChem(707)884-0845;ph11090;v5.01;4/1/96

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

F-FINAL

Approval Expires 10-31-94

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

MONITORING PERIOD

FROM 05 | 04 | 01 TO 05 | 04 | 30
(20-21)(22-23)(24-25) (26-27) (28)(30-31)

MAJOR

INFLUE No Discharge ***

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)	SAMPLE MEASUREMENT	*****	*****	26	*****	233	*****	19	NA	260	CP
00310 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	*****	*****	LBS/DY	*****	REPORT MO AVG	*****	MG/L		5 DAYS WEEK	COMPO
SOLIDS, TOTAL	SAMPLE MEASUREMENT	*****	*****	26	*****	246	*****	19	NA	260	CP
00530 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	*****	*****	LBS/DY	*****	REPORT MO AVG	*****	MG/L		5 DAYS WEEK	COMPO
FLOW, IN CONDUIT OR THU TREATMENT PLANT	SAMPLE MEASUREMENT	3.23	5.05	03	*****	*****	*****		NA	105	RT
50050 G 0 1 RAW SEW/INFLUENT	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	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.	TELEPHONE	DATE
Donald J. Hughes / Project Manager TYPED OR PRINTED		 SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	309-477-2333
		AREA CODE NUMBER	YEAR MO DAY

COMMENT AND EXPLANATION OF ANY VIOLATIONS

(Reference all attachments here)

Forms by WindowChem(707)884-0845;ph11090,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 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	04	01	TO	05	04	30
	(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)	SAMPLE MEASUREMENT	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		*****	*****	26	6.8	*****	*****	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		*****	*****	*****	7.5	*****	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		258	370	26	*****	9	11	19	0	260	CP		
	PERMIT REQUIREMENT	1814 MO AVG	3265 WKLY AVG	LBS/DAY	*****	25 MO AVG	45 WKLY AVG	MG/L		5 DAYS WEEK	COMPO		
NITROGEN, AMMONIA TOTAL (AS N) 00610 1 0 0 EFFLUENT GROSS VALUE		*****	962	26	*****	*****	37.0	19	3	260	CP		
	PERMIT REQUIREMENT	*****	1807 DAILY MX	LBS/DAY	*****	*****	24.9 DAILY MX	MG/L		5 DAYS WEEK	COMPO		
FLOW, IN CONDUIT OR THRU TREATMENT PLANT 50050 1 0 0 EFFLUENT GROSS VALUE		3.32	5.77	03	*****	*****	*****		NA	105	RT		
	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	*****	*****	*****	*****		CONTINUOUS	RCOTOT		
CHLORINE, TOTAL RESIDUAL 50060 1 0 1 EFFLUENT GROSS VALUE		*****	*****	26	*****	*****	NA	19	NA	500	GR		
	PERMIT REQUIREMENT	*****	*****	LBS/DAY	*****	*****	0.75 DAILY MX	MG/L		CLRNT N	GRAB		
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 0 0 EFFLUENT GROSS VALUE		312	520	26	*****	11	16	11	0	260	CP		
	PERMIT REQUIREMENT	1451 MO AVG	2902 WKLY AVG	LBS/DAY	*****	20 MO AVG	40 WKLY MX	MG/L		5 DAYS WEEK	COMPO		
NAME / TITLE PRINCIPAL EXECUTIVE OFFICER		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.							TELEPHONE			DATE	
Donald J. Hughes / Project Manager		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT							309-477-2333			05 05 05	
TYPED OR PRINTED									AREA CODE NUMBER			YEAR MO DAY	

COMMENT AND EXPLANATION OF ANY VIOLATIONS

(Reference all attachments here)

Form by WindowChem(707)884-0845;ph11090;v5.01;4/1/98

DMF LOAD LIMITS DISPLAYED. There were three excursions for ammonia. Two results exceeded the daily maximum. The allowable loading was exceeded once. These results were reported to the regional office and a follow up letter provide E.R.

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
CSO DISCHARGE MONITORING REPORT (DMR)**

MONITORING PERIOD: 04 / 05
MONTH YEAR

NO CSO DISCHARGES OCCURRED: ☐

NAME: PEKIN, ILLINOIS

PERMIT NUMBER: IL 0034495

ADDRESS:

CITY: PEKIN

STATE: IL

ZIP CODE: 61554

TELEPHONE: (309) 477-2333

RAIN EVENT START DATE:	ESTIMATED DURATION OF EVENT (IN HOURS):	ESTIMATED AMOUNT OF RAINFALL (IN INCHES):	CSO OUTFALLS THAT DISCHARGED:		ESTIMATED DURATION OF CSO DISCHARGE (IN HOURS):
			OUTFALL NUMBER:	OUTFALL DESCRIPTION:	
4/12	2.0	0.25	002	TREATED COMBINED SEWAGE OUTFALL	0
			003	STATE STREET LIFT STATION	0
			004	CAROLINE STREET OVERFLOW	0.1
			005	COURT STREET OVERFLOW	0.2
			006	FAYETTE STREET OVERFLOW	0.5
4/21-22					
"	2.0	0.9	002	SAME AS ABOVE	3.4
			003	" " "	1.9
			004	" " "	1.8
			005	" " "	1.7
			006	" " "	2.3
4/22-23	1.0	0.2	002	SAME AS ABOVE	0
			003	" " "	0
			004	" " "	0
			005	" " "	0
			006	" " "	0
					0

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER <u>DONALD J. HUGHES</u> <u>PROJECT MANAGER</u> TYPED OR PRINTED	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 33 USC § 1319 (Penalties under these statutes may include fines up to \$10,000 and or maximum imprisonment of between 6 months and 3 years.)	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT <u>Donald J. Hughes</u>	DATE		
			<u>05</u>	<u>04</u>	<u>05</u>
			MO	DAY	YEAR

This Agency is authorized to require this information under Illinois Revised Statutes, 1991, Chapter 111 ½, 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.

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

April 14, 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
Ammonia Excursions

Dear Mr. Balmer:

The purpose of this letter is to provide the required follow up to the verbal notification regarding the above subject excursions.

Yesterday, I received faxed results from the lab doing our testing. The ammonia result for our effluent on April 4th was 37 mg/L and on April 5th it was 25 mg/L. Our ammonia limit during April is 24.9 mg/L. Since the operation of the facility was not changed during this period, we believe the increased ammonia was probably the result of a higher than normal ammonia load entering the facility.

Notification was called in to Mr. Jim Kammuehler when the results were received on Wednesday April 13, 2005. If you have any questions or would like additional information, please call me at (309) 477-2333 at your convenience.

Sincerely,

A handwritten signature in cursive script that reads "Don Hughes".

Don Hughes
Project Manager

Cc


Alice Ohrtmann
John Chezlik
File

City of Pekin

LIQUOR COMMISSION MINUTES

THURSDAY, MAY 12th, 2005

4:00 P.M.

CITY HALL CONFERENCE ROOM

Roll Call

Roll was called and the following members were present: Chairman Roy Bockler, David Eitenmiller, Gary Allen, and Deputy Chief Ted Miller standing in for Chief Gillespie.

Absent: John McCabe, Don Nell, and Chief Gillespie.

Also present: Attorney Sue Bosich, Mayor Howard, Bill Griffin, Cindy Galyean, Cindy Keyes, Officer Chris Bitner, Officer Rick VonRohr and Dan with the Pekin Daily Times.

Chairman Bockler opened the meeting at 4:00pm.

Approval of Agenda

Motion by Eitenmiller, seconded by Allen that the Agenda of May 12th be approved as presented. Motion carried by voice vote.

Approval of Minutes

Chairman Bockler entertained a motion to approve the minutes of April 28th as submitted. Motion by Allen, seconded by Eitenmiller that the minutes of April 28th be approved as presented. Motion carried by voice vote.

Chuck Lauss entered meeting at 4:10pm.

New Business

Chairman Bockler had everyone in attendance at the meeting introduce themselves. Bill Griffin, owner Concorde Inn, Dan from Pekin Times, Cindy Galyean, Concorde Inn, Cindy Keyes, Dragon's Dome, Rick VonRohr, Pekin Police Department, Chris Bitner, Pekin Police Department.

Introduce the Liaison Officers: Deputy Chief Ted Miller introduced Chris Bitner; Crime Prevention Officer has been with the PPD for 10 years, day shift. Rick VonRohr has been with the PPD for 2 years and is 2nd shift. The Liaison Officers have had some contact with 4 establishments for the "view from the street". They are all trying to come

into compliance. Incident at Stokers, where a bartender failed to report a fight on the property where Rick handled. Rick stated he forwarded the incident report to the Liquor Commissioner. Chairman Bockler see that having Police Liaison Officer as being proactive with the liquor establishments. Any questions they can call 1st or 2nd shift and ask for these two officers.

Wine Tasting, currently under our license of the Code does not provide specifically for Wine Tasting. It appears it would fall under a Class C license, for a 1 or 2 day license. Bosich did look at the State Statute. State Statute does allow for product sampling that is not included in our code. We could allow it as it is in the State Code or not allow it right now and then consider it later on to amend our Code. Discussion followed. Eitenmiller feels we should be more restrictive. Allen said just the opposite. Miller wanted to know what kind of format, where being held. They would have to be within the guidelines and that would not be an enforcement issue with the police. Chairman Bockler stated he would not make a special rule at this time it's been allowed in the past and will continue for now. Could review in the future to make revisions to the Code. Consensus of committee to allow as is permitted under State Code.

Dragon's Dome ball fields: Chairman Bockler questioned where the liquor was going to be served, is that fenced in, he knows the diamonds are fenced, but is there going to be an enclosed area, over 21 to purchase the alcohol. Cindy Keyes stated it would be in the perimeter of the ball fields, not a beer garden. She would require wrist bands to over 21 to purchase alcohol. Bill Griffin explained the ball field areas. One entrance to ball diamonds off the parking lot. 3 or 4 months before they can build the building for concessions and bathrooms. Alcohol to be allowed in the bleacher section. No alcohol in the ball fields and dug outs. They would put a sign up stating the rules. Security would be at the gate, would hire more depending on number of people attending the tournaments. Miller asked what is going to keep them from walking off with the alcohol. Explanation was given by Cindy Keyes and Bill Griffin. Security guards are hired from the Prison and can hire off-duty police officers. Capacity of the 4 bleacher sections seat 110 at each ball field. The Liaison Officers will work with the Dragon's Dome when they have outdoor tournaments on deciding when extra security is needed.

Chairman Bockler asked for a recommendation for a Motion for the Dragon's Dome. Eitenmiller moved that we give conditional approval for the license, with the fencing done, the building done this year, no alcohol on the fields and dug outs and appropriate security. Allen seconded.

Discussion followed: Officer VonRohr asked what they planned to do if there is under age drinking going on? Keyes stated they would call the police. His concern is taking officers off the street. That would be the only time he would see a problem. Howard wanted clarification on "taking officers off the street". Being an outdoor event, large crowds would be harder to contain, and under age kids watching games.

Chairman Bockler to call a Motion to vote on the liquor license for restrictions or conditions. By voice vote, motion approved.

Concorde Inn: Pre-committee reviewed the application for Concorde Inn. Eitenmiller and Nell met on May 6th. Only questions we had where the restaurant was not going to be open, just the bar area. Cindy Galyean stated they wanted the whole area to be the bar area. Petitions will come down. As long as the Fire Chief signs off for occupancy there shouldn't be a problem. May serve pizza and buffalo wings, not a restaurant but will serve food. Will need to resubmit revised site plans stating where the bar, windows, doors are. Griffin said there will be 2 or 3 windows out in the front part of the building to get to Code on view from the street. Liquor to be sold out by the pool area; would like to address this at a later date. Opening date in about a month. Chairman Bockler asked Attorney Bosich if we could approve a license with conditions that it can be amended at a later date if they request. Bosich stated it could be amended.

Allen made a Motion to approve his liquor license upon receiving his revised site plan. Eitenmiller seconded. Any further discussion. Bosich asked Lauss about taking down the wall, is this contingent upon the license. Amend the Motion that condition upon approved site plan and final sign-off inspection by the Police and Fire Department. Griffin said may need more time to get the petitions down, would like the license for the bar area now. Chairman Bockler to make clear that the view from the street with the Police Dept. will be satisfied, the bar area, the occupancy at that time, Lauss can re-issue the occupancy permit when petitions are down. Roll call, Motion carried by voice vote.

Other Business:

Chairman Bockler stated there is a Liquor Hearing on May 26th; we are changing format of the Hearing. Prior to the meeting there will be a packet with details of the Hearing at the Secretaries desk, in the packet will be a sheet for your disposition for whatever you feel after the Hearing. You will hand your packet back to the Chairman, then in return, you will keep the sheet, then you will write on the sheet your feelings as to what level of penalty. Chairman Bockler will then read those first, so we get a feel from this committee on the positions, we then will discuss and then arrive at a consensus and then pass on our recommendation to the Liquor Commissioner.

Secretary to get copies of the State Liquor Code to the Commission. It's on-line at www.state.il.us

Any questions or comments. Bosich stated the packets will contain information on the facts that the licensee stipulated too. Reason why the packets need to be returned is its sensitive information. If it's a full blown hearing you would not get the facts, you would still get an envelope with the blank piece of paper in it. Everything you read is what the licensee is agreeing too. The Liquor Commissioner wanted to convey to you that with regards to the last Hearing, he decided not to go along with committee recommendation; he is giving them a suspended fine and paying cost of Hearing. If he does not get into any trouble in the next twelve months that fine will be disregarded. Bosich brought a list of Hearings that she personally attended and what sort of penalties/severity of the violations so you could get an idea on how the fines and/or suspensions are made.

Allen stated he is very disappointed to hear that the Liquor Commissioner did not take the committee's recommendation. "Howard sat there and said he was going to stand behind our decision and then went and changed it." Very unprofessional to tell you he agrees with your recommendation and then changes it. So noted.

No further business, Chairman Bockler entertained a motion to adjourn; motion was then made by Eitenmiller, seconded by Allen to adjourn. Motion carried by voice vote.

Meeting adjourned at 5:15 P.M.

Respectfully submitted,
Paula Gensel, Secretary

May 4, 2005

To Whom It May Concern:

I am writing this letter to request a permit for a benefit for the family of Davy Fitzgerald. The benefit has been set up at the Eagles Lodge at 274 Derby Street In Pekin Illinois on October 8, 2005. The phone # is 309-346-3393

Davy has been diagnosed with esophageal cancer and is going through Chemo therapy and will be having a major surgery. This cancer has already reached the Third stage so Davy will not beable to work.

Davy has always been the primary income provider for his Wife Vickey and Three sons Jason, Shawn, and Brandon. Vickey is not able to work at this time because she has just recently had a Hysterectomy and is still under a Doctors care.

Davy is going to need these donations so he will beable to finacially make it through this difficult time. Also he will need to beable to still provide for his family for the two younger sons Shawn and Brandon are still living at home and still attending school.

Sincerely,

Rachel Leeper

Robin Buck

Betty Foster

Veronica Abbott (all four sisters of Davy Fitzgerald)



American Legion Auxiliary
WILLIAM SCHAEFER UNIT NO. 44
718 Court Street
PEKIN, ILLINOIS 61554

May 05, 2005

RE: Poppy Days

Dear Mayor Howard,

The American Legion and Auxiliary to Post 44, Pekin, Illinois is requesting permission to

distribute the American Legion Poppy on May 26, 27, and 28, 2005. We always request

permission from the local businesses before the dates.

Sincerely,

Norma Walker, Poppy Chairman
American Legion Auxiliary Unit 44

WHEREAS, America is the land of freedom, preserved and protected willingly and freely by citizen soldiers; and

WHEREAS, Millions who have answered the call to arms have died on the field of battle and

WHEREAS, A nation at peace must be reminded of the price of war and the debt owed to those who died in war; and

WHEREAS, The red Poppy has been designated as a symbol of sacrifice of lives in all wars; and

WHEREAS, The American Legion and American Legion Auxiliary has pledged to remind Americans annually of the debt through the distribution of the memorial flower,

NOW, THEREFORE, BE IT RESOLVED that I, LYN HOWARD, Mayor of the City of Pekin, Tazewell County, Illinois, do hereby proclaim May 26th, 27th and 28th of May, 2005, as

"POPPY DAYS"

and ask that all citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy on these days.

ADOPTED, this 23rd day of May, in the Year of Our Lord, Two Thousand and Five.

LYN HOWARD
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

Item No.	Items	Unit	Qty	ESTIMATE		R.A. Cullinan and Son		Wm. Aupperle & Sons		P.J. Hoerr	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	DEMOLITION										
1	Sidewalk Removal	SF	8872	\$1.00	\$8,872.00	\$1.90	\$16,856.80	\$2.39	\$21,204.08	\$1.25	\$11,090.00
2	Curb Removal	LF	728	\$8.00	\$5,824.00	\$16.50	\$12,012.00	\$13.30	\$9,682.40	\$6.50	\$4,732.00
	CONSTRUCTION										
1	PCC Sidewalk/Ramp	SF	8902	\$4.50	\$40,059.00	\$6.50	\$57,863.00	\$5.27	\$46,913.54	\$4.90	\$43,619.80
2	PCC Curb Replacement	LF	728	\$18.00	\$13,104.00	\$37.10	\$27,008.80	\$44.71	\$32,548.88	\$33.00	\$24,024.00
3	Aggregate Base Course	TONS	77	\$20.00	\$1,540.00	\$60.00	\$4,620.00	\$35.00	\$2,695.00	\$30.00	\$2,310.00
4	Pavement Patching	SY	93	\$30.00	\$2,790.00	\$36.00	\$3,348.00	\$36.72	\$3,414.96	\$34.00	\$3,162.00
5	Detectable Warning Surface	SF	744	\$35.00	\$26,040.00	\$16.40	\$12,201.60	\$27.05	\$20,125.20	\$30.00	\$22,320.00
	ALTERNATE ITEM										
1	Saw Cutting Curb to Shape	LF	As Needed	\$20.00		\$16.00		\$25.00		\$16.00	
				Total	\$98,229.00	Total Base Bid	\$133,910.20	Total Base Bid	\$136,584.06	Total Base Bid	\$111,257.80



City of Pekin

Finance Department

TO: Mayor Howard,
Council Members: Blanchard, Dagit, Jones and Maddox

FROM: Robert A. Reis, Sr., Finance Director/Treasurer

SUBJECT: May 23rd Agenda Items

DATE: May 18, 2005

On the May 23rd council agenda is a resolution authorizing Busey Bank as a depository of the City. This is a routine housekeeping action initiated by the merger of First Capital Bank into Busey Bank. This will allow them to compete for City Investments and any other banking needs we should require in the future.

A second item under new business is a staffing agreement with Pearl Technology for staffing. The city is contemplating bringing the Network Administrator in house in this fiscal year. A review of the costs for in-house versus contract support was conducted this past spring. From a cost stand point, it was determined to be essentially a break even proposition.

The deciding factor was maintaining the continuity of the current staffing. The old contract allowed the City to bring the current employees in-house with out break in coverage, the new contract would not have. We have essentially had a long probation period with both current holders of the Network positions. They have integrated well with our staff and have performed over and above for the City.

Based on this, the Computer Committee felt that it would be best to have an in-house support operation from both a service and cost standpoint. Therefore, the contract with Pearl that stands before you tonight sets in motion that fact. The current network administrator would come in-house by June 30th and the assistant no later than November.

If you have any questions, please call me, or if I am unavailable, the City Manager, Denny Kief may be contacted. There is a possibility I may be out of town Monday, if so, Denny will handle any questions at the Council Meeting.

Respectfully,

cc: Denny Kief, City Manager
Sue E. McMillan, City Clerk

RESOLUTION NO. 105-05/06

**A RESOLUTION AUTHORIZING THE CITY OF PEKIN
FINANCE DIRECTOR/TREASURER TO ESTABLISH AN
ADDITIONAL FUND DEPOSITORY**

WHEREAS, the City of Pekin wishes to be fiscally responsible to its citizens, and

WHEREAS, it is prudent of the City of Pekin to distribute the risk of its cash and investments over as broad a base as possible,

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS does hereby authorize the Finance Director/Treasurer to execute on behalf of the City of Pekin, an Agreement with Busey Bank for one or more accounts or investments as necessary.

ADOPTED AND APPROVED at a regular meeting of the Council of the City of Pekin, this

_____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK

PLEDGOR/PLEDSEE AUTHORIZATION

Re: Safekeeping Account No. 578-112770

Pursuant to the terms of this Authorization, made as of the 1st day of June, 2005, Busey Bank ("Pledgor") has pledged the securities ("Securities") in the above-referenced account ("Account") at JPMorgan Chase, NA ("Bank") to City of Pekin, Illinois ("Pledgee") as collateral for certain of Pledgor's obligations to Pledgee.

1. Pledgor hereby authorizes Bank to accept instructions from time to time to hold securities which have been pledged as collateral for certain of Pledgor's obligations to the Pledgee, on behalf of the Pledgee and as the Pledgee's safekeeping agent. The following persons, acting singly, are authorized on Pledgor's behalf to instruct Bank from time to time to hold Securities in Pledgor's Account on behalf of the Pledgee and as the Pledgee's safekeeping agent as collateral for Pledgor's obligations to the Pledgee.

Name: Edward G. Paine

Name: Barbara J. Kuhl

Title: Investment Officer

Title: Investment Officer

Signature: _____

Signature: _____

Name: Douglas C. Mills

Name: _____

Title: Investment Officer

Title: _____

Signature: _____

Signature: _____

2. Except as otherwise provided herein, Bank will not release, sell, exchange, transfer or otherwise dispose of the Securities held on behalf of the Pledgee without the prior written consent of the Pledgee or as otherwise directed by a court of competent jurisdiction.

3. Pledgee hereby agrees to promptly notify Bank of the satisfaction of the obligations of the Pledgor secured by the pledged Securities. The Pledgee hereby authorizes Bank to accept instructions to release Securities from time to time held by Bank as Pledgee's safekeeping agent.

The following persons, acting singly, are authorized on Pledgee's behalf to instruct you from time to time to release Securities.

Name: Robert A. Reis, Sr.

Name:

Title: Treasurer/Finance Director

Title:

Signature: _____

Signature: _____

Name: Angela Evans

Name:

Title: Asst Finance Director

Title:

Signature: _____

Signature: _____

4. Pledgor and Pledgee each authorize Bank to rely on all written instructions given by either of them to Bank. Pledgor and Pledgee each also authorize Bank to accept and rely on instructions given to Bank whether given orally, by telephone, cable or telex which instructions Bank believes to be genuine. Bank may record any telephone calls and Pledgor and Pledgee each further agree that written confirmation (by the party initiating a communication) of any oral instructions provided to Bank shall in no way affect any action Bank takes in reliance on oral instructions.

5. Pledgor and Pledgee each understand and agree that neither Bank nor any of Bank's officers, employees or agents shall have any liability to either Pledgor or Pledgee for any action Bank or Bank's officers, employees or agents take in good faith in connection with the Securities, except for Bank's gross negligence or willful or wanton misconduct. Bank shall not be liable in any event for special, consequential or indirect damages, even if Bank has been advised of the possibility of the same.

6. Pledgor and Pledgee each understand that Bank is not responsible for, and makes no representation or warranty with respect to the validity or enforceability against third parties of the Securities or the Pledgee's security interest in the Securities.

7. The Authorization may be terminated by Bank, Pledgor or Pledgee, at any time upon written notice. Delivery of Securities as directed by either the Pledgor or Pledgee shall release Bank from all further liability or responsibility hereunder.

8. The Pledgor agrees that Bank may accept securities from the Pledgor as replacement, or in substitution, in exchange for the deposit in the account by Pledgor of securities aggregating equal or greater market value than the market value of the securities released, only upon written authorization from Pledgor.

9. This Authorization shall be binding upon and inure to the benefit of the successors and assigns of all parties. This Authorization is not assignable by Pledgor or Pledgee without the prior consent of Bank.
10. This Authorization sets forth the entire agreement between Pledgor, Pledgee and Bank concerning the pledge and supersedes all other agreements, arrangements or understandings, written or oral, concerning the pledge. No amendment or modification of this Authorization or any provision hereof shall be binding upon any party hereto unless such amendment or modification is in writing and signed by Pledgor, Pledgee and Bank.
11. This Authorization shall be governed by, and construed in accordance with, the laws of the State of Illinois.
12. If any provision of this Authorization is held invalid or unenforceable, the remainder of this Authorization will not be affected thereby and the provisions of this Authorization shall be severable in any such instance.
13. Neither the Pledgor, Pledgee nor Bank will be liable for any failure to perform its obligations when such failure arises out of causes beyond its control, including, without limitation, an act of God, accident, equipment failure, system failure or strikes. Failure of a third party to provide any telecommunications service used in connection or in conjunction with any instruction is beyond the Pledgor's, Pledgee's and Bank's control.
14. This Authorization constitutes the entire agreement and understanding between the Pledgor, Pledgee and Bank relating to the subject matter of this Authorization as of the date hereof and supersedes all prior agreements and understandings between the Pledgor, Pledgee and Bank relating to the subject matter of this Authorization.
15. The terms and conditions of this Authorization are in addition to, and do not modify or otherwise affect, the terms and conditions of any other agreements between the Pledgor, Pledgee and Bank relating to any other financial services provided by Bank to the Pledgor or Pledgee.
16. Pledgor and Pledgee hereby warrant that the persons authorized to execute this Authorization and perform its obligations under, are in fact authorized by Pledgor and Pledgee, respectively, and that Bank is entitled to rely upon such authority.
17. This Authorization shall become effective on the date accepted by Bank.

IN WITNESS WHEREOF, the parties have executed this Authorization as of the date first written above.

Busey Bank
Pledgor

By: _____

Title: _____

City of Pekin, Illinois
Pledgee

By: _____

Title: _____

Accepted:

JPMorgan Chase, NA
Bank

By: _____

Title: _____

Dated: _____

RESOLUTION NO. 106-05/06

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS that the following named persons be and they are hereby appointed to the respective offices and for a term set opposite their names to the first Monday in May, unless otherwise specified.

AIRPORT COMMISSION	Robert Ehrich	3 year term
FIRE & POLICE COMMISSION	Mark Gielarowski	3 year term
ELECTRICAL COMMISSION		1 year term
Electrical Inspector	Mark Reeder	
Fire Inspector	Charles Lauss	
General Contractor	Ed Ghelardini	
Reg. Prof. Elec. Engineer	Gene Lindholm	
Electrical Contractor	Donald Erps	
Electric Utility Rep.	Mike Fisher	
Journeyman Electrician	Harold Lard	
CITIZENS REVIEW COMMITTEE FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT REHAB PROGRAMS		1 year term
Ralph Brower		
Albert Gasper		
Maxine Maloney		
Richard Jost		
Sam G. Ingolia		
HISTORIC PRESERVATION COMMISSION		
Michael Clifton		3 year term
Susan Rynerson		3 year term
PEKIN PLANNING COMMISSION		3 year term to May 15, 2008
Michelle Holder		
Sue Ramirez		
Jim Bradshaw		
BOARD OF APPEALS		3 year term to May 31, 2008
Ron Boehm		
Marilyn Kelso		
LOAN REVIEW COMMITTEE		
James E. Warning		5 year term August 31, 2010

TRAFFIC SAFETY COMMITTEE
Thomas Blanchard-Chairman

1 year term

HUMAN RELATIONS COMMISSION/COALITION FOR EQUALITY

Melinda Figge
Jodi Wilson
Scott Lauss

3 year term to January 25, 2008

Dr. Dora Lee Ho

to fill unexpired term to January 25, 2006

TRI-COUNTY PLANNING COMMISSION & PPUATS

Dennis Kief
Lyn Howard
Joe Wuellner
David Pagliaro

PPUATS POLICY COMMITTEE
ALTERNATE PPUATS POLICY COMMITTEE
PPUATS TECHNICAL COMMITTEE
ALTERNATE PPUATS TECHNICAL COMMITTEE

BE IT FURTHER RESOLVED that the Council of the City of Pekin, Illinois reaffirms the appointments of the following named persons until such time as their successors shall be named.

Advisory Council Central Illinois Agency on Aging Leslie Pulfer

CORPORATION COUNSEL

Corporation Counsel
Assistant Corporation Counsel
Assistant Corporation Counsel
Assistant Corporation Counsel

Patrick E. Oberle
Burt L. Dancey
William P. Streeter
Sue Bosich

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 23rd day of May, 2005.

Mayor

ATTEST:

City Clerk

Pekin Liquor Commission
May 12, 2005

The Pekin Liquor Commission recommends the approval of the Liquor License for Dragon's Dome Ball Fields at 3321 Griffin Avenue with conditions. Conditions include no drinking on ball fields or dug outs, fencing finished, concession building built this year, and appropriate security based on event.

Roy E. Bockler, Chairman

Pekin Liquor Commission
April 28th, 2005

The Pekin Liquor Commission recommends the approval of the Liquor License for New Star Buffet, located at 2307 Court Street, subject to revise and approved zoning.

Roy E. Bockler, Chairman

Pekin Zoning Board of Appeals
May 11, 2005

Present:

Ron Boehm
Bob Barra
Mary Lanane, Chairman
Gary Sciortino

Absent:

Curtis Eeten
Marilyn Kelso
David Moehring, Vice Chairman

Staff Present: Attorney Dancey, Joe Wuellner and Ron Sieh

Chairman Mary Lanane led the pledge of allegiance.

Chairman Mary Lanane called the regular meeting of the Zoning Board of Appeals to order.

Roll call was taken and a quorum declared.

MOTION by Bob Barra, seconded by Ron Boehm to approve the minutes from the April 13, 2005 meeting. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

Correspondence: No Correspondence

Hearing #1:

Michael Thomas, Midwest Mudd, Inc, Proprietor requesting a 15', fifteen foot variance for a Roadside Stand located in the Northwest Corner of the parking lot of County Market with Tax I.D. #04-10-01-400-001 and commonly known as 2111 Court Street.

Chairman Mary Lanane asked that Michael Thomas state the purpose of their request.

Michael Thomas stated they want to locate a coffee kiosk at the corner of the corner of County Market parking lot. In regards to the traffic flow, we need to be about 18' from the street rather than the 32' that it takes to comply with the 25' setback. This is why we need the 15' variance.

Ron Boehm stated concerns about the traffic flow.

Michael Thomas stated he has watched the traffic flow at different times of the day and has not seen any congestion as it perceived by the public. The traffic flow pattern would be clearly marked and out of the regular traffic flow in and out of the parking lot.

MOTION by Gary Sciortino, seconded by Mary Lanane to approve the 15', fifteen-foot variance for a Roadside Stand located in the Northwest Corner of the parking lot of County Market. On roll call vote, all present voted AYE. MOTION APPROVED.

MOTION by Mary Lanane, seconded by Gary Sciortino to adjourn the meeting. On roll call vote, all present voted AYE. MOTION APPROVED.

Juanita VanBuskirk, Secretary
Zoning Board of Appeals

Pekin Planning Commission Minutes
May 11, 2005

Present:

Sue Ramirez
Michele Holder
Ralph Brower
Doug Payne
Bob Schroeder
Ron Knautz
Don Hild, Chairman

Absent:

Dick Jost
Jim Bradshaw

Staff Present: Attorney Dancey, Joe Wuellner and Ron Sieh

MOTION by Ralph Brower, seconded by Ron Knautz to appoint Don Hild as Chairman for the 2005-2006 year of the Pekin Planning Commission.

Chairman Don Hild led the Pledge of Allegiance.

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

Chairman Don Hild amended the Agenda by stricking the Site Plan Reviews for Hearings #1 & 2 as there is no Site Plean Review required for Rezoning Hearings.

MOTION by Chairman Don Hild, Seconded by Michele Holder to approve the amended agenda. On roll call vote, all present voted **AYE. MOTION APPROVED.**

Chairman Don Holder asked for approval of the minutes.

Ralph Brower asked for a correction of Hearing #1 & #4 to state that the Chairman is Dick Jost and not Ralph Brower.

MOTION by , seconded by that the minutes be approved for the April 13, 2005 meeting. On roll call vote, all present voted **AYE. MOTION APPROVED.**

PPC Correspondence: No Correspondence

City Council Action Report: Pekin City Council approved the submitted recommendation for the following Hearings:
#1664 & 1665, for 801 Hamilton Street to Rezone lots 4, 5 & 6 from R-4 (One Family Residential District) to B-1 (Local Business District) Lot 3

from R-4 (One Family Residential District) to OS-1 (Office Service District); Hearing #1666 & 1667 for 1211 S 9th Street to Rezone the property from B-3 (General Business District) to OS-1 (Office Service District); approved the recommendation not to hire a fulltime Professional Planner but, went into agreement with the Tri-County Regional Planning Commission for Planning Services in regards to training and assistance as needed.

Applications and Hearings:

There were two letters sent out with no response.

Application #1: Mike Dever, Dever Builders, Owner

**Hearing #1: Rezoning of property in
the North 1/2 of Lot 32 of Pekin
Edgewater, Sec3 on Lakeshore Drive from
B-1 (Local Business District) to OS-1
(Office Service District).**

Open Public Hearing: 6:43PM

Mike Dever was present to answer questions.

Close Public Hearing: 6:44PM

MOTION by Bob Schroeder, seconded by Doug Payne to recommend approval for Rezoning of property from B-1 to OS-1 to the Pekin City Council On roll call vote, All present voted **AYE. MOTION APPROVED.**

Chairman Don Hild recommended the petitioner attend the City Council meeting on May 23, 2005 at 5:30PM in the Council Chambers as the Planning Commission is only a recommending body.

There was one letter sent out with no response.

Application #2: William J Leman, Owner

**Hearing #2: Rezoning of Part D in East Willow
Addition and Lots 248, 246 & 247 in
Greenbrier Sec #3 from B-1 (Local
Business District) to RM-3 (Multiple
Family Residential District).**

Open Public Hearing: 6:46PM

Jeff Hornicker, interested party was present to answer questions stated he had a purchase agreement with Mr. Leman pending rezoning.

Close Public Hearing: 6:50PM

Lot #247 with Tax I.D. 04-36-103-013 was removed from the rezoning request as it was not part of property.

MOTION by Michele Holder, seconded by Ron Knautz to recommend the request for rezoning from B-1 to Rm-3 be approved by the Pekin City Council. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

Hearing #3: To Amend Chapter 6 of the Zoning code of the City of Pekin Article A, B-1 (Local Business District), 9-6A-2, Principal Uses Permitted, to include Restaurants that serve alcohol.

Open Public Hearing: 6:52PM

Close Public Hearing: 6:53PM

MOTION by Michele Holder, seconded by Bob Schroeder to recommend the amendment of the Zoning code stating to include Restaurants with incidental sales be approved by the Pekin City Council. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

MOTION by Michele Holder to adjourn the meeting.

Meeting adjourned at 7:15pm.

Juanita VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission
May 11, 2005

HEARING #1668

The Pekin Planning Commission recommends to approve the Rezoning of property in the North 1/2 of Pekin Edgewater, Sec 3 on Lakeshore Drive from B-1 (Local Business District) to OS-1 (Office Service District) for Mike Dever, Owner to the Pekin City Council.

Don Hild, Chairman

Vacant, Vice-Chairman

Pekin Planning Commission
May 11, 2005

HEARING #1669

The Pekin Planning Commission recommends to approve the Rezoning of Part D in East Willow Addition and Lots 248 & 246 in Greenbrier Sec #3 from B-1 (Local Business District) to RM-3 (Multiple Family District) for William J Leman, Owner to the Pekin City Council.

Don Hild, Chairman

Vacant, Vice-Chairman

Pekin Planning Commission
May 11, 2005

HEARING #1670

The Pekin Planning Commission recommends to approve the amendment of Chapter 6 of the Zoning code of the City of Pekin Article A, B-1 (Local Business District), 9-6A-2, Principal Uses Permitted, to include Restaurants that serve liquor/alcohol to the Pekin City Council.

Don Hild, Chairman

Vacant, Vice-Chairman

McMillan, Sue

From: Kief, Denny
Sent: Tuesday, May 03, 2005 8:22 AM
To: Staff Mtg Participants; Pagliaro, Dave; Anderson, Pamela
Subject: FW: Mitsubishi Task Force - Purchasing Program

I saw on the news this morning where Normal purchased 8 vehicles through this program. We may want to look into this.

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

From: Howard, Lyn
Sent: Wednesday, April 27, 2005 2:14 PM
To: Kief, Denny; Commissioners
Subject: FW: Mitsubishi Task Force - Purchasing Program



Mitsubishi Vehicle
Purchase Pr...

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

From: Geoff Fruin [mailto:gfruin@normal.org]
Sent: Wednesday, April 27, 2005 1:24 PM
To: Al Bowman; Alan Chapman; Bernie Anderson; Beth Harding; Brent Kirkton; Cheryl Jackson; Christina Rogers; Congressman Jerry Weller; Dave Anderson; Dave Hawkinson; Earl Kingman; Ed Brady; Frank Feigl; Galen Crow; Gary Manier; Greg Yount; Henry Bird; Jeff Clawson; Jerry De Hart; John Zeunik; Jon Astroth; Judy Markowitz (E-mail); Ken Natzke; Kevin Callis; Larry Maschhoff; Marcella Teplitz; Mark Peterson; Marty Vanags; Mayor Arteman; Mayor Bailey; Mayor Chris Koos; Mayor Courson; Mayor Cyrulik; Mayor Davis; Mayor Dobbelaire; Mayor Eisenhauer; Mayor Hetman; Howard, Lyn; Mayor Ingles; Mayor Kirby; Mayor Klein; Mayor Mool; Mayor Peters; Mayor Ransberg; Mayor Ratajski; Mayor Roth; Mayor Schwartz; Mayor Simpkins; Mayor Siscoe; Mayor Spencer; Mayor Wellenreiter; Michael Malone; Mike Kelleher; Mike Sweeney; Neal Williams; Neale McCormick; Representative Dan Brady; Representative Keith Sommer; Richard Dammers; Richard Wilson; Rick Percy; Robert Lakin; Robert Nielsen; Roger Hunt; Ron Stack; Senator Brady; Senator Dan Rutherford; Senator Dick Durbin; Sonja Reece; Tom Hamilton; Tyler Sidell
Subject: Mitsubishi Task Force - Purchasing Program

Task Force Members:

On behalf of Normal Mayor Chris Koos, I am forwarding information on the Central Illinois Mitsubishi Cooperative Purchasing Program. If you have trouble accessing the attachment please let me know. If you have questions for Mayor Koos, he may be reached via email at ckoos@normal.org or phone at 309-454-9500. Thanks!

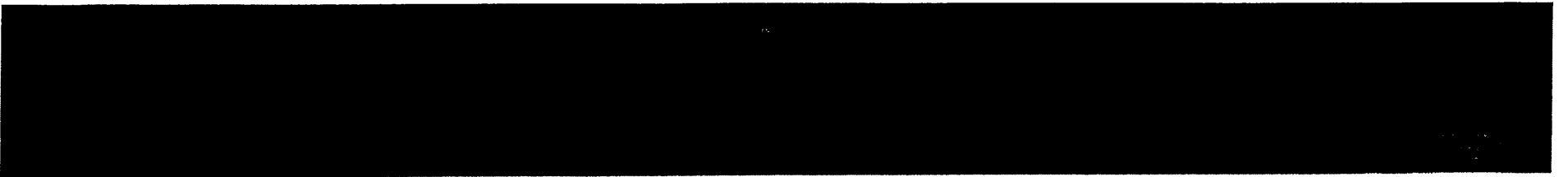
<<Mitsubishi Vehicle Purchase Program (Final).ppt>>

Geoff Fruin
Administrative Analyst
Town of Normal
100 E. Phoenix Ave
Normal, IL 61761
Phone: (309) 454-9504
Fax: (309) 454-9609
gfruin@normal.org

Central Illinois Mitsubishi Cooperative Purchasing Program

**Developed and presented by the Central Illinois Mitsubishi Task Force
in conjunction with Mitsubishi Motors of North America, Inc. and
O'Brien Mitsubishi of Normal, Illinois**

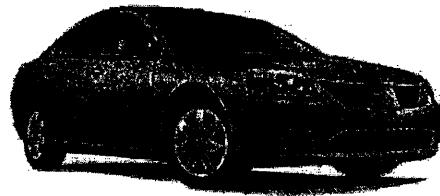
April 2005



Eligible 2005 Mitsubishi Vehicles

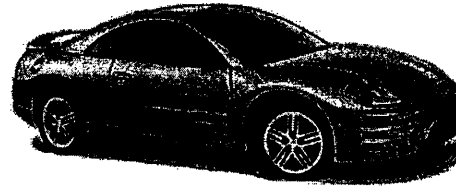


Sedans

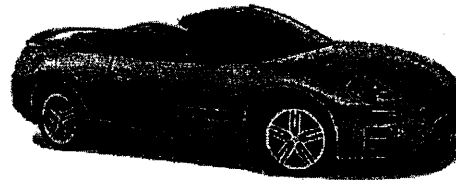


Galant

Sporty Cars

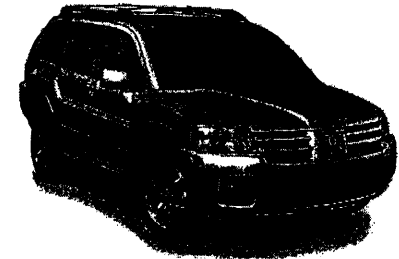


Eclipse Coupe

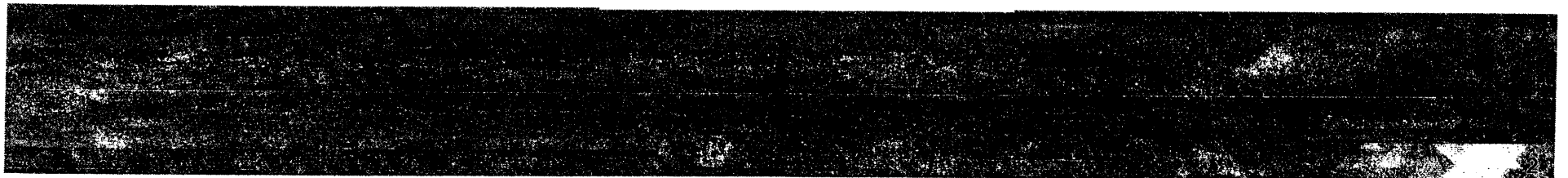


Eclipse Spyder

SUVs



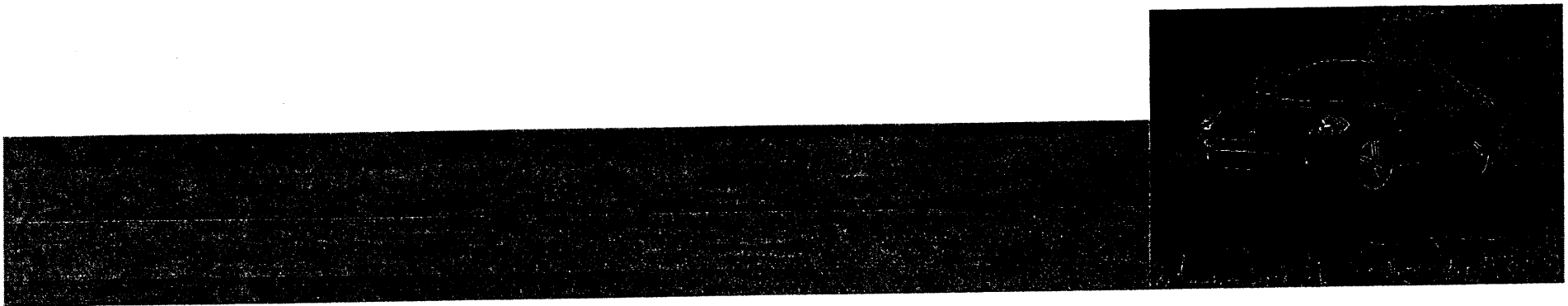
Endeavor



THE CENTRAL ILLINOIS MITSUBISHI TASK FORCE

The Central Illinois Mitsubishi Task Force was created in December of 2004 as a demonstration of broad support for workers of the McLean County Mitsubishi facility by a coalition of businesses and governments from throughout the Central Illinois region. Formed by Mayor Chris Koos of the Town of Normal, the Task Force consists of individuals representing business, government and labor from an 18 county region in Central Illinois. These counties are home to employees of the Mitsubishi Motor Manufacturing facility located in McLean County and many are also home to companies that supply parts and equipment for the Mitsubishi plant.

The Task Force has the full support and cooperation of Mitsubishi Motors of North American CEO and President Mr. Rich Gilligan who previously served as the Chief Operating Officer of the local Mitsubishi plant. In addition to Mr. Gilligan, the Task Force has been working closely with local plant officials, including recently appointed Chief Operating Officer Jerry Berwanger and representatives of UAW Local 2488 including President Ralph Timan.



Central Illinois Mitsubishi Task Force cont.

The Task Force's ultimate objective is to assist Mitsubishi in achieving its goal of returning the local plant to full production and full employment. The members of the Task Force understand the importance of these automobile manufacturing jobs to the entire Central Illinois economy. The Center for Automotive Research (CAR) of Ann Arbor, Michigan estimates that, for every one (1) manufacturing job in the automobile industry, a total of nine (9) additional jobs are created. Further, automobile plant employees are among the highest paid manufacturing employees, with annual salaries ranging in excess of \$60,000 annually.

It is therefore vitally important to Central Illinois, and of primary importance to the members of the Central Illinois Mitsubishi Task Force, that the nearly 1,200 employees who were laid off at the plant last year be returned to their jobs as soon as possible.



Central Illinois Mitsubishi Cooperative Purchasing Program



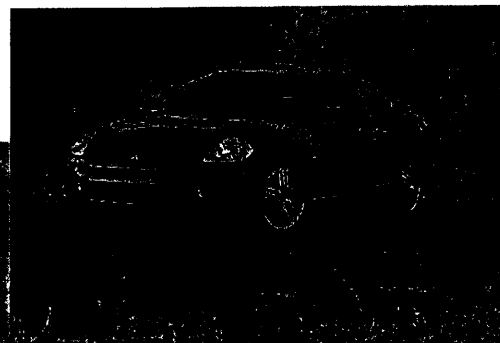
Introducing the....

"CENTRAL ILLINOIS MITSUBISHI

COOPERATIVE PURCHASING PROGRAM !"

Shortly after the Central Illinois Mitsubishi Task Force was formed, the members began development of a cooperative purchasing program that would encourage businesses and local governments in Central Illinois to purchase Mitsubishi vehicles that were manufactured at the McLean County facility. It was felt by the members of the Task Force that such a buying program would help to clearly show the region's support for the workers at Mitsubishi and that it would also serve as a tangible demonstration of the confidence in the quality of the products being produced by those employees.

Working closely with officials at the both the local plant and at MMNA's home office in California, the Task Force has come up with this cooperative purchasing program that provides all Central Illinois businesses and government entities access to very attractive pricing discounts on locally produced Mitsubishi vehicles.



Central Illinois Mitsubishi Cooperative Purchasing Program



The following are answers to some questions that we expect will be commonly asked by those organizations that may want to participate in this Cooperative Purchasing Program

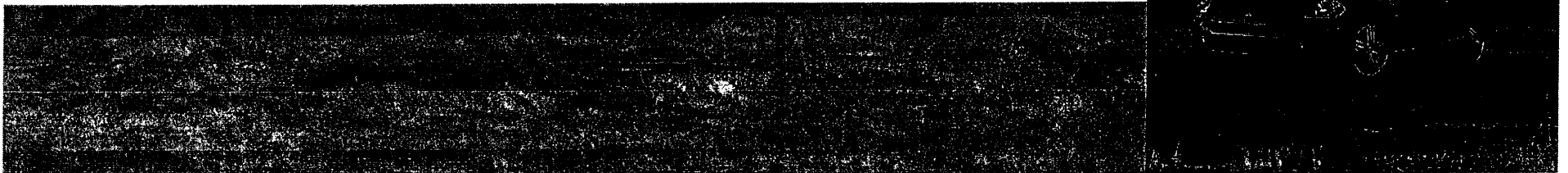
What organizations are eligible to participate?

- ✓ Any local government or business located within the following 18 County Central Illinois Region are eligible:

Champaign, DeWitt, Ford, Fulton, Knox, LaSalle, Livingston, Logan, Macon, Marshall, McLean, Peoria, Piatt, Putnam, Stark, Tazewell, Vermillion, and Woodford.

Are there any other eligibility requirements?

- ✓ All participating organizations must commit to owning and operating the purchased vehicle(s), in conjunction with the official business activities of that organization, for a period of at least six months (180 days). Also, participating organizations must have a minimum of three (3) vehicles (cars or trucks) registered in its name and/or appearing on R.L. Polk's Fleet Vehicle Registration Listing for the calendar years 1999 through 2004. However, if your organization does not qualify under the three car rule, you can contact O'Brien General Manager Ryan Gremore about getting a similar discount via one of the company's retail incentive programs.



Central Illinois Mitsubishi Cooperative Purchasing Program



More question and answers...

How do I order a vehicle(s) under this program?

- ✓ All vehicle orders will be coordinated by O'Brien Mitsubishi of Normal located at 1601 Ft. Jesse Road. You can contact either O'Brien General Manager Ryan Gremore or O'Brien Fleet Director Kate Morris at 309- 454-1222 (regremore@obrienteam.com / kmorris@obrienteam.com) to place your order or for any questions. Tax exempt entities should submit their tax identification information at the time of order.

Must payment be made at the time of order?

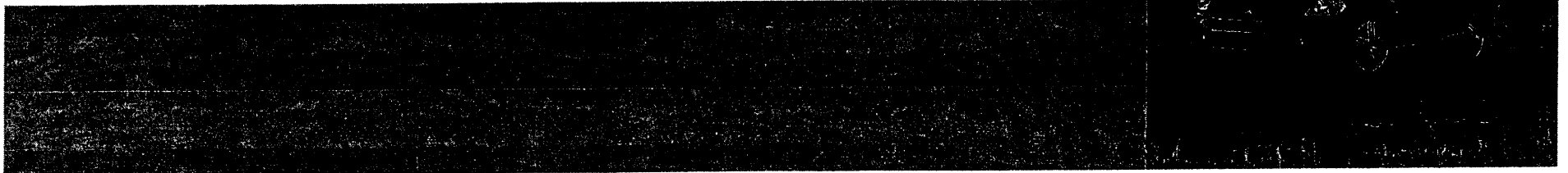
- ✓ No. Payment in full (including applicable license fees and taxes) will be due when the vehicle is delivered at O'Brien Mitsubishi. The Town of Normal will rebate the 1% state sales tax that will be collected by O'Brien Mitsubishi on all vehicles that are purchased under this program.

Once an order is placed, when can delivery be expected?

- ✓ Vehicles will be delivered to O'Brien Mitsubishi in Normal 30 to 60 days after the order is received.

What are the warranty details on the vehicles purchased through this program?

- ✓ All of the vehicles come with Mitsubishi's 10 year/100,000 mile power train limited warranty along with a 5 year/60,000 mile bumper to bumper limited warranty. Additional warranty information is attached.



Central Illinois Mitsubishi Cooperative Purchasing Program



More questions and answers...

What Mitsubishi models are available for purchase under this program?

- ✓ All 2005 vehicle models and trim levels that are manufactured at the Central Illinois Mitsubishi manufacturing facility are eligible. Those include the Eclipse, Galant and Endeavor. Special discount pricing is being provided via the manufacturer and the O'Brien dealership. The pricing information on each model and trim level package is attached.

Where can I inspect and/or test drive these vehicles?

- ✓ Feel free to stop by any of the following Central Illinois Mitsubishi dealerships. You can also get detailed information on each of the eligible vehicle models and trim levels at www.mitsubishicars.com.
 - ✓ O'Brien Mitsubishi, Normal
 - ✓ O'Brien Mitsubishi, Peoria
 - ✓ O'Brien Mitsubishi, Champaign
 - ✓ O'Brien Mitsubishi, Springfield
 - ✓ Bob Brady Mitsubishi, Decatur
 - ✓ Coronet Mitsubishi, Peru

Are trade-in vehicles accepted under this program?

- ✓ Yes. O'Brien Mitsubishi of Normal will work directly with those buyers interested in trade-in allowances.



Central Illinois Mitsubishi Cooperative Purchasing Program



More questions and answers...

What are the standard features included in each of the vehicle trim level packages?

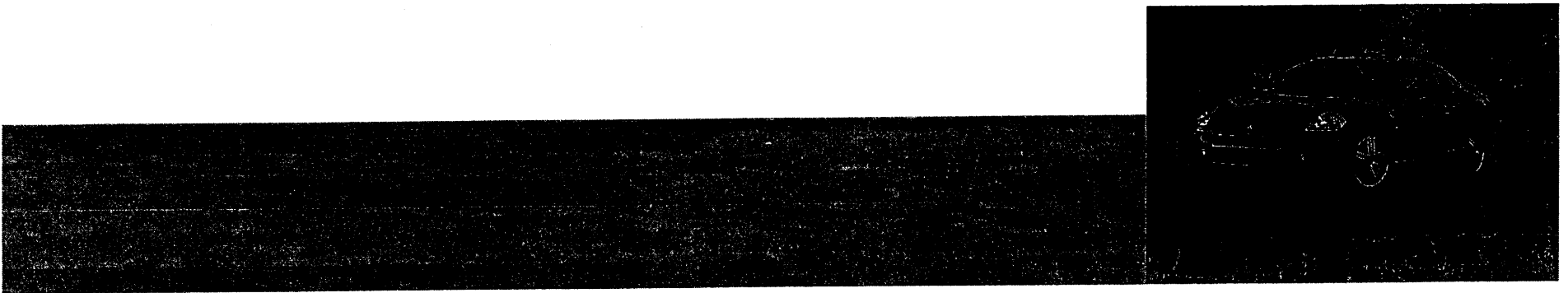
- ✓ That information is attached. You can also access detailed vehicle specification information for each model and trim level at www.mitsubishicars.com.

Is there a submission deadline for all vehicle orders under this program?

- ✓ Yes. In order to qualify for the pricing discounts available as part of this purchasing program, all vehicles need to be purchased by September 1, 2005. Therefore, orders should be placed no later than August 15, 2005. Vehicle orders after that date may be accepted with prior authorization from O'Brien Mitsubishi of Normal.

Is this a one-time only purchasing program or will a similar program be offered in future years?

- ✓ We hope to offer a similar Mitsubishi purchasing program in future years but that will be determined once the success of this year's program is evaluated.



2005 VEHICLE PRICING INFORMATION



<u>Model & Trim Level</u>	<u>MSRP</u>	<u>Total Discount</u>	<u>Your Price!*</u>
Galant DE (GA41-B A20)	\$ 18,999	\$ 3,891.63	\$ 15,107.37
Galant ES (GA41-G A21)	\$ 19,899	\$ 3,975.45	\$ 15,923.55
Galant LS (GA41-K A16)	\$ 22,499	\$ 4,152.49	\$ 18,346.51
Galant GTS (GA41-P A15)	\$ 26,499	\$ 4,388.61	\$ 22,110.39
Endeavor LS-2WD (MU45-D A01)	\$ 25,699	\$ 4,815.07	\$ 20,883.93
Endeavor LS-AWD (MU45-F A03)	\$ 27,999	\$ 4,953.95	\$ 23,045.05
Endeavor XLS-2WD (MU45-G A05)	\$ 29,099	\$ 5,020.77	\$ 24,078.23
Endeavor XLS-AWD (MU45-K B18)	\$ 30,599	\$ 5,110.59	\$ 25,488.41
Endeavor Ltd.-2WD (MU45-P A10)	\$ 31,999	\$ 5,196.19	\$ 26,802.81
Endeavor Ltd.-AWD (MU45-X A10)	\$ 33,499	\$ 5,287.03	\$ 28,211.97
Eclipse Coupe GS (ED24-K A32)	\$ 19,699	\$ 3,910.91	\$ 15,788.09
Eclipse Coupe GS (EC24-K A52)	\$ 20,699	\$ 3,966.37	\$ 16,732.63
Eclipse Coupe GT (EC24-P A45/M)	\$ 23,149	\$ 4,102.91	\$ 19,046.09
Eclipse Coupe GT (EC24-P A45/A)	\$ 24,149	\$ 4,358.37	\$ 19,790.63
Eclipse Coupe GTS (EC24-X A48)	\$ 24,899	\$ 4,199.71	\$ 20,699.29
Eclipse Coupe GTS (EC24-X A49)	\$ 26,099	\$ 4,415.65	\$ 21,683.35

Continued on next page...

*Prices do not include applicable taxes, title, licensing and destination charges.

Remember that the Town of Normal will rebate its local 4% sales tax to each purchaser creating an even greater savings.

2005 VEHICLE PRICING INFORMATION



<u>Model & Trim Level</u>	<u>MSRP</u>	<u>Total Discount</u>	<u>Your Price!*</u>
Eclipse Spyder GS (EC28-B A04)	\$ 25,149	\$ 4,188.33	\$ 20,960.67
Eclipse Spyder GS (EC28-B A20)	\$ 26,149	\$ 4,243.79	\$ 21,905.21
Eclipse Spyder GT (EC28-G A09/M)	\$ 27,349	\$ 4,310.75	\$ 23,038.25
Eclipse Spyder GT (EC28-G A09/A)	\$ 28,349	\$ 4,366.21	\$ 23,982.79
Eclipse Spyder GTS (EC28-X A13)	\$ 29,749	\$ 4,443.65	\$ 25,305.35
Eclipse Spyder GTS (EC24-X A12)	\$ 30,949	\$ 4,509.59	\$ 26,439.41

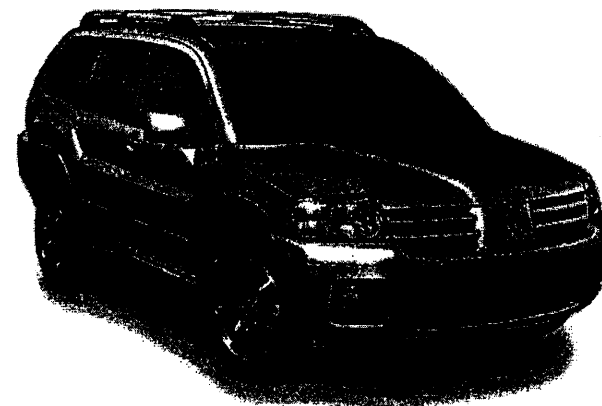
* Prices do not include applicable taxes, title, licensing and destination charges.

- Remember that the Town of Normal will rebate its local 1% sales tax to each purchaser creating an even greater savings.

Example of pricing breakdown on the ENDEAVOR XLS-AWD



2005 Endeavor XLS-AWD (MSRP \$30,599)



Dealer Cost	\$28,838
Mitsubishi Factory Discount	\$ (3,500)
Dealership Handling Fee	\$ 150
Special Central Illinois Purchase Price	\$25,488*

*Taxes, Title, License and Destination Charges are Not Included

TOTAL SAVINGS	\$ 5,111
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Example of pricing breakdown on the GALANT SEDAN ES



2005 Galant ES
(MSRP \$19,899)



Dealer Cost	\$18,774
Mitsubishi Factory Discount	\$ (3,000)
Dealership Handling Fee	\$ 150
Special Central Illinois Purchase Price	\$15,924*

*Taxes, Title, License and Destination Charges are Not Included

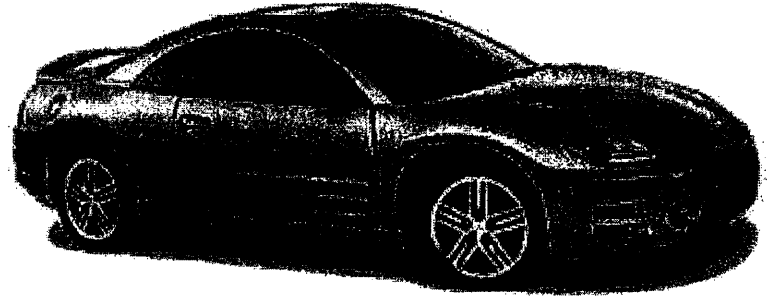
TOTAL SAVINGS	\$ 3,975
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Example of pricing breakdown on the ECLIPSE COUPE GS



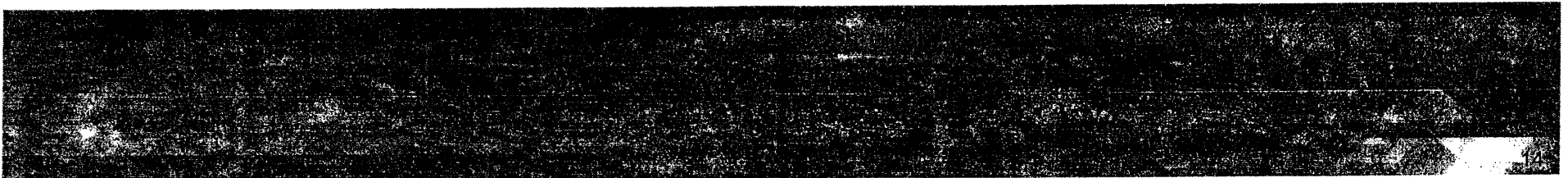
**2005 Eclipse Coupe GS/Manual
(MSRP \$19,699)**



Dealer Cost	\$ 18,638
Mitsubishi Factory Discount	\$ (3,000)
Dealership Handling Fee	\$ 150
Special Central Illinois Purchase Price	\$ 15,788*

*Taxes, Title, License and Destination Charges are Not Included

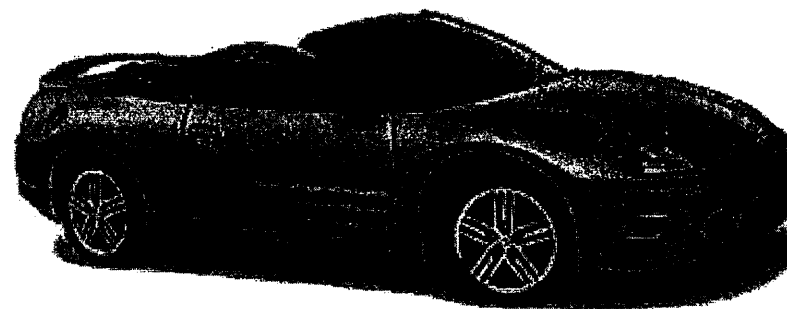
TOTAL SAVINGS	\$ 3,911
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Example of pricing breakdown on the ECLIPSE SPYDER GS



**2005 Eclipse Spyder GS/Manual
(MRSP \$25,149)**



Dealer Cost	\$ 23,810
Mitsubishi Factory Discount	\$ (3,000)
Dealership Handling Fee	\$ 150
Special Central Illinois Purchase Price	\$ 20,960*

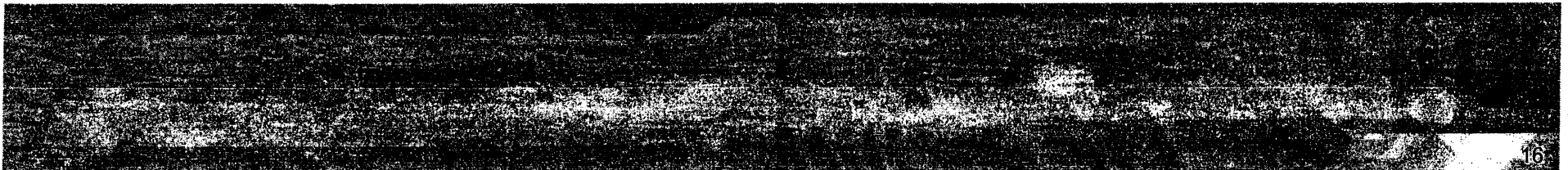
*Taxes, Title, License and Destination Charges are Not Included

TOTAL SAVINGS	\$ 4,189
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Mitsubishi Vehicle Warranty Information



- **Standard New Vehicle Limited Warranty**
 - 5 yrs/60,000 miles
- **Powertrain Limited Warranty**
 - 10 yrs/100,000 miles (original owner)
- **Diamond Care Road Assistance**
 - 5 yrs/Unlimited miles (for MY05 new vehicles purchased)
- **Anti-Corrosion and Perforation Warranty**
 - 7 yrs/100,000 miles



Contact Information



If you have any questions about the Central Illinois Mitsubishi Cooperative Purchasing Program, feel free to contact any of the following individuals:

Mr. Ryan Gremore
General Manager
Kate Morris
Fleet Director
O'Brien Mitsubishi of Normal
309-454-1222
rgremore@obrienteam.com
kmorris@obrienteam.com

Mr. Mark Peterson
City Manager
Town of Normal
309-454-9777
mpeterson@normal.org

Mr. Russell Keys
Commercial Fleet Sales Manager
Mitsubishi Motors of North America, Inc.
714-372-6007
rkeys@mmsa.com

Mr. Marty Vanags
Executive Director
Economic Development Council of the
Bloomington-Normal Area
309-661-0743
mvanags@bnbiz.org



Memo

To: Commissioners
From: Joseph W. Wuellner, Public Works Director
CC: Denny Kief, Sue McMillan, Ron Sieh, & City Attorneys
Date: May 16, 2005
Re: Planning Commission Recommendations – May 2005

Commissioners:

Here is a brief explanation of the Planning Commission recommendations before you:

1. The first hearing was a re-zoning of a parcel of land on Lakeshore Dr. This parcel was zoned entirely B-1 and the owner is splitting the property and requested the northern portion be zoned OS-1. The parcel adjoining it to the north is presently OS-1. There are no problems with this request and the commission recommended approval.
2. The second hearing was to re-zone several parcels along Florence Avenue. During a pre-sale investigation it was discovered that these parcels were zoned B-1 but are mainly apartment complexes. Since this created a non-conforming use, the owner was contacted and made aware of this situation. To correct this, he requested that the parcels be re-zoned to RM-3. This fits well within the local area since the properties across the street to the east have the RM zoning, to the north it will abut an OS-1, and to the south will remain B-1.
3. The final hearing was a change to the zoning code for B-1 Zoning Districts. The words, "that serve liquor/alcohol" were added to the end of the sixth paragraph. It was felt this was an omission in the amendments made to the code in 1999 when taverns were excluded in this business zone. Taverns will still be allowed but will require a special use that will be reviewed by the Planning Commission.

I have attached copies of the drawings/plats for the first two items for your review.

If you have any questions, please feel free to contact me.

ORDINANCE NO. 1568-A 155

**AN ORDINANCE PROVIDING FOR THE
REZONING OF CERTAIN PROPERTY**

WHEREAS, Mike Dever, is the owner of the parcel herein described, hereinafter referred to as "Petitioner", and has heretofore requested the rezoning of certain property hereinafter described in this ordinance; and

WHEREAS, the Petitioner has requested that the property hereinafter described be rezoned from its current zoning of B-1 (Local Business District) to OS-1 (Office Service District); and

WHEREAS, the Petitioner has given due notice to all interested parties; and notice of a public hearing was duly published according to the law on April 27, 2005, in the Pekin Daily Times, Pekin, Tazewell County, Illinois; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 6:30 p.m. on May 11, 2005, and subsequent to said hearing duly transmitted its recommendations to the City Council recommending the zoning of said property.

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

1. That the following described property is hereby zoned as OS-1 (Office Service District):

The North Half of Lot 32 in Pekin Edgewater Park Section Three, a subdivision in the City of Pekin, situated in Tazewell County, Illinois

PIN Part of 04-04-23-401-021

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a 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:

CITY CLERK

ORDINANCE NO. 1568-A156

**AN ORDINANCE PROVIDING FOR THE
REZONING OF CERTAIN PROPERTY**

WHEREAS, Bill Leman, is the owner of the parcel herein described, hereinafter referred to as "Petitioner", and has heretofore requested the rezoning of certain property hereinafter described in this ordinance; and

WHEREAS, the Petitioner has requested that the property hereinafter described be rezoned from its current zoning of B-1 (Local Business District) to RM-3 (Multiple Family Residential District); and

WHEREAS, the Petitioner has given due notice to all interested parties; and notice of a public hearing was duly published according to the law on April 27, 2005, in the Pekin Daily Times, Pekin, Tazewell County, Illinois; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 6:30 p.m. on May 11, 2005, and subsequent to said hearing duly transmitted its recommendations to the City Council recommending the zoning of said property.

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

1. That the following described property is hereby zoned as RM-3 (Multiple Family Residential District):

Part D in East Willow Addition and Lots 248 and 246 in Greenbrier Section #3, in the City of Pekin, situated in Tazewell County, Illinois

PIN 04-04-36-111-010 (Part D); 04-04-36-103-038 and 04-04-36-103-038

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a 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:

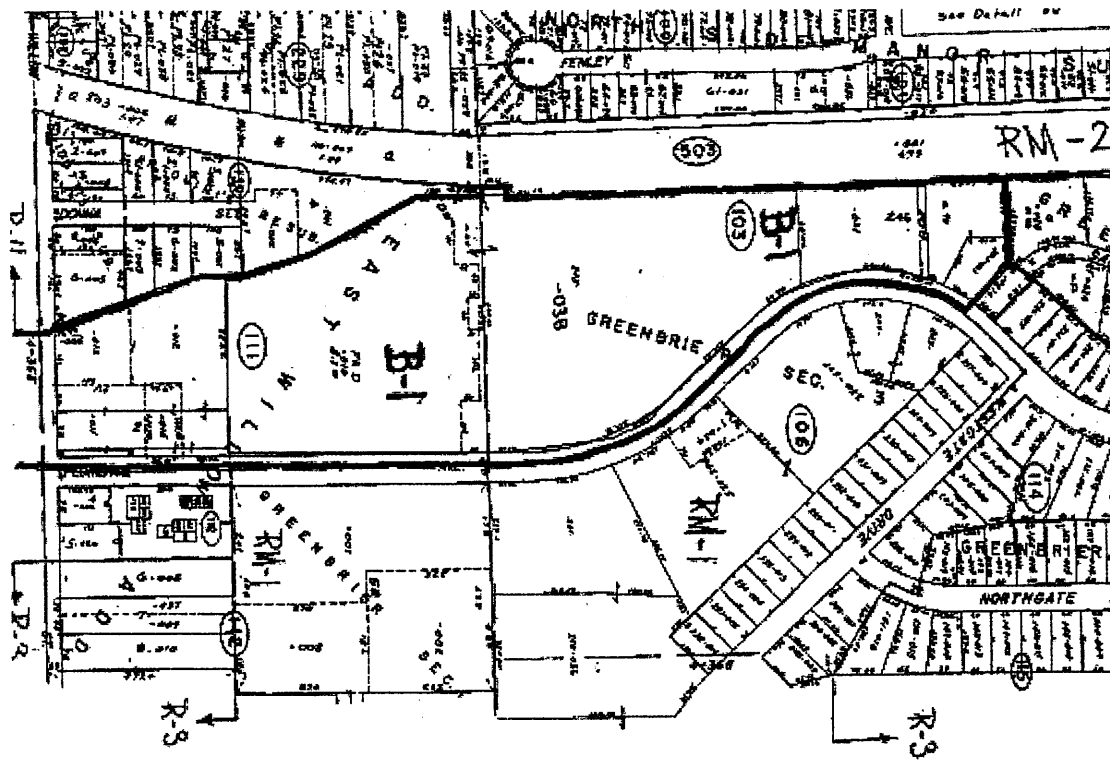
APPROVED this _____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK

This is for the Florence rezoning for apartments. Area outlined in blue contains the parcels rezoned.



ORDINANCE NO. 2029 - DA

AN ORDINANCE AMENDING TITLE 9, CHAPTER 6A,
SECTION 2, OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING THE ZONING CODE

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 Council has determined that it is in the best interests of the City to
amend the City Code regarding the City's Zoning Code.

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

1. That Title 9, Chapter 6A, Section 2, be amended by adding the following to
the end of the sixth paragraph: "... and restaurants that serve liquor/alcohol."

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 and approval as required by law.

PASSED AND APPROVED at a 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:

CITY CLERK

ORDINANCE NO. 2030-0A

**AN ORDINANCE AMENDING TITLE 9, CHAPTERS 6 and 7
OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING SPECIAL USE.**

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

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

WHEREAS, it is the intent of the City Council that all Liquor Licenses be regulated by the Liquor Commissioner with recommendations by the Liquor Commission; and

WHEREAS, the City Council has determined that the Liquor Commission shall make recommendations to the City Council regarding special uses for liquor license applications; and

WHEREAS, the City Council has determined that all site plans for special uses for liquor license applications shall be reviewed by Staff with recommendations to the City Council; and

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding Special Use for Liquor Licenses.

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

1. That Title 9, Chapter 6C, Section 3 be amended by the replacement of "Planning Commission" with "Staff" in the final line of the introductory paragraph as

follows:

9-6C-3: SPECIAL USES: With the exception of (J), the following uses may be permitted, subject to the review and approval of the site plan and the use by the City Council after a hearing and recommendation is received from the Planning Commission for each use, and subject, further, to such conditions imposed by the City Council and the conditions herein after imposed for such use; as to (J), such use may be permitted, subject to the review and approval of the site plan and the use by the City Council, after a hearing and recommendation is received from the Liquor Commission as to the use, and after recommendation is received from Staff as to the site plan.

2. That Title 9, Chapter 7A, Section 3 be amended by the replacement of “Planning Commission” with “Staff” in the final line of the fifth paragraph relating to retail uses as follows:

Retail uses which have an industrial character in terms of either their outdoor storage requirements or activities (such as, but not limited to: lumber yards, building materials outlet, upholster, cabinet maker, outdoor sales of boats, house trailers, automobile garages or agricultural implements) or serve convenience needs of the Industrial District (such as, but not limited to: eating and drinking establishments, banks, savings and loan associations, credit unions, automobile service stations, motels or bowling alleys, trade or industrial schools or industrial clinics). Provided, however, that if such special use is to be a drinking establishment, where alcoholic liquor is sold, then said use shall be permitted, subject to the review and approval of the site plan and the use by the City Council, after a hearing and recommendation is received from the Liquor Commission for each use, and after recommendation is received from Staff as to the site plan.

3. That Title 9, Chapter 6A, Section 3 be amended by the replacement of “Planning Commission” with “Staff” in the final line of the introductory paragraph as follows:

9-6A-3: SPECIAL USES: With the exception of (F), the following uses may be permitted, subject to the review and approval of the site plan and the use by the City Council after a hearing and recommendation is received from the Planning Commission for each use, and subject, further, to such conditions imposed by the City Council and the conditions herein after imposed for such use; as to (F), such use may be permitted, subject to the review and approval of the site plan and the use by the City Council, after a hearing and recommendation is received from the Liquor Commission as to the use, and after recommendation is received from Staff as to the site plan.

4. That Title 9, Chapter 6B, Section 3 be amended by the replacement of "Planning Commission" with "Staff" in the final paragraph of 9-6B-3 as follows:

As to aforementioned retail business establishments where alcoholic liquor is sold, such use may be permitted, subject to the review and approval of the site plan and the use by the City Council, after a hearing and recommendation is received from the Liquor Commission as to the use, and after recommendation is received from Staff as to the site plan.

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 this Ordinance takes precedence over and supercedes any and all Ordinances or parts of ordinances in conflict herewith.

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

PASSED AND APPROVED at a 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:

CITY CLERK

ORDINANCE NO. 2031

AN ORDINANCE AMENDING TITLE 3, CHAPTER 3
OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING LIQUOR CONTROL.

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

WHEREAS, the Code of the City of Pekin 1995, adopted on April 10, 1995, and duly published in book form contains within Chapter 3, Section 3, certain standards and licensing arrangements for liquor control; and

WHEREAS, it is the intent of the City Council that all Liquor Licenses be regulated by the Liquor Commissioner with recommendations by the Liquor Commission; and

WHEREAS, the City Council has determined that the Liquor Commission shall make recommendations to the City Council regarding special uses for liquor license applications; and

WHEREAS, the City Council has determined that all site plans for special use for liquor license applications shall be reviewed by Staff with recommendations to the City Council; and

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding Liquor Control.

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

1. That Title 3, Chapter 3, Section 3 (c) be amended by the inclusion of 3(c) 8 as

follows:

8. Review requests for special uses for liquor licenses and licensed premises and make appropriate recommendations to the City Council subsequent to a required hearing.
2. That Title 3, Chapter 3, Section 4 be amended by the inclusion of Subsection 11 as follows:

3-3-4-11: SPECIAL USES: Special uses for liquor licenses and licensed premises may be permitted subject to review and approval of the site plan and the use by the City Council after:

(A) a hearing and recommendation is received from the

Liquor Commission as to the use; and

(B) a recommendation is received from Staff as to the site plan.

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 this Ordinance takes precedence over and supercedes any and all Ordinances or parts of ordinances in conflict herewith.

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

PASSED AND APPROVED at a 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:

CITY CLERK

Pekin Liquor Commission
April 28th, 2005

The Pekin Liquor Commission recommends the approval of the Liquor License for New Star Buffet, located at 2307 Court Street, subject to revise and approved zoning.

Roy E. Bockler, Chairman

Pekin Liquor Commission
May 12, 2005

The Pekin Liquor Commission recommends the approval of the Liquor License for Dragon's Dome Ball Fields at 3321 Griffin Avenue with conditions. Conditions include no drinking on ball fields or dug outs, fencing finished, concession building built this year, and appropriate security based on event.

Roy E. Bockler, Chairman

ORDINANCE NO. 2032

AN ORDINANCE AMENDING TITLE 6, CHAPTER 3
OF THE CODE OF THE CITY OF
PEKIN 1995 ON ANIMALS

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 interest of the City to amend the City Code regarding animal care and control; and

WHEREAS, 510 ILCS 5/1 et seq. has set forth state standards and parameters respecting animals; and

WHEREAS, the City Council finds that regulation of animals is necessary and advisable to protect the public and public order.

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

1. That Title 6, Chapter 3, Section 10 be amended by adding 10 (l) as follows:
 - (l) Assessment Of Costs Of Hearings: Any animal determined by the Animal Hearing Officer or his designee to be a dangerous animal shall pay to the City of Pekin the costs of the hearing before the

Animal Hearing Officer or his designee on the appeal of the finding of the Animal Control Warden. The Animal Hearing Officer or his designee shall determine the costs incurred by the City for the hearing, including: court reporter fees, the cost of transcripts or records, attorney's fees, the cost of preparing and mailing notices and orders, other miscellaneous expenses incurred by the City. The animal owner shall pay said costs to the City within thirty (30) days of notification of the costs by the Animal Hearing Officer or his designee. Failure to pay said costs within thirty (30) days of notification is a violation of this section, and may be cause for non-renewal of animal license and a fine, if found guilty, of not less than \$75.00 nor more than \$750.00 per day, per violation. In the event of an appeal to a court of competent jurisdiction, payment is due thirty (30) days after entry of an order finally affirming the determination of the Animal Hearing Officer or his designee.

2. That Title 6, Chapter 3, Section 11 be amended by adding 10 (r) as follows:
 - (r) Assessment Of Costs Of Hearings: Any animal determined by the Animal Hearing Officer or his designee to be a vicious animal shall pay to the City of Pekin the costs of the hearing before the Animal Hearing Officer or his designee on the appeal of the finding of the Animal Control Warden. The Animal Hearing Officer or his designee shall determine the costs incurred by the City for the hearing, including: court reporter fees, the cost of transcripts or

records, attorney's fees, the cost of preparing and mailing notices and orders, other miscellaneous expenses incurred by the City.

The animal owner shall pay said costs to the City within thirty (30) days of notification of the costs by the Animal Hearing Officer or his designee. Failure to pay said costs within thirty (30) days of notification is a violation of this section, and may be cause for non-renewal of animal license and a fine, if found guilty, of not less than \$75.00 nor more than \$750.00 per day, per violation. In the event of an appeal to a court of competent jurisdiction, payment is due thirty (30) days after entry of an order finally affirming the determination of the Animal Hearing Officer or his designee.

3. That Title 6, Chapter 3, Section 10(g) be amended with respect to appeal time to a court of competent jurisdiction from thirty-five days to two weeks as follows :

(g) If the Hearing Officer or his designee determines that a dog/cat is dangerous at the conclusion of a hearing conducted under section 6-3-10(d), that decision shall be final unless the dog/cat owner appeals to a court of competent jurisdiction within two weeks after receiving notice that the dog/cat has been finally declared dangerous for any remedies that may be available

4. That Title 6, Chapter 3, Section 11(k) be amended with respect to appeal time to a court of competent jurisdiction from thirty-five days to two weeks as follows :

(k) If the Hearing Officer or his designee determines that a dog/cat is vicious at the conclusion of a hearing conducted under section 6-

3-11(i), that decision shall be final unless the dog/cat owner appeals to a court of competent jurisdiction within two weeks after receiving notice that the dog/cat has been finally declared vicious for any remedies that may be available.

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 and approval and publication as required by law.

PASSED AND APPROVED at a 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:

CITY CLERK

ORDINANCE NO. 2033

AN ORDINANCE AMENDING TITLE 1, CHAPTER 5, SECTION 5
OF THE CODE OF THE CITY OF
PEKIN 1995 ON CITY COUNCIL

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, it is essential to full public knowledge and participation in the affairs of the
City of Pekin that citizens and the press address and question the Council on significant matters;
and

WHEREAS, it has been a past practice of the Council to allow such public participation,
both through public comments and questions and press questions; and

WHEREAS, the City Council has determined that it is in the best interest of the City to
continue in that practice; and

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

1. That Title 1, Chapter 5, Section 5 (D) be amended by deleting the existing
Number 10., and replacing the remainder of Section 5 (D) as follows:
 10. Public comments and questions

11. Press time

12. Adjourn to Executive Session (if applicable)

13. Adjournment

2. That Title 1, Chapter 5, Section 5 (F) be amended by adding the following:

4. Public comments and questions shall be limited to those comments and

questions to the Council upon such past, present and pending matters upon which

the Council has supervisory, appointive or legislative authority or to hear a

citizen petition for redress of grievances.

5. Press time shall be limited to press questions to the Council upon such past,

present and pending matters upon which the Council has supervisory, appointive

or legislative authority or to question the Council's response to a citizens petition

for redress of grievances.

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 and approval and publication as required by law.

PASSED AND APPROVED at a 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:

CITY CLERK

ORDINANCE NO. 1462-A233

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, SECTIONS 10 AND 11
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING AUTHORIZED YIELD SIGNS
AND THROUGH STREETS**

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

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding authorized yield signs and through streets.

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

1. That Title 8, Chapter 2, Section 11 be amended by adding the following Through Streets:

Control	On Street	At or From	To
Through	Jerome	James Road	Henry Street

2. That Title 8, Chapter 2, Section 10 be amended by deleting the following Yield Streets:

Control	On Street	At or From	Direction
Yield	Anna Street	Jerome Street	East-West
Yield	Fisher Street	Jerome Street	East-West
Yield	Lake Street	Jerome Street	East-West
Yield	Lorretta Road	Jerome Street	East-West
Yield	Tennell Road	Jerome Street	East-West

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: _____

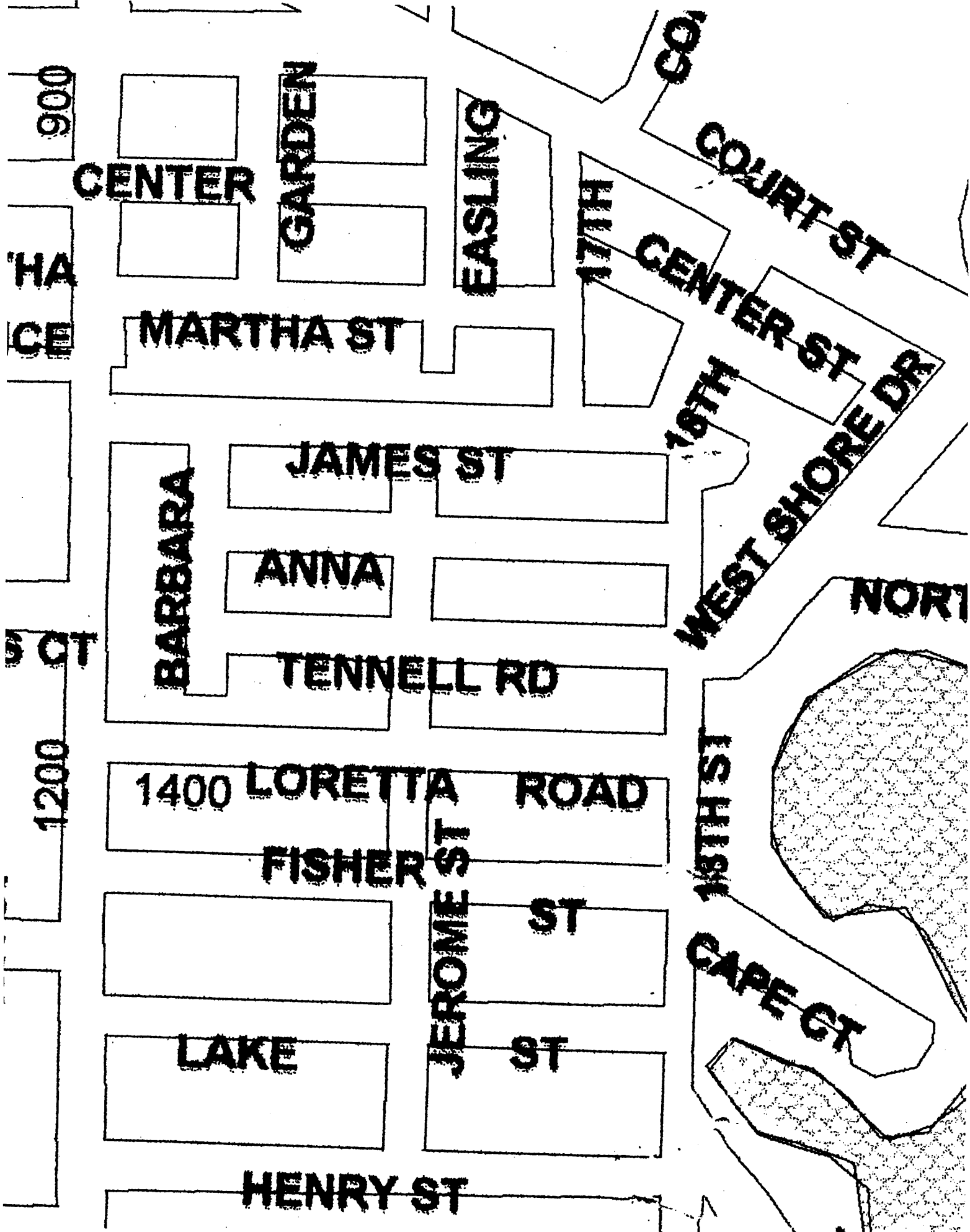
ABSTAINING: _____

APPROVED this _____ day of _____, 2005.

Mayor

ATTEST:

City Clerk



900

CENTER

GARDEN

EASLING

17TH

COURT ST

COURT ST

CENTER ST

18TH

WEST SHORE DR

NORTH

MARATHA ST

MARATHA ST

1200

BARBARA

JAMES ST

ANNA

TENNELL RD

1400 LORETTA ROAD

FISHER ST

ST

LAKE

JEROME ST

ST

15TH ST

CAPE CT

HENRY ST

Memo

To: Commissioners

From: Andrew J. Whitaker, City Engineer

111 South Capitol Street

Pekin, Illinois 61554

(309) 478-5373 (Phone) (309) 346-2095 (Fax)

ajwhitaker@ci.pekin.il.us

CC: Pamela Anderson, Sue McMillan, & Joseph Wuellner

Date: May 17, 2005

Re: CDBG Sidewalks and Handicap Ramps Project II - Between Broadway and Sheridan, East of 16th and West of Maywood.

A Bid Opening was held for the CDBG Sidewalks and Handicap Ramps Project II on May 12, 2005. Three bids were received and they are as follows:

R.A. Cullinan and Son Inc.	\$133,910.20
Wm. Aupperle & Sons Inc.	\$136,584.06
P.J. Hoerr Inc.	\$111,257.80
Estimate	\$98,229.00

The unit prices for this project came in significantly higher than the previous sidewalk project unit prices. However, after reviewing the bids it appears that there were no problems with the package and all seemed complete. In certain areas we will be able to reduce the overall cost by using the Alternate Item 'curb cutting' in place of curb removal, curb replacement, and pavement patching. This will produce a savings of close to \$28/LF of curb, as P.J. Hoerr's price for curb cutting was reasonable, while their price for curb replacement was high. Therefore, I would recommend that this project be awarded to P.J. Hoerr Inc. for the price of \$111,257.80.

Item No.	Items	Unit	Qty	ESTIMATE		R.A. Cullinan and Son		Wm. Aupperle & Sons		P.J. Hoerr	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	DEMOLITION										
1	Sidewalk Removal	SF	8872	\$1.00	\$8,872.00	\$1.90	\$16,856.80	\$2.39	\$21,204.08	\$1.25	\$11,090.00
2	Curb Removal	LF	728	\$8.00	\$5,824.00	\$16.50	\$12,012.00	\$13.30	\$9,682.40	\$6.50	\$4,732.00
	CONSTRUCTION										
1	PCC Sidewalk/Ramp	SF	8902	\$4.50	\$40,059.00	\$6.50	\$57,863.00	\$5.27	\$46,913.54	\$4.90	\$43,619.80
2	PCC Curb Replacement	LF	728	\$18.00	\$13,104.00	\$37.10	\$27,008.80	\$44.71	\$32,548.88	\$33.00	\$24,024.00
3	Aggregate Base Course	TONS	77	\$20.00	\$1,540.00	\$60.00	\$4,620.00	\$35.00	\$2,695.00	\$30.00	\$2,310.00
4	Pavement Patching	SY	93	\$30.00	\$2,790.00	\$36.00	\$3,348.00	\$36.72	\$3,414.96	\$34.00	\$3,162.00
5	Detectable Warning Surface	SF	744	\$35.00	\$26,040.00	\$16.40	\$12,201.60	\$27.05	\$20,125.20	\$30.00	\$22,320.00
	ALTERNATE ITEM										
1	Saw Cutting Curb to Shape	LF	As Needed	\$20.00		\$16.00		\$25.00		\$16.00	
				Total	\$98,229.00	Total Base Bid	\$133,910.20	Total Base Bid	\$136,584.06	Total Base Bid	\$111,257.80

11.11



**City of Pekin
Office Of The
City Manager**

Memo

To: Pearl Technology

From: Dennis Kief, City Manager

111 South Capitol Street

Pekin, Illinois 61554 – 4108

309 – 477 – 2300 (Phone) 309 – 346 – 2095 (Fax)

dkief@ci.pekin.il.us

CC: Computer Committee

Date: April 27, 2005 (Revised by Pearl May 13, 2005)

Re: Employee's Agreement

At the present time Tom Schaub and Dave Hess are Pearl Technology personnel with fulltime workloads at the City of Pekin. The manpower agreement between the two parties (City and Pearl) expired March 31, 2005. The City of Pekin desires to expedite staffing of two full-time in-house IT positions, and would like to be able to consider the two current staffed employees as job candidates. The City of Pekin and Pearl Technology have agreed in principle to the following with respect to Network Administrator positions in the City:

- 1) The City of Pekin will post one full-time in-house IT job posting immediately. Assuming that Tom Schaub expresses interest to Pearl Technology to apply for the City of Pekin position, Pearl will agree to release Tom from the terms of Section 4 of his Noncompetition Agreement as it relates to the City of Pekin two weeks from the date that notice of resignation is received from Tom Schaub contingent upon his acceptance of an offered position with the City. The earliest date of release will be May 31, 2005.
- 2) Dave Hess will continue as a Pearl employee (including noncompete obligations) until at least August 26, 2005, and at the mutual agreement of the City and Pearl, until November 1, 2005. During the interim, Pearl Technology may replace Dave Hess' current full-time staffing role with another employee of equal technical skills. Pearl will bear the obligation and cost of providing necessary training to this employee. During this period of time, the City shall have the right to contact Pearl regarding their satisfaction with "Dave's replacement". The City will determine whether they will proceed with converting their second staffed position to a full-time in-house position on either September 1 or November 1, 2005. Should the City decide they would like to

proceed on September 1, and they would like to extend employment to "Dave's replacement", if that employee expresses interest in moving from Pearl to full-time in-house City of Pekin employment, Pearl will agree to release "Dave's replacement" from the terms of Section 4 of their Noncompetition Agreement as it relates to the City of Pekin on a date two weeks after the date that a notice of resignation is received from "Dave's replacement" (notice of resignation is contingent upon this person's acceptance of an offered position with the City of Pekin). The earliest date of release will be August 31, 2005.

- 3) Should the City decide they are interested in extending employment to Dave Hess for their second position, and Dave expresses interest to Pearl to apply for the City of Pekin position, Pearl will agree to his release from the terms of Section 4 of his Noncompetition Agreement as it relates to the City of Pekin two weeks from the date that notice of resignation is received from Dave (notice of resignation is contingent upon Dave's acceptance of an offered position with the City of Pekin). The earliest date of release will be October 31, 2005; however, with the mutual agreement of the City and Pearl the release date could be moved to no earlier than August 31, 2005.
- 4) The City intends to continue its other business relationships with Pearl, including items such as CSS hours, equipment purchases, and equipment maintenance agreements currently in place. For such length of time as the City of Pekin maintains staffed services with Pearl Technology, Pearl Technology will continue to provide additional, supplemental IT assistance to the City of Pekin, such as attendance at Computer Committee meetings and advisory network assistance.

_____ City of Pekin

_____ Pearl Technology



1200 E. Glen Avenue
Peoria Heights, IL 61616
Toll-free 1.888.750.4731
www.pearltechnology.com

A PROPOSAL OF TECHNOLOGY SERVICES

City of Pekin Network and Computer Support Services

Presented by:

**Al Kuhlmann
Pearl Technology**

May 16, 2005

**PEARL TECHNOLOGY
1200 E. GLEN AVENUE
PEORIA HEIGHTS, IL 61616**

CORPORATE OVERVIEW

Pearl Technology is a wholly-owned subsidiary of Pearl & Associates, Ltd. located in Peoria Heights. We have served the Peoria area for over twenty years with information technology solutions. In addition, Pearl Technology is the only local company to represent multiple manufacturers of information technology equipment and warranty repair including: Cisco Systems, Hewlett Packard, IBM, and Toshiba. We are also a certified Cisco Premiere Partner. Pearl Technology currently employs over forty information technology professionals across the State of Illinois.

In a competitive field of service providers, Pearl Technology remains focused on strong customer relationships utilizing professional staff and flexible resources fully dedicated to providing sound computing technology solutions that achieve our customers' performance goals. Pearl Technology recognizes itself first and foremost as a service company driven to customer satisfaction.

Pearl Technology is recognized as a premier service company, able to support an entire matrix of service needs from networking to desktop break-fix. Pearl Technology's system integration professionals offer the expertise to perform complete network management services and cost-effective telecommunications environments.

Pearl Technology's services support advanced computer networks as well as companies just beginning network deployment. Since 1980, Pearl Technology has worked with customers to design efficient environments and maximize the value of enterprise-wide solutions.

Using sound business practices, experienced staff, and proven technology, we allow customers to invest confidently in technology and yield the benefits of a solution attuned to current and future needs. Pearl Technology's highly trained staff, state of the art knowledge, and commitment to customer satisfaction are the cornerstones of a comprehensive suite of Pearl Technology services. Pearl Technology solutions are proven, affordable, and manageable.

The attached service support agreement details the terms and conditions under which Pearl Technology would continue to provide two skilled technicians to the City of Pekin commencing on April 1, 2005. Pearl Technology will provide qualified technicians to work forty hours per week during a normally scheduled shift. The Pearl Technology technicians will report daily to the City of Pekin and work hand in hand with the City Manager and City Finance Director.

Pearl Technology takes great pride in providing qualified and capable technicians, engineers and technology specialists for each of our client engagements. Based on a client's start date and the availability of our technology resources, Pearl Technology reserves the right to assign associates to this engagement conditional on availability and skills required.

PEARL TECHNOLOGY
STAFFING AGREEMENT

1. Term of Agreement – This Agreement shall commence on the Effective Date of April 1, 2005 and shall remain in effect for a period of one (1) year except where otherwise noted in Exhibit A.
2. Identifying Services – Pearl Technology agrees to provide specific Field Service Technicians capable of supporting the City of Pekin's local area network, servers, and desktop/laptop computer systems. Pearl Technology services are to be furnished on the basis set forth herein, which shall supersede the terms of any purchase order or other document exchanged by the parties. In all correspondence relating to this Agreement, please refer to the specific Proposal, Purchase Order or Addendum relating to the work being discussed.
3. Charges – The charges provided for in this Agreement, commencing on the Effective Date of this Agreement, will be invoiced monthly. Payment will be made in full within fifteen (15) days after the date of invoice. If the customer defaults in the payment of any invoice, Pearl Technology may, upon notice, modify the payment terms set forth herein, in addition to its other remedies.
4. Service Outside Selected Periods (See Exhibit A) – If customer requests unscheduled on-call services to be performed at a time which is outside the selected period of service agreement, the service will be performed at the applicable rates and terms as defined in Exhibit A.
5. Insurance – Pearl Technology shall indemnify customer against any loss, damage, injury, or death caused by Pearl Technology's negligent acts or omissions; or the negligent acts or omissions of Pearl Technology's agents or employees; or losses, damages, injuries, or death caused by Pearl Technology's negligence and arising out of the services and products provided by Pearl Technology. However, nothing contained herein shall require Pearl Technology to defend or indemnify customer for losses, damages, injuries, or death arising out of the negligence of customer, its agents or employees.
6. Independent Contractor Status, Personnel – Pearl Technology is an independent contractor and will not act or hold itself out as an agent or representative of customer. All personnel assigned to perform services under this Agreement shall be and remain Pearl Technology employees whether services are performed at Pearl Technology or customer facilities. Pearl Technology shall have sole responsibility for recruiting, hiring, evaluating, replacing, supervising, disciplining, and terminating all of its employees. Pearl Technology represents and agrees it will pay all such

personnel for their services and it will comply with all requirements of state and federal laws applicable to the employment of such personnel including, without limiting the generality of the foregoing, laws relating to workmen's compensation, unemployment insurance, income tax withholding, social security taxes, immigration regulations, and equal opportunity. Under no circumstances shall any Pearl Technology employees under contract be an employee of customers for any purpose or be entitled to any benefits available to customer's employees. Pearl Technology customers may request that particular services be performed within the scope of this Agreement and it shall be Pearl Technology's obligation to select duly qualified and skilled personnel capable of providing such services. Customer shall have no guaranteed right to approve selection of specific individuals, but nonetheless possesses the right to reject any individual so selected if dissatisfied with such individual's performance. Pearl Technology employees will abide by all City of Pekin personnel policies which direct City of Pekin employee behavior.

7. Proprietary Information – Pearl Technology hereby acknowledges that customer is the owner of such proprietary and confidential information and agrees to treat such information as confidential; that in this respect a fiduciary relationship between customer and Pearl Technology exists; that Pearl Technology will disclose such proprietary information only to such of its employees as necessary to perform its services for customer; and that Pearl Technology will obtain assurance from such of its employees that they agree to respect this established fiduciary relationship and to not divulge in any manner or form such confidential and proprietary information. Further, Pearl Technology agrees not to employ such confidential and proprietary information for its own use or to make any disclosure to third parties without customer's written consent.
8. Non-hiring of Employees – City of Pekin agrees that during the terms of this agreement, and for a twelve (12) month period from the termination of this agreement, City of Pekin shall not hire any Pearl Technology employee engaged in providing services to City of Pekin without first receiving the written consent of Pearl Technology. Any specific exception to this will be covered in Exhibit A.

"EXHIBIT A"

Personal Computer Support

1. Terms and Conditions
 - a) Pearl Technology will provide two (2) Field Service Technicians to the City of Pekin.
 - b) These technicians will provide multi-level solution support for the local area network, servers, PC's, and PC users.
 - c) City of Pekin will provide any training necessary to perform the tasks associated with this position specific to City of Pekin.
 - d) These technicians will work scheduled shifts as agreed to by Pearl Technology, and the client may require multi shifts and weekend work.
 - e) Terms of this Agreement will be for one (1) year with the option to renew the agreement if both parties mutually agree to extend the agreement.
2. Charges - City of Pekin will be billed at the beginning of each month for the amount stipulated in Exhibit A. This monthly amount is based on an anticipated standard 40-hour workweek. In the event that weekend or after-hours work is required, those additional hours will be billed at the overtime rate listed in Exhibit A.
3. Potential Employment - The City of Pekin desires to expedite staffing of two full-time in-house IT positions, and would like to be able to consider the two current staffed employees as job candidates. The City of Pekin and Pearl Technology have agreed in principle to the following with respect to Network Administrator positions in the City:
 - a) The City of Pekin will post one full-time in-house IT job posting immediately. Assuming that Tom Schaub expresses interest to Pearl Technology to apply for the City of Pekin position, Pearl Technology will agree to release Tom from the terms of Section 4 of his Noncompetition Agreement as it relates to the City of Pekin two weeks from the date that notice of resignation is received from Tom Schaub contingent upon his acceptance of an offered position with the City of Pekin. The earliest date of release will be May 31, 2005.
 - b) Dave Hess will continue as a Pearl Technology employee (including noncompete obligations) until at least August 26, 2005, and at the mutual agreement of the City and Pearl, until November 1, 2005. During the interim, Pearl Technology may replace Dave Hess' current full-time staffing role with another employee of equal technical skills. Pearl will bear the obligation and cost of providing necessary training to this employee. During this period of time, the City shall have the right to contact Pearl regarding their satisfaction with "Dave's replacement". The City will determine whether they

will proceed with converting their second staffed position to a full-time in-house position on either September 1 or November 1, 2005. Should the City decide they would like to proceed on September 1, and they would like to extend employment to "Dave's replacement", if that employee expresses interest in moving from Pearl Technology to full-time in-house City of Pekin employment, Pearl Technology will agree to release "Dave's replacement" from the terms of Section 4 of their Noncompetition Agreement as it relates to the City of Pekin on a date two weeks after the date that a notice of resignation is received from "Dave's replacement" (notice of resignation is contingent upon this person's acceptance of an offered position with the City of Pekin). The earliest date of release will be August 31, 2005.

- c) Should the City decide they are interested in extending employment to Dave Hess for their second position, and Dave expresses interest to Pearl Technology to apply for the City of Pekin position, Pearl Technology will agree to his release from the terms of Section 4 of his Noncompetition Agreement as it relates to the City of Pekin two weeks from the date that notice of resignation is received from Dave (notice of resignation is contingent upon Dave's acceptance of an offered position with the City of Pekin). The earliest date of release will be October 31, 2005; however, with the mutual agreement of the City and Pearl the release date could be moved to August 31, 2005.
- d) The City intends to continue its other business relationships with Pearl, including items such as CSS hours, equipment purchases, and equipment maintenance agreements currently in place. For such length of time as the City of Pekin maintains staffed services with Pearl Technology, Pearl Technology will continue to provide additional, supplemental IT assistance to the City of Pekin, such as attendance at Computer Committee meetings and advisory network assistance.

Pearl Technology Professional Services

Resource	Rate	Effective Date
#1: Field Service Engineer (System Administrator)	\$5,166/mo	4/1/05-5/31/05
#1: Field Service Engineer (System Administrator)	\$5,400/mo	6/1/05-3/31/06
#2: Field Service Engineer (Network/Application Support and User Training)	\$4,400/mo	4/1/05-10/31/05
#2: Field Service Engineer (Network/Application Support and User Training)	\$5,000/mo	11/1/05-3/31/06
Overtime Rate	\$40.00/hr	If required
Travel Rate	\$.35/mile	If required

Accepted by:

Pearl Technology

City of Pekin

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRELIMINARY
INTERGOVERNMENTAL AGREEMENT

The City of Peoria hereby agrees to include in our Contract to Heater Scarify streets in the City of Peoria, a quantity of streets from the **City of Pekin**.

This work will be done by a contractor under contract to the City of Peoria and will follow the specifications and special provisions of City of Peoria.

The **City of Pekin** hereby agrees that upon receipt of a billing statement from the Contractor to make payment within 60 days.

All quantities used are from figures supplied by the **City of Pekin** or it's Engineering Firm.
The Engineer's Estimate for prices are as follows:

	Quantity	Unit Cost	Total
1. HEATERSCARIFY	13.000SY	1.95	25.350.00
2. ASPHALT MODIFIER	1.300GA	1.25	1.625.00
3. 2ND ROLLER	13.000SY	.35	4.550.00
			31.525.00

The following are two paragraphs taken from the Contract

MULTIPLY AGENCY CONTRACT

This contract includes quantities from several Peoria Area communities. Each community has submitted to the City of Peoria their Quantities that they want included in this contract. The contractor is entering into one contract with several different governmental agencies. The specifications apply to all agencies the only variations are that **each agency is responsible for their own inspection, preparation, cleaning, scheduling (within the contract completion date) and payments**. Each agency understands that the bid prices are for this contract and if a agency can not schedule the work during the contract dates the contractor may or may not be willing or able to do the work at a later date at the price bid on this contract.

ESTIMATED COMPLETION DATE

Completion date for the City of Peoria shall be **JULY 16,2005**

Completion date for the other agencies involved in this contract shall be **AUGUST 13,2005**.

Submitted by:

David F. Haghighi
(Mayor, Clerk, Engineer)

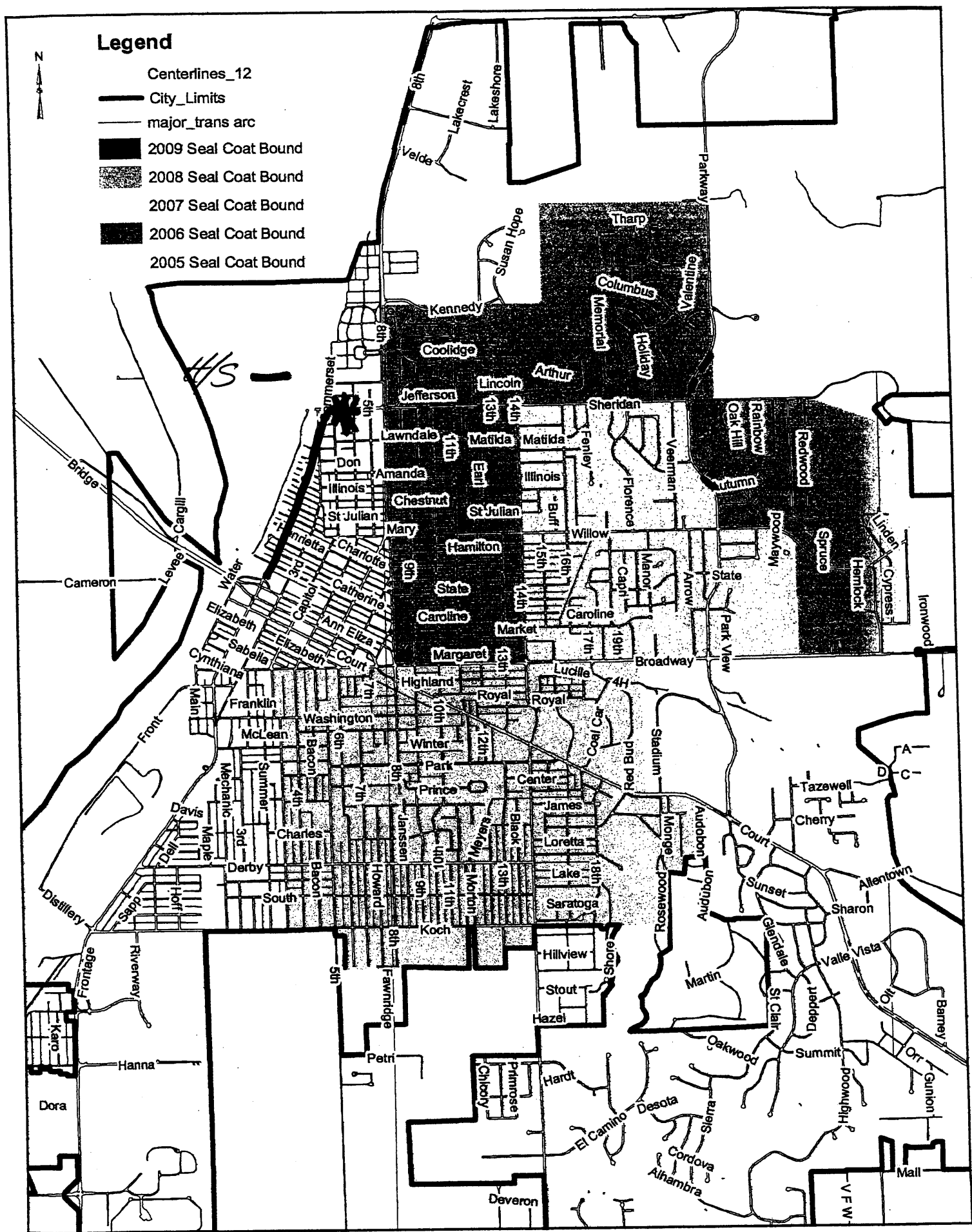
City of Pekin
of

5-3-05
Date

Accepted by:

Director of Public Works, City of Peoria

Date





Municipal Maintenance Operations

[illegible]



**Illinois Department
of Transportation**

Resolution No. 107-05/06
**Resolution for Maintenance of
Streets and Highways by Municipality
Under the Illinois Highway Code**

BE IT RESOLVED, by the MAYOR of the
(Council or President and Board of Trustees)
CITY of PEKIN, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$600,000.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from 01/01/05
to 12/31/05.

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved
Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this
resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above,
submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing
expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this
resolution to the district office of the Department of Transportation, at PEORIA, Illinois.

I, SUE E. MCMILLAN Clerk in and for the CITY
of PEKIN, County of TAZEWELL
(City, Town or Village)

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the CITY COUNCIL at a meeting on May 23, 2005
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 23RD day of May, 2005.

(SEAL) _____ CITY Clerk
(City, Town or Village)

APPROVED _____ Date Department of Transportation _____ District Engineer



(Construction) Estimate of Cost

Various Locatinos

Bituminous Overlay, Seal Coating and related appurtenances

Bridge or Culvert	
Length	Varies
Width	Varies

☐ Total Estimated Cost

\$703,798.60

Checked by _____ Date _____



Information Required Prior To Advertisement

PS&E Approval Date _____ ROW Status _____
11 Day Requirement Fulfilled _____ Funding Type _____
(Yes or No)

PEKIN - Tazewell Co. _____ : _____ .M. _____
(City or County) (Section Number) (Time) (Date) (Place)

(Road District) ### *** TBP Non-MFT _____
(Special Requirements-please circle) (Other Information)

Description

Seal Coating 28 miles of Streets City of Pekin.

Location STREET MAINTENANCE at various location - City of Pekin

Note _____

Prepared by _____
Date _____

Instructions - See Reverse Side

Instructions

- City or County** - When the advertising agency is a county or a road district, enter the name of the county and Co., e.g. Macon Co.
- Section Number** - When the work involves local funds enter "Non-MFT" in lieu of a section number.
- Date** - Entry requires a 6 (six) digit number, e.g. 07-12-87.
- Road District** - Enter road district name and "R.D.", e.g. Johnson R.D.
- Special Requirements** - Circle specific requirements as needed e.g. ### *** TBP MFT. When federal funds are involved enter the project number after the symbols.
- Symbols**
- ### = Prequalification of bidders required
 - *** = Readvertised
 - TBP = Township Bridge Program
- Location** - Brief statement describing the geographical location of the project.
- Notes:** This space is provided for use when 1) Proposals are to be obtained at an address other than the clerks office; 2) Special bidding conditions are required; 3) Other information pertinent to the contract is necessary.

Agreement

BETWEEN

THE CITY OF PEKIN

AND

THE PEKIN FRATERNAL ORDER OF POLICE
LODGE #105
REPRESENTED

BY

THE ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL

May 1, 2003 - April 30, 2007

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ARTICLE 1 - PREAMBLE

This Agreement is entered into by and between the City of Pekin (herein referred to as the "City" or the "Employer") and the Illinois Fraternal Order of Police Labor Council, representing Pekin Police Lodge #105 (herein referred to as the "Labor Council").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Labor Council representing the employees in the bargaining unit, to encourage and improve efficiency and productivity, and to prevent interruption of work and interference with the operations of the City. It is the intent of both the Employer and the Labor Council to establish an entire Agreement covering rates of pay, hours of work, and other terms and conditions of employment for bargaining unit employees for the term of this Agreement, and to create a peaceful procedure for the resolution of differences.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 2 - RECOGNITION

The Employer hereby recognizes the Labor Council as the sole bargaining representative of all sworn officers of the Pekin Police Department (herein referred to as "officers" or "employees"), except captains, lieutenants and the chief of police, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment. This recognition shall not include auxiliary officers and civilian personnel.

Probationary employees are covered by this Agreement except for discipline and discharge.

ARTICLE 3 - NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all officers and apply equal employment practices.

Section 3.2 Non Discrimination.

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

Section 3.3 Gender

Whenever a specific gender is used in this Agreement, it shall be construed to include persons of either sex.

Section 3.4 Drug Free Work Place

As a public Employer, the City is subject to certain duties 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 duties, or from taking measures necessary to maintain a drug-free workplace.

ARTICLE 4 - MUTUAL COOPERATION

The Employer and the Labor Council agree to cooperate with each other in matters of the administration of the Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the City of Pekin, Illinois.

ARTICLE 5 - LODGE PRESENTATION AT ORIENTATION

The Employer shall grant the Labor Council an opportunity during the departmental orientation of new officers to present the benefits of membership in the Labor Council.

ARTICLE 6 - DUES DEDUCTION AND FAIR SHARE

Section 6.1 Fraternal Lodge Dues Deduction

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of dues set forth in such form and any authorized increase thereof, and shall remit such deductions monthly to the Secretary of the Fraternal Lodge. The Fraternal Lodge shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 6.2 Labor Council Dues Deduction

Each officer who on the effective date of this Agreement is a member of the Labor Council, and each officer who becomes a member after that date, shall maintain his membership in good standing in the Labor Council during the terms of this Agreement.

With respect to any officer on whose behalf the Employer receives written authorization in a form agreed upon by the Labor Council and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the address designated by the Labor Council. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Labor Council. Authorization for such deduction shall be irrevocable unless revoked by written notice by the Employer and the Labor Council during the fifteen (15) day period prior to the expiration of this Agreement.

Section 6.3 Fair Share.

Any present officer who is not a member of the Labor Council shall be required to pay a fair share (not to exceed the amount of Labor Council dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment. All officers hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The Employer shall with respect to any officer in whose behalf the Employer has not received a written authorization as provided above, deduct from the wages of the officer the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Labor Council, subject only to the following:

(1) The Labor Council has certified to the Employer that the affected officer has been delinquent in this obligation for at least thirty (30) days;

(2) The Labor Council has certified to the Employer that the affected officer has been notified in writing of the obligation and the requirement for each provision of this Article and that the officer has been advised by the Labor Council of his obligations pursuant to this Article and the manner in which the Labor Council has calculated the fair share fee;

(3) The Labor Council has certified to the Employer that the affected officer has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Labor Council for the purpose of determining and resolving any objections the officer may have to the fair share fee

Section 6.4 Indemnification

The Labor Council shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

A copy of the payroll deduction form is attached as Appendix A and will be provided to all new applicants at orientation. The Employer will notify the Labor Council whenever there is a new hire or when an officer leaves employment for any reason.

ARTICLE 7 - MANAGEMENT RIGHTS

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

- A. To determine the organization and operations of the Police Department;
- B. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions;
- C. To set standards for services to be offered to the public;
- D. To direct the officers of the Police Department, including the right to assign work and overtime;
- E. To hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule officers except as

otherwise provided for by the Board of Fire and Police Commissioners;

F. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons;

G. To contract out work when essential in the exercise of non-police power;

H. To establish work schedules and to determine the starting and quitting time, and the number of hours to be worked;

I. To establish, modify, combine or abolish job positions and classifications;

J. To add, delete or alter methods of operation, equipment or facilities;

K. To determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;

L. To establish, implement and maintain an effective internal control program;

M. To suspend, demote, discharge or take other disciplinary action against officers for just cause (according to established rules and regulations) except as otherwise provided for by the Board of Fire and Police Commissioners; and

N. To add, delete or alter policies, procedures and regulations.

Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer.

The Employer's right of management shall not be amended or limited by any claimed or unwritten custom, past practice or informal agreement, nor by any claim the Employer has claimed or condoned or tolerated and practice or any act or acts of any employees.

Nothing in this Article shall abrogate or alter the other Articles of this Agreement.

ARTICLE 8 - NO STRIKE - NO LOCKOUT

Section 8.1 No Strike Commitment

Neither the Labor Council nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Labor Council nor any employee shall refuse to cross any picket line, by whomever established.

Section 8.2 Resumption of Operations.

In the event of action prohibited by Section 1 above, the Labor Council immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Labor Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 8.3 No Lockout

in no instance shall the Employer lockout or otherwise refuse to allow any or all of the Employees covered by the terms of this Agreement the right to work for the Employer as a result of any labor dispute which may arise between the parties.

ARTICLE 9 - IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, (5 ILCS 315/14, or as amended) unless the parties otherwise mutually agree.

ARTICLE 10 - BILL OF RIGHTS

All employees shall be afforded all rights under the Uniform Peace Officers' Disciplinary Act. Upon request, all employees shall also be permitted to have a union representative during any investigative interview between supervisory police personnel and the employee which the employee reasonably believes may result in the initiation of disciplinary action. Such shall not apply to any criminal investigation conducted by the Police Department, or other law enforcement officials.

ARTICLE 11 - DRUGS AND ALCOHOL

It is expressly understood that the Employer may require drug and alcohol tests and screening for any new hires. The following provisions apply only to officers who have completed their probationary year.

Section 11.1: Provisions for Alcohol:

If two supervisors have just cause to believe an officer has been consuming alcohol prior to reporting for duty and at said time has alcohol in his blood, or two supervisors have just cause to believe an officer has been consuming alcohol on duty, then the following procedure will apply:

(a) On the first such occasion the officer shall be sent home for the day. The officer shall use any compensation time he has for said day. If he does not have any compensation time, then he shall owe the next compensation time earned for the amount used.

(b) On the second such occasion the officer shall be required to take a breathalyzer (or intoxilyzer) test. If the results show a blood alcohol content of .04% or more he shall be sent home for the day without pay. The officer shall use any compensation time he has for said day. If he does not have any compensation time, then he shall owe the next compensation time earned for the amount used.

The Chief of Police, or designee, shall meet with the officer at his earliest convenience to determine if the officer has an alcohol abuse problem or if the officer's condition was the result of bad judgment. If it is determined the officer's condition was due to bad judgment, then the Chief of Police may take such disciplinary action as he deems fit subject to the laws of the State of Illinois and the rules and procedures of the Board of Fire and Police Commissioners. If it is determined by the officer's own admission that the officer has an alcohol abuse problem, the Chief of Police shall confidentially advise the officer to seek assistance through an established Employee Assistance Program. Then, if an officer elects to enroll in an Employee Assistance Program the procedures set forth in 11.1(c) shall apply. No further disciplinary action shall be taken except as prescribed in 11.1(c).

(c) Any officer, who by his own admission, is determined to have an alcohol abuse problem, shall be granted leave without pay to seek assistance through an established Employee Assistance Program. The officer shall be able to use any compensation time, vacation, or sick leave as the officer may have accumulated in order to participate in such a program. Successful completion of an alcohol abuse rehabilitation program within one year is required. Failure to complete such a program within one year shall be the basis for dismissal.

(d) Any officer, who admits he has an alcohol abuse problem or is on duty having a blood alcohol content of .04% or more, and refuses to seek rehabilitation through an employee assistance program, is subject to disciplinary action by the Chief of Police as he deems fit according to the laws of the State of Illinois and the rules and procedures of the Board of Fire and Police Commissioners.

(e) An officer, who has completed an alcohol rehabilitation program within one year, and who has been deemed suitable to return to work by a licensed physician or counselor, shall return to work without loss of seniority or any other benefits held at the time leave was granted.

(f) For any subsequent occurrences, the procedures set forth in 11.1(b) shall apply except when the officer has already sought rehabilitation through an Employee Assistance Program. In such a case, the officer is not entitled to leave to again participate in such a program. The Chief of Police in such a case may take disciplinary action as he deems fit subject to the laws of the State of Illinois and the rules and procedures of the Board of Fire and Police Commissioners.

(g) The above procedures shall not apply in the event an officer is called to duty and he was not otherwise on call.

Section 11.2 Provisions For Drugs

If two supervisors have just cause to believe an officer on duty is under the influence of non-prescription drugs, then the following procedure shall apply:

(a) On the first such occasion the officer shall be required to submit to a test(s) to determine the presence of non-prescription drugs. Such test(s) shall be administered according to section 11.3 of this Article. The cost of any and all test(s) submitted by the employer shall be borne by the Employer. The cost of any and all test(s) requested by the officer shall be borne by the officer. Following the completion of the test(s) required by the Employer, the officer shall be sent home for the day without pay. The officer shall use any compensation time he has for said day. If he does not have any compensation time, then he shall owe the next compensation time earned for the amount used. Failure to complete all test(s) required by the employer shall result in disciplinary action as

deemed appropriate by the Chief of Police subject to the laws of the State of Illinois and the rules and procedures of the Board of Fire and Police Commissioners.

(b) If the test(s) results of the officer is negative, no further action against the officer shall be taken and all compensation time used by the officer during such investigation shall be restored. Also, any expense to the officer resulting from a second drug test(s) shall be reimbursed to the officer by the Employer.

(c) If the test(s) results of the officer is positive, the officer shall be immediately relieved of duty and the officer shall be advised confidentially by the Chief of Police to seek assistance through an established employee assistance program.

(d) Any officer, who by his own admission, is determined to have a drug abuse problem shall be granted leave without pay to seek assistance through an established employee assistance program. The officer shall be able to use any compensation time, vacation time, or sick leave as the officer may have accumulated in order to participate in such a program. Successful completion of a drug abuse rehabilitation program within one year is required. Failure to complete such a program within one year shall be the basis for dismissal.

(e) Any officer who admits he has a drug abuse problem or has tested positive for non-prescribed drugs while on duty and refuses to seek rehabilitation through an employee assistance program, is subject to disciplinary action by the Chief of Police as he deems fit according to the laws of the State of Illinois and the rules and procedures of the Board of Fire and Police Commissioners.

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

(g) Any officer who has completed a drug rehabilitation program and has returned to work is subject to random drug testing by the Employer for a period of two years following the officer's return to work.

(h) Any officer, who after completing a drug rehabilitation program as set forth in 11.2(d), who tests positive for non-prescribed drugs while on duty shall be subject to disciplinary action by the Chief of Police as he deems fit according to the laws of the State of Illinois and the rules and procedures of the Board of Fire and Police Commissioners.

Section 11.3 Tests to be Conducted

In conducting the testing authorized by this Agreement, the Employer shall:

(a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);

(b) insure that the laboratory or facility selected conforms to all NIDA standards;

(c) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No officer covered by this Agreement, shall be permitted at any time to become a part of such chain of custody

(d) collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer;

(e) collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration.

(f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample be gas chromatography mass spectrometry (gcms) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

(g) provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's own expense; provided the officer notifies the Employer within seventy-two hours of receiving the results of the tests;

(h) provide each officer tested with a copy of all information and reports received by the employer in connection with the testing and the results

Section 11.4 Employer's Contribution to Alcohol/Drug Treatment

The Employer shall contribute either through insurance or direct payment up to twenty-five thousand dollars (\$25,000.00) as a maximum lifetime benefit to each employee to be used for alcohol and drug rehabilitation treatment. Once the twenty-five thousand dollar (\$25,000.00) maximum has been spent by the Employer, the Employer shall have no further financial obligation with respect to an Employee's treatment for alcohol and/or drug abuse.

ARTICLE 12 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 12.1 Grievances

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by any Employee or the Labor Council against the Employer involving the meaning, interpretation, or application of the provisions of this Agreement. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

Step 1: The employee, with or without a Labor Council representative, may take up a grievance with the employee's immediate supervisor within ten (10) days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond within ten (10) calendar days after such discussion.

Step 2: If not adjusted in Step 1, the grievance shall then be reduced to writing and presented by the Labor Council to the Chief or his designee within ten (10) calendar days following the receipt of the supervisor's answer in Step 1. The Chief or his designee shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his immediate supervisor or shift commander, and Labor Council Representative within ten (10)

calendar days after receipt of the grievance from the Labor Council. The Chief or his designee shall then render a decision, based on the information supplied during the meeting, within ten (10) calendar days of the meeting.

Step 3: If the grievance is not adjusted in Step 2, the grievance shall be submitted to the Mayor of the City or his designated representative within ten (10) calendar days of the receipt of the response from the Chief or his designee at the second step. A meeting shall be held within twenty (20) days at a mutually agreeable time and place with the Mayor of the City or his designated representative to discuss the grievance and hopefully come to an equitable solution. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Mayor of the City or his designated representative shall give the Labor Council the Employer's answer within ten (10) calendar days following their meeting.

Step 4: If the grievance is not settled in Step 3, the matter shall be referred to arbitration by written request by the Labor Council made within thirty (30) calendar days of the Employer's answer in Step 3. A representative of the Employer and the Labor Council shall meet to select an arbitrator from a panel provided by Federal Mediation and Conciliation Service. From a list of seven arbitrators the parties shall alternately strike until one name remains. The party to strike first shall be determined by the toss of a coin. Each party reserves the right to reject one list of arbitrators in its entirety. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Labor Council. Such letter shall request the arbitrator to set a time and place for the hearing subject to the availability of the Employer and the Labor Council representative and shall notify the arbitrator of the issue(s). All hearings shall be held at the Pekin Municipal Building, unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The Employer or the Labor Council 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 witness.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination of the questions of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of the arbitrator and the cost of the hearing room (if any) shall be shared equally by the parties. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Labor Council, and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from, the provisions of the Agreement.

Nothing herein shall preclude the parties from meeting at any time after a list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance.

Section 12.2 Time Limits

No grievance shall be processed unless it is submitted: (a) within ten (10) calendar days after the occurrence of the event giving rise to the alleged grievance. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the Labor Council may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limits in each Step may be extended by written agreement of the Employer and the Labor Council representative involved in each Step.

A copy of the grievance form is attached as Appendix B. This form, or a form that is mutually agreed upon will be used for the purposes of this article.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

Section 13.1 Definition

The parties agree with the tenets of corrective and progressive discipline. Disciplinary action shall include only the following:

- (a) Oral Warning
- (b) Written Warning
- (c) Suspension without pay
- (d) Discharge

Section 13.2 Just Cause

The Employer agrees that disciplinary action shall be imposed only for just cause and shall be imposed as soon as practical after the Employer learns of the occurrence giving rise to the need for disciplinary action and after the Employer has had a reasonable opportunity to investigate the facts. A Police Officer may be demoted for supervisory malfeasance but not for disciplinary reasons. In no case may the Employer make a temporary assignment for the sole purpose of disciplining an employee. The parties however, may utilize alternative discipline if mutually agreed to.

Section 13.3 Limitation,

The requirement to use progressive disciplinary action does not prohibit the Employer from using a severe measure including discharge, when the offense indicates that a shortcoming or action of a Police Officer rendered the continuation of employment of the employee in some way detrimental to the Employer or the Public. Such actions shall include but are not limited to:

possession of a controlled substance or alcohol; gross insubordination; intentional destruction or theft of property; fighting on the job; appearing for work under the influence of drugs or alcohol or other substance that may impair an employee's ability to perform any of the duties required.

Section 13.4 Pre-Disciplinary Meeting

For discipline other than oral and written reprimands, prior to notifying the Police Officer of the contemplated discipline to be imposed, the Chief of Police or his designee shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including the names of potential witnesses and copies of pertinent documents. The Police Officer shall be informed of his contractual right to Labor Council representation and shall be entitled to such, if so requested by the employee. The employee and the Labor Council representative shall have at least twenty-four (24) hours of notice of any pre-disciplinary meeting. If the Police Officer does not request Labor Council representation, a Labor Council representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 13.5 Written Notice

The Police Officer shall be notified in writing of disciplinary action imposed, and where appropriate, be advised of the specific nature of the offense and be given direction as to future behavior.

In the event that a letter of reprimand is issued, an employee shall be notified of same within three (3) days of issue. In the event that the employee disagrees with the written reprimand, it shall be subject to article 12, entitled "Grievance Procedure and Arbitration".

Section 13.6 Discipline and Discharge

All disciplinary matters shall remain under the jurisdiction of the Chief of Police subject to the laws of the State of Illinois and the rules and regulations of the Board of Police and Fire Commissioners, except as otherwise expressly provided for herein.

Section 13.7 Appeal of Discipline

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

ARTICLE 14 - LABOR-MANAGEMENT CONFERENCES

The Labor Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between the Labor Council representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least ten (10) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly

providing the agenda for such meeting. The parties may mutually agree to waive the 10 day requirement. Such meetings and locations shall be mutually agreed to before being held, and the purpose of any such meeting shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement;
- (b) A sharing of general information of interest to the parties; and
- (c) Discussion of non-bargaining conditions of employment by the Employer which may affect Employees.

When absence from work is required to attend "labor-management conferences", the affected party(ies) shall, before being excused from duty, give reasonable notice to and receive approval from, their supervisor, in order to remain in pay status. All time off mentioned in this Article shall be subject to the approval of the Chief or his designee.

Labor-management meetings will be held a minimum of once every six (6) months, and will be attended by representatives of the Employer, including departmental supervision and the Mayor, if available, and by Labor Council representatives.

ARTICLE 15 - LAYOFF

In the event of a layoff of sworn officers covered by this agreement, the Employer agrees not to hire any personnel to perform the duties that only a peace officer can perform. A peace officer shall be defined to mean any person who, by virtue of their office, is vested by law with the duty to maintain public order and make arrests for offenses.

In the event of layoff, sworn personnel covered by this Agreement will be laid off in the reverse order of their seniority. The date of seniority will be based on the seniority list as provided pursuant to Article 19 of this Agreement. Rehiring shall be in accordance with 65 ILCS 10-2.1-18.

ARTICLE 16 - EMPLOYEE SECURITY

Employees shall have the right to review their personnel records subject to the procedures and limitations set forth in 820 ILCS 40/0.01, et seq., as now in effect or as may from time to time be amended.

Section 16.1 - Inspection.

Employees shall be allowed reasonable access to inspect their entire personnel file, no later than three (3) working days after a request for such access. Employees shall also be allowed to obtain copies of anything contained in their personnel files, provided that the Employer may require the employee to reimburse the City for the actual cost of photocopying or reproduction. The Employer shall grant two inspection requests in each calendar year. All requests

with respect to pending discipline matters shall be allowed. The Employer shall not be required to furnish to the employee any records as described 820 ILCS 40/10, as now in effect or as may be from time to time amended.

ARTICLE 17 - HOURS AND OVERTIME

Section 17.1 Work Day and Work (Week

The work week, also referred to as a pay period, shall be from 7:00 a.m. on Sunday until the following Sunday at 7:00 a.m.

The work day shall be the twenty-four (24) hour period beginning at 7:00 a.m. each day and concluding at 7:00 a.m. the next day following

The Pekin Police Department shall operate on the basis of five (5) consecutive days of duty followed by two (2) consecutive days off unless otherwise mutually agreed by the Employer and the Labor Council.

Section 17.2 Overtime payment

All approved overtime in excess of the hours required of an employee by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1 1/2) times their regular rate of pay for work performed on an employee's regularly scheduled day off. Accumulation of hours worked shall include vacation days, holidays, personal days and compensatory time. Any hours worked in excess of forty (40) hours during an employee's work week shall be compensated at the rate of one and one-half (1 1/2) times his regular rate of pay. It is further understood that hours worked in excess of eight (8) on a normal work day shall not be compensated for at time and one-half unless the provisions providing for compensation for hours worked in excess of 40 per week apply. Compensatory time shall be granted in lieu of overtime payment if the employee in his discretion so elects. The officer shall be allowed to accumulate compensatory time as identified in 17.10 of this Article. Compensatory time will be calculated at the same rate as earned. That is, if it is earned as a result of working more than eight (8) hours on a normal work day, it will be compensated at straight time unless the officer is otherwise entitled to time and one-half as a result of working more than 40 hours during a work week. If it is earned on an officer's regularly scheduled day off, it is earned at time and one-half (1 1/2). Overtime rates shall be computed on the basis of completed fifteen (15) minute segments.

Section 17.3 Computing Hourly Rate of Pay for Overtime Payments

For the purpose of computing overtime rates for each officer, the hourly rate shall be determined as follows: step salary pay rate for the officer as set forth in this Agreement plus any school bonus the officer is entitled to divided by 2080 hours plus any FTO pay, shift differential pay, or MEG officer compensation each officer is entitled to.

Section 17.4 Callback

A callback is defined as an assignment of work which does not immediately follow or precede an officer's scheduled working hours. Employees reporting back to work shall receive two (2) hours minimum pay or be compensated for the actual time worked, whichever is greater. If the officer is called back on an established holiday, that officer shall receive four (4) hours minimum pay or be compensated for the actual hours worked, at two (2) times his hourly rate of pay, whichever is greater.

Section 17.5 Holdover

A holdover is defined as an assignment of work which immediately follows an employee's scheduled working hours. A holdover will be compensated according to section 17.2.

Section 17.6 On-Call Status

Any officer required to be "on-call" or available to be contacted for possible response shall be compensated at the rate of seven (7) hours pay for every seven calendar days assigned to on-call status. If an officer is required to be present at the Police Station or is called out for any reason, he shall be compensated according to section 17.4.

Section 17.7 Overtime Distribution

Overtime shall be distributed according to Appendix C

Section 17.8 Court Time

Any officer who shall, for the purpose of testifying in Court, personally confer with the City or State's Attorney, swear to complaints before a Court, testify before the Grand Jury, Fire and Police Commission, or a coroner's inquest in this or any other jurisdiction in either of the above capacities during off-duty hours in proceedings in which the officer is not a party shall be a minimum of two (2) hours at time and one-half, unless such presence is required on an officer's regularly scheduled day off, in which event the officer shall receive a minimum of four (4) hours at time and one-half. If the officer is required to be present in excess of the two-hour or four-hour minimum, he shall be paid for the total time present at the appropriate rate. For the purposes of this section, court appearance shall mean attendance at court until requirements for the court appearance have been met.

Where the officer has a required morning appearance and is required to make a second appearance in another case while off duty after 1:00 p.m. on the same date, the officer shall be paid an additional two (2) hours minimum at the appropriate overtime rate of time and one-half, unless he is required to be present in excess of the two hour minimum, in which event he shall be paid for the total time present at the appropriate rate.

Where an officer has completed his scheduled appearance(s) during either a morning or afternoon court call and is directed to return to court while still off duty more than one (1) hour after completion of his scheduled appearance(s)

, the officer shall be paid for the actual time worked in making such additional unscheduled appearance at the appropriate rate from the time he is directed to return to court and until he is released from court duty.

Section 17.9 Standby

If an officer who has a scheduled day off is placed on standby for any reason and he is not summoned on said day, he will receive two (2) hours' normal duty pay for each day he is required to be on said standby. If an officer is otherwise scheduled for duty that day he shall receive one (1) hour normal duty pay for each day he is required to be on said standby.

Section 17.10 Compensatory Time

No officer of the Pekin Police Department covered by this Agreement shall be allowed to accumulate over eighty (80) hours of compensatory time without written permission of the Chief. Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved officer and his supervisor. Permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected. Employer shall pay all compensatory hours over eighty (80) as they are earned. Payment shall be during the next pay period. Officers may only carry over a maximum of forty (40) hours of compensatory time from fiscal year to fiscal year.

Section 17.11 Meals and Breaks

Each employee shall be allowed a paid thirty-minute meal period per tour of duty. This meal shall be considered out of service time during which the employee will be subject only to priority calls. Periodic breaks will be allowed during tour of duty so long as operations are not impaired.

Section 17.12 Pay Dates

The City agrees to pay officers on every other Friday. The rate of pay will be the same as set forth in section 34.1 and all additional compensation that may apply according to this Agreement.

Section 17.13 Trading Days Off

Officers covered by this Agreement will be allowed to trade days off as long as there is no overtime liability to the City and the officer has received approval from his supervisor.

Section 17.14 No Pyramiding

There shall be no pyramiding or duplication of overtime or premium pay, and no employee shall be paid more than once for the same hours worked.

Section 17.15 Shift Briefing

Any shift briefings shall be conducted within the regularly scheduled eight hour shift. If, after a one year period from October 29, 2004, the Chief of Police believes it is necessary for the effective operation of the police department that a shift briefing occur outside the regularly scheduled shift, the City shall have the right to notify the Union of its desire to bargain over the subject. Any impasse reached in such bargaining shall be presented to Arbitrator Byron Yaffe or

another mutually agreed arbitrator for a binding decision. There shall be no change in shift briefings pending the resolution of such bargaining or impasse.

ARTICLE 18 - INDEMNIFICATION

Section 18.1 - Employer Responsibility

The Employer shall adhere to the applicable provisions and conditions set forth in 65 ILCS 5/1-4-6 of the Illinois Revised Statutes. The maximum amount of liability shall be the amount set forth in 65 ILCS 5/1-4-6 of the Illinois Revised Statutes or the City of Pekin liability insurance limit, which ever is greater.

Section 18.2 - Legal Representation

Officers shall have legal representation selected by the Employer in a civil cause of action brought against an officer resulting from or arising out of the performance of duties, pursuant to 65 ILCS 5/1-1-6.

Section 18.3 - Cooperation

Officers shall be required to cooperate with the Employer during the course of the investigation, administration, or litigation of any claim arising under this Article.

Section 18.4 - Applicability

The Employer will provide the protections set forth above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in paragraph entitled "Cooperation," with the Employer in defense of the action or actions claimed.

ARTICLE 19 - SENIORITY

Section 19.1 Definition of Seniority

Seniority is defined as the continuous length of service or employment covered by this Agreement from the date of last hire on the Pekin Police Department.

Section 19.2 Definition of Time in Rank Seniority

Time in rank seniority is defined as an employee's length of service in his current rank and shall include all time served in any higher rank. The definition for time in rank shall include any assignment as FTO or Investigator.

Section 19.3 Termination of Seniority

An employee's seniority shall cease when he:

- a) Quits by accepted written resignation;
- b) Retires;
- c) is discharged for just cause;
- d) is laid off pursuant to the provisions applicable in this Agreement for a period not to exceed the length of service the officer has with the City of Pekin Police Department, or twenty-four (24) months, which ever is less

Section 19.4 Seniority List

The current seniority list shall remain in full force and effect. If two (2) or more officers have the same date of hire or date of promotion, the officer occupying the highest position on the eligibility list shall receive seniority preference.

Section 19.5 Posting of Seniority List

The Employer shall maintain a current and updated seniority list and said list shall be posted in the squad room of the Pekin Police Department. Disputes as to the seniority listing shall be resolved through the grievance procedure.

ARTICLE 20 - FOP REPRESENTATIVES

For the purpose of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 20.1: Meetings

Subject to the need for orderly scheduling and emergencies, the Employer agrees that each elected official of the Lodge shall be permitted reasonable time off, without loss of pay, not to exceed thirty-six (36) hours per year, to attend general Board or special meetings of the Lodge, provided that at least forty-eight (48) hours notice of such meetings shall be given to the Employer, and provided that the names of such officials and officers shall be certified in writing to the Employer.

Officers on duty during a regular Lodge meeting shall be allowed to attend meetings while on duty provided that the officer remains available for calls and has the supervisor's permission.

Section 20.2 Grievance Processing

Reasonable time while on duty shall be permitted Lodge representatives for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay. Grievance processing shall not interfere with necessary shift assignments.

Section 20.3: Lodge Negotiating Team

Members designated as being on the Lodge negotiating team, not to exceed five (5) in number, who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Lodge negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

In the event of an emergency callback of personnel, the Chief reserves the right to withhold or cancel any above mentioned time off.

Nothing in the above listed articles precludes the right of the Lodge representatives from utilizing their personal accumulated time to attend meetings, conventions and conferences subject to proper notification and approval by the Employer.

The Labor Council negotiating team shall consist of five (5) members. It is understood that members of the State Labor Council or other representatives of the F.O.P. may also attend negotiating sessions.

ARTICLE 21 - DISABLING DEFECTS

No employee shall be required to use any equipment that has been designated by both the Labor Council or its designee and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the officer will notify his supervisor, complete the required reports and follow the supervisor's direction relative to the requesting of repairs, replacement or the continued operation of said vehicle. No officer will be required to operate any vehicle that has a defect that makes it in violation of the law until such defect has been repaired and the vehicle is no longer in violation of the law. A vehicle shall be operated in order that it be driven to a repair facility.

Disputes concerning the "defective" nature of any equipment shall be resolved by the grievance procedure.

ARTICLE 22 - BULLETIN BOARDS

The Employer shall provide the Labor Council with designated space on available bulletin boards or provide bulletin boards on a reasonable basis where none are available, upon which the Lodge may post its notices.

ARTICLE 23 - TRAINING

Section 23.1 - General Policy

Any third-shift employees who are scheduled for training on a scheduled work day shall have the option of choosing their day off to be either the shift immediately prior to the training or their next regularly scheduled shift after the training. This choice shall be subject to manpower needs. If manpower needs prevent this, the officer shall be compensated at the appropriate rate or awarded compensatory time at the officer's option in accordance with section 17.10.

Where any employee is scheduled to attend a non-optional training program on a regularly scheduled day off, he shall be granted compensatory time subject to Section 17.10.

Any employee electing to attend training on a scheduled day off shall be scheduled for another day off in that work week, subject to manpower needs.

Section 23.2 - Access.

The Chief shall generally encourage equal access to training opportunities to the extent that operational requirements of the department permit. The Labor Council or its designee shall be given an opportunity, upon request, to offer suggestions to the Chief on ways to improve access to training opportunities.

Section 23.3 - Posting

Upon receipt of a notice of an acceptable school training program, it will be posted in the Police Station, giving the officers an opportunity to volunteer. Selection will be made taking into consideration those factors deemed appropriate by the Chief in the best interest of the department.

Section 23.4 - Conferences and Travel Allowance

Attendance at and participation in professional conferences, conventions, and technical meetings shall be considered part of the employee's normal duties. With prior approval of the Chief, employees may attend such functions without loss of pay and at the City's expense. Employees traveling on City business shall either be provided with City vehicles, given an allowance for the use of their private vehicles, or be provided other transportation expenses. Overtime resulting from attendance at any training or overnight conference shall be based on actual travel time to and from said training or conference other than training at ICC or within fifty (50) miles of the City of Pekin. The time spent at the training or conference will be considered as a regular duty shift regardless of the actual hours spent in training. (i.e. a one day training session shall be considered an eight (8) hour day, a one week session will be considered a forty (40) hour week regardless of the actual hours spent at the training.) For voluntary training, overtime shall not be paid for travel time.

ARTICLE 24 - LEAVE TIME

Section 24.1 - Funeral Time

Time off given to officers and employees for deaths occurring within their immediate family shall be limited to three (3) consecutive work days.

Immediate family is defined as follows: spouse, child, stepchild, father, mother, brother, sister, stepmother, stepfather, stepbrother, stepsister, grandmother, grandfather, son-in-law, daughter-in-law, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law of the officer or employee. In the case of the death of an employee's grandfather-in-law or grandmother-in-law, funeral leave shall be limited to two (2) consecutive days.

Unusual circumstances shall be considered on an individual basis and by approval of the Chief of Police. For good cause shown, he may extend the leave.

Section 24.2 - Short-term Military Leave

Any employee covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States or the State of Illinois and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence, without pay, for the

period of such activity and shall suffer no loss of seniority rights. Employees who are called up for a two-week active duty training may take a leave of absence without pay or take the option of using their earned vacation time/compensation time.

Section 24.3 - Maternity Leave

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

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

(b) If the officer fails to return to work other than as enumerated in section 24.3, paragraph (a) above, after the aforesaid two month period and does not have any accumulated sick or compensatory time, then the Employer shall have the right to terminate her employment. In such case the Employer shall have the right to hire another officer. The officer so terminated may, subject to the approval of the Chief, be eligible for re-employment at such time as the Employer determines that manpower is necessary. If the Employer has otherwise hired another officer, it is expressly understood that said officer shall be able to continue in employment, notwithstanding the fact that the regular officer who received maternity leave may otherwise want to resume employment.

(c) It is further understood that an officer may use her accumulated sick time and compensation time and that after same is exhausted she shall be granted a leave without pay pursuant to the above procedures.

Section 24.4 Injury Leave

In the event any officer is injured while in the performance of employment for the City of Pekin, the City shall continue to pay the premiums on the insurance referred to in Article 37 during the term the officer is unable to return to full time employment as an officer of the Pekin Police Department; provided, however, in no event shall the City be required to pay such premiums and costs beyond the time when such officer is entitled to be covered by Medicare or convert to regular retirement under the Police Pension Fund, or is eligible for coverage through another Employer. The City shall continue the officer's group term life insurance so long as the City is required to pay the officer's health insurance premium under this paragraph.

In the event an officer covered under this Agreement is injured while not in the performance of his employment or becomes sick or disabled by reason other than his employment with the City of Pekin and cannot engage in his full time employment as an officer of the Pekin Police Department by reason of sickness or disability, the City of Pekin shall pay the premiums for the insurance referred to in Article 37 for a period of up to twelve (12) months from the date such injury, sickness, or disability commences; provided, however, in no event shall such

payments extend beyond the date when said employee would be eligible for coverage by Medicare.

At the end of the twelve months of paid insurance premiums, if the officer has not returned to work, he will retain all insurance referred to in Article 37 as long as he makes the payment of the monthly premiums to the City. The monthly premium shall be the same as for all regular employees.

Section 24.5 - Fraternal Order of Police Conventions

Up to two (2) Officers shall be granted up to two (2) weeks leave of absence per year to attend State or National F.O.P. conventions. Officers may use vacation, compensation time, or take unpaid leave. Requests for time off shall be made fourteen (14) days prior to the date requested.

Section 24.6 - Family Emergencies

Officers who have used all vacation time and compensation time may be granted a leave of absence for up to ten (10) working days. Such leave of absence shall only be for valid family emergencies that would require an employee's absence from duty. The Chief of Police shall review any request for emergency leave and shall have the power to grant or deny such leave based on an individual case. The officer, upon returning to work, shall pay back to the Employer any time used during the leave of absence. The pay-back of the time shall be as soon as reasonably practical, but in no event shall it exceed 90 days from the time same was used. The method and manner of paying back shall be agreed upon between the officer and the Chief of Police.

Alternatively, officers may, where they qualify, request an unpaid leave of absence under the Family and Medical Leave Act, consistent with the provisions of that statute.

ARTICLE 25 - WORKMAN'S COMPENSATION BENEFITS

The City of Pekin will comply with applicable Illinois state laws in providing workman's compensation benefits to its employees working under this Agreement who are injured while acting in the line of duty. All claims shall be pursued in accordance with applicable law.

ARTICLE 26 - SHIFT DIFFERENTIAL/SPECIAL ASSIGNMENT COMPENSATION

Section 26.1 - Evening/Night Watch Wage Matrix

Any officer who works the majority of their hours during the evening (3-11p) or night watch (11-7a) shall be compensated according to the evening/night wage matrix as identified in Appendix D

Section 26.2 Field Training Officer Compensation

An officer designated as a Field Training Officer shall receive an additional sixty-five (\$65.00) dollars per month added to their base rate.

Section 26.3 Emergency Service Team

Anytime the EST is called into service all EST members who respond will receive hazardous duty pay at the following rate:

- a) on duty - one and one half (1 1/2) times their base rate;
- b) off duty - double (2X) times their base rate.

Section 26.4 MEG Officer

Any officer assigned to the Multi-county Enforcement Group (MEG) shall be compensated according to the evening/night wage matrix as identified in Appendix D

Section 26.5 Investigators

Any officer assigned to work in the investigative division of the Pekin Police Department shall receive an additional one hundred (\$100.00) dollars per month added to their base pay.

ARTICLE 27 - HOLIDAYS

Section 27.1 Designated Holidays.

- a. New Year's Day
- b. Lincoln's Birthday
- c. Easter
- d. Memorial Day
- e. July 4th
- f. Labor Day
- g. Veteran's Day
- h. Thanksgiving Day
- i. Christmas Day

Holidays will be observed on their traditional dates.

Section 27.2 Compensation for Holidays.

a) All Officers who are covered by this agreement shall receive eight hours of straight time pay for each of the observed holidays listed in 27.1 in the first pay period in December of each year.

b) The holiday shall be the twenty-four hour period beginning at 11:00 P.M., on the date preceding the date observed as the holiday, and ending at 10:59 P.M. on the date observed as the holiday.

c) When an Officer is scheduled on duty and in fact, does work on duty on any designated holiday, the City shall pay the Officer at the rate of one and one-half times their normal rate of pay.

ARTICLE 28 - EQUIPMENT ALLOWANCE

Section 28.1 - Equipment For New Hires

The City shall provide the initial issue of uniforms and equipment as identified in Appendix E to all new hires excluding a weapon. The new hires will receive an equipment allowance on a pro-rata basis the next year based on their hire date. After his first year of employment he shall receive an annual allowance as defined in section 28.2 of this Article.

Section 28.2 - Equipment Allowance

Effective May 1, 2000, there shall be an equipment allowance in the amount of six hundred ~~(\$600)~~ ^{#650 (CRB)} dollars per year, per man, payable in cash on July 1 of each year, except for a new employee.

Section 28.3 - Reference Material

a) The Employer shall make available to each employee a current copy the Criminal Code and the Illinois Motor Vehicle and will update them as necessary.

b) The Employer shall provide the following additional reference materials for the use of all employees in locations where employees will have access to them:

- 1) All City Ordinances
- 2) A complete set of current Illinois Statutes with available updates.

ARTICLE 29 - VACATIONS

Section 29.1 - Vacation Schedule

a.) The following vacation schedule shall apply to officers covered by this Agreement:

1. Officers with one (1) year of completed service shall receive two (2) weeks of paid vacation.

2. Officers with five (5) years completed service but less than ten (10) years of completed service shall receive three (3) weeks of paid vacation.

3. Officers with ten (10) years of completed service but less than fifteen (15) years of completed service shall receive four (4) weeks of paid vacation.

4. Officers with fifteen (15) years or more of completed service shall receive five (5) weeks of paid vacation.

5. As of May 1, 1997 vacation as earned in paragraph (4) above, shall be the maximum amount of vacation earned with the following exception:

Officers with twenty (20) years or more of completed service prior to May 1, 1997 shall continue to receive six (6) weeks of paid vacation.

b.) Vacations are paid by reason of time earned, and are paid according to the employee's hourly rate of pay as determined by Section 17.11.

c.) An employee will become eligible for vacation after he completes one year of service. An employee will continue to be eligible for the amount of vacation as described in Section 29.1 (a) anytime in the calendar year that he completes the required years of service.

Section 29.2 - Vacation Payoff Upon Termination

When an officer's employment is terminated, he resigns, or he retires, he will receive pay for any vacation he became eligible for in the year of his termination, resignation or retirement that has not been taken. In addition, an employee shall receive one-twelfth (1/12) of his vacation earned for every month of completed service during the calendar year that his employment was terminated, he resigns, or retires, except if such termination occurs within the first twelve (12) months of employment.

Section 29.3 - Vacation Scheduling

The following procedures shall apply with respect to the scheduling of vacation:

a.) Vacations may be taken anytime during the calendar year. If vacations have not been requested by October 1 of the calendar year, the Commanding Officer of the division or shift affected shall assign vacation periods at their discretion. In the event that operations will not allow said vacation time to be assigned, it will be allowed to carry over into the next calendar year.

b.) Vacation days may be taken in increments of one day at a time.

c.) Vacations shall be granted on a seniority basis until March 15th of the calendar year. Employees requesting split vacation period shall understand that the portion of vacation time designated as "first choice" shall be granted according to seniority if requested by March 15th each year. Additional requests or requests made after March 15th each year shall be granted on a first-come, first-served basis.

d.) Requests for vacation time must be submitted in writing to the employee's immediate supervisor for approval.

e.) The number of officers granted vacations at the same time shall be determined by the officer-in-charge of the effected shift or unit and based on the availability of manpower. A Sergeant, Lieutenant, or Captain shall always be on duty in the patrol division.

f.) The officer-in-charge of the affected shift or unit shall notify the records division of all vacations, in writing.

Section 29.4 - Vacation Pay

Employees shall be entitled to receive their vacation pay before starting on their vacation providing that notice shall be given to their supervisor not less than five (5) days prior to the pay date immediately preceding their scheduled vacation period

ARTICLE 30 - PERSONAL DAYS

Officers shall be entitled to two (2) personal days per year. Scheduling shall be subject to manpower needs and further subject to such reasonable scheduling procedures as determined by the Chief of Police. Personal days may not be accumulated and shall be forfeited if not taken. Time off for the use of personal days will not be unreasonably denied.

ARTICLE 31 - DAYS OFF/SHIFT SELECTION AND TRANSFER

Section 31.1 - Selecting Days Off/Shifts

Except as otherwise provided for in this agreement, officers shall select twice annually, for a period of six (6) months, their preferred shift and/or days off on the basis of their seniority. All requests for a change of shift and/or days off are to be given to the appropriate division commander no later than December 1st and June 1st of each year. All changes of shifts and/or days off shall be granted effective on the first Sunday in January and July of each year and continue pursuant to the procedure outlined above unless otherwise changed, according to this Agreement, until the first Sunday of the following year. This section applies to all officers covered by this agreement, regardless of the division or assignment to which they are assigned. This section shall in no way prohibit the filling of any vacancies according to seniority or time in rank seniority.

Section 31.2 - Vacancies

All vacancies which occur throughout the calendar year, whether through attrition or the addition of a position, which creates an opening, either for days off and/or a shift, shall be filled according to seniority or time-in-rank seniority.

Section 31.3 - Non-requested Transfers

Officers assigned outside the patrol division who are directed to return to the patrol division or any officer outside the patrol division who was placed on an assignment which is completed, may use their seniority to attain any shift and/or days off that they would be eligible for had they requested this reassignment pursuant to Section 31.1 or 31.2.

Section 31.4 - Voluntary Transfers

Officers may request a voluntary transfer from any division, shift, or assignment any time during the calendar year. Any such voluntary transfer must be approved by the Chief of Police or his designee. Officers transferring on a voluntary basis, other than as provided in Section 31.1, will forfeit their seniority

rights as per their selection of shift and/or days off until such a time as they could use their seniority as provided in Section 31.1 or 31.2 to attain any shift and/or days off for which they would be eligible.

31.5 - Non-Voluntary Transfer

Transfers deemed necessary by the Chief of Police as demonstrated by good cause will not be affected by the foregoing procedures.

31.6 - Alternative Discipline Transfers

Transfers as a result of mutually agreed upon alternative discipline shall not affect any other officer's assigned shift or days off.

31.7 - Reopener

In the event that an identifiable problem occurs that impacts shift bidding by seniority, the parties agree to negotiate over accommodating the problem. The party wishing to bargain must provide written notice by certified mail, return receipt requested. The parties shall meet within ten (10) days or to some mutually agreed to date. Any impasses will be resolved through the Article dealing with Impasse Resolution.

ARTICLE 32 - SICK LEAVE

Section 32.1 Statement of purpose

Sick leave is a benefit and not a right. Use of sick leave shall be for a non-job-related illness or injury, in accordance with policies which have been or may be established by the Chief of Police or his designee.

Section 32.2 Amount Received

Officers shall receive twelve (12) days each calendar year. Said days shall accrue at the rate of one per month, for new hires.

Section 32.3 Accumulation of Sick Leave

Sick leave may continue to accrue up to a maximum of 240 days. Sick leave as used shall be subtracted from the officer's accumulated total.

Section 32.4 Unused Sick Leave

No payment for any unused sick leave shall be made upon the termination of employment for any purpose other than retirement with pension benefits eligibility being immediate. In cases of retirement, one half the current value of accumulated sick leave shall be placed in the Pekin Officer Retirement Health Insurance Trust Account to pay City of Pekin health insurance premiums after retirement. This option shall be considered to be full payout of said sick leave.

Section 32.5 Other Accumulated Time

At the option of the employee, vacation days and compensatory time due at retirement may be converted to sick leave for purposes of section 32.4. Any time so converted will be calculated at the full value and added to the 50% value

of the sick leave credit due to the Pekin Officer Retirement Health Insurance Trust Account.

ARTICLE 33 - COLLEGE ACCREDITATION BENEFITS AND EDUCATION BONUS

Section 33.1 - Incentive Schedule

Any Officer who has completed thirty (30) hours of accredited work in an approved university, junior college, or other similar institution of higher learning shall receive an additional eight hundred (\$800) dollars on his base pay. Any Officer completing sixty-four (64) hours of accredited college work shall, in addition to the eight hundred (\$800.00) dollars previously earned, receive an additional one thousand two hundred (\$1,200.00) dollars on his base pay.

Section 33.2 - Reimbursement

In order to qualify for the reimbursement, the area of study or hours completed must be in a curriculum related to the area of Law Enforcement or Criminal Justice, and/or specific business courses as approved by the Chief of Police.

If the officer enrolls in courses at a public university all costs of tuition and books will be reimbursed upon the attainment of a grade of "C" or better in the applicable course. In the event that a necessary course is only available at a private college/university or circumstances dictate the necessity of enrolling in a private college/university for said course, reimbursement will be in accordance with the above guidelines only if prior approval was granted by the Chief of Police.

Section 33.3 - Shift Adjustment

An Officer may be allowed to adjust his work hours where manpower requirements allows to attend any classes in the above mentioned programs. Schedule adjustments must be approved by the Shift Commander.

ARTICLE 34 - WAGES

Section 34.1 - Step Pay Wage Schedule

The step salary for officers with more than two (2) years service will be determined by years of service completed during the contract year.

The annual step will be in accordance with the wage as attached hereto by reference as Appendix D.

Section 34.2 - Sergeants Compensation

Any officer promoted to the rank of Sergeant shall be placed at the appropriate step in the sergeant's wage matrix consistent with their year's of service with the Pekin Police Department. The sergeant's wage matrix is attached hereto by reference as Appendix D.

Section 34.3 - Starting Wage

The Starting wage step will be maintained at a difference of \$7,915.00 below the two year wage step. The six (6) month, one (1) year and one and one half (1 1/2) year steps will be adjusted accordingly.

ARTICLE 35 - REIMBURSEMENT FOR DAMAGED PERSONAL PROPERTY

The Employer agrees to repair or replace based on reasonable and customary cost of replacement as necessary, an Employee's eye glasses, contact lenses and other personal effects (watches, personal jewelry and sunglasses limited to fifty (\$50) dollars) , including uniforms if such are damaged and equipment if broken (items over two hundred fifty (\$250.00) dollars as documented with and approved by the Chief), if during the course of the employees duties the employee is required to exert physical force, is attacked by another person or damage is caused during the performance of their duties.

ARTICLE 36 - GENERAL PROVISIONS

Section 36.1 FOP Representative Visitations

Authorized representatives of the National or State Labor Council shall be permitted to visit the Department during working hours to talk with Officers of the local Lodge and/or representatives of the Employer concerning matters covered by this Agreement.

Section 36.2 Inoculations and Immunizations

The Employer agrees to pay all expenses for inoculation or immunization shots for Employees and members of an Employee's family when such becomes necessary as a result of said Employee's exposure to contagious diseases where said Officer has been exposed to said disease in the line of duty. A signed physician's recommendation shall be required before such inoculation or immunization takes place.

Section 36.3 General Provisions

The City shall provide parking spaces in the city parking lot adjacent to the Police Department for on-duty all bargaining unit members. The City shall monitor the parking area through electronic surveillance or other means and shall indemnify officers for vandalism that occurs on the City's property. Incidents of vandalism shall be reported to the officers' shift commander within forty-eight (48) hours of the date the damage was discovered. Officers agree to cooperate with the City to recover damages from individuals causing the vandalism.

ARTICLE 37 - INSURANCE

Section 37.1 Basic Coverage

For the term of this Agreement, the City shall continue to make available to regular, full-time employees and their eligible dependents health care benefits substantially similar to the health care benefits provided by the City of Pekin Employee Health Benefit Plan as proposed in the negotiation of this Agreement. The City reserves the right to continue to self insure, or to change or provide alternative health

care benefits by third party insurance, health maintenance organization, or other means in its unilateral discretion, whenever the City finds such change appropriate. The City shall, upon request, meet and bargain with the Union regarding the impact upon salaries where it implements any significant, substantial changes in the overall benefits provided by the plan. The City reserves the right 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.

The Union shall be provided the opportunity to participate in the joint insurance committee created by agreements with the Fire Fighters and Teamsters Unions, under and subject to the rules and procedures establishing such committee.

Section 37.2 Health Care Cost

The premium for health care coverage under the City of Pekin Employee Health Benefit Plan is set and/or adjusted annually by the third party administrator in accordance with the Employee Retirement Income Security Act (ERISA). The City shall pay the cost for employee coverage for regular, full-time employees during active employment, and will pay the cost for family/dependent coverage for regular full-time employees during active employment from April 1, 1993 through April 30, 1996. Effective May 1, 1996, the Employer and employees shall share equally (50/50) any increases to the family/dependent coverage up to a cap of fifty (\$50.00) dollars per month. Effective May 1, 2004 employees shall contribute ~~\$24.00~~ ^{\$25.00} per month toward the cost of individual insurance coverage, and shall share equally (50/50) any increases in cost of family/dependent coverage up to a cap of seventy-five (\$75.00) dollars per month for the employee, over the premium cost charged April 30, 2003.

The City retains the right to provide incentives to employees opting not to have coverage under the City's program for themselves and/or their dependents. Employees or dependents electing not to be covered by the plan at the time they become qualified to participate in the plan, or subsequently dropping coverage, will be required to produce satisfactory evidence of insurability before being allowed to participate at any subsequent time, consistent with provisions of the plan.

Section 37.3 Compliance with Law

The Employer will otherwise make available medical insurance as required by law, but will not be required to pay premiums for same. Individuals who have retired from the City or who retire after April 1, 1993, may elect to continue to participate in the City health insurance plan where they have such right under the Illinois Insurance or Pension Codes, but shall be responsible for the entire premium cost of the coverage they elect.

Section 37.4 - Employee Term Life Insurance

The City shall provide to all active officers with group term life insurance consistent with the current practice at no cost to the employee. Retired Officers on the date this Agreement took effect may continue in the current group term life plan at their expense.

ARTICLE 38 - NOTICES

Any notices required under this contract shall be directed as follows:

To the City of Pekin:

Mayor
City Hall
111 S. Capitol Street
Pekin, IL 61554

To the Labor Council:

Illinois F.O.P. Labor Council
974 Clock Tower Drive
Springfield, Illinois 62704

and

Fraternal Order of Police
Lodge #105
Pekin Police Department
111 S. Capitol Street
Pekin, Illinois 61554

In furtherance of the notice required referred to above, the sworn police officers of the City of Pekin covered hereby shall constantly keep on file with the Mayor of the City of Pekin, Illinois, the name of its duly elected representative and the address to which all notices shall be given said representative.

ARTICLE 39 - RESIDENCY

All officers must reside within the following geographical boundaries:

North: The south side of Interstate 474

East: West side of Springfield Road (Groveland Blacktop)

South: North side of Townline Road extended west to the Illinois River.

West: The east side of the Illinois River and in Peoria County, west, south and north, within a 10 mile radius from the City's Municipal Building, up to Interstate 474.

Any probationary officer must reside within eighteen (18) months of his or her employment with the City of Pekin.

For the purposes of this Article, "reside" shall mean a person who maintains his or her actual residence within the above described boundaries.

ARTICLE 40 - SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to

substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 41 - COMPLETE AGREEMENT

The parties acknowledge that, during the negotiations which preceded this contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 42 - CANINE OFFICER

Section 1 - Care and Maintenance

Any officer assigned as a canine officer shall be allotted five (5) hours per week during his regular schedule to cover the continued care, maintenance, and grooming of the dog. Where an officer assigned as Canine Officer is required to expend additional time outside his regularly scheduled duty hours in the care and maintenance of his assigned dog, he shall be paid time and one half at a regular rate per hour of \$5.00 for such additional work, provided the officer obtains advance authorization before engaging in such additional work.

Section 2 - Kennel

The Employer shall be responsible for providing a kennel at the assigned officer's residence for maintaining the dog.

Section 3 - Food and Medical Costs

The Employer shall be responsible for all food and veterinary costs incurred by the dog.

Section 4 - Liability

The Employer shall maintain liability insurance and indemnify the officer for acts of the dog in accordance with Article 18.

Section 5 - Status Compensation

The officer shall be compensated according to the provisions of Article 17 sections 17.4 "Call-back", 17.6 "On-call Status", and 17.9 "Standby", for any assignments made specific for the use of the dog.

Section 6 - Boarding

When any officer assigned to the Canine program is on vacation, at the officer's discretion, he may request the City to board the dog at the City's expense.

Section 7 - Limitations

The Employer may call in the Canine officer without being in violation of any provisions for "Overtime Distribution" as long as the service being performed requires the use of the Canine Unit (i.e. building search, vehicle search, drug searches or any other event whereby prudent law enforcement practices recommend the use of a dog). The Canine Officer shall be eligible for other overtime opportunities pursuant to the overtime distribution provisions.

Section 42.8 - Damaged Clothing

Any clothing damaged by the dog shall be replaced according to the provisions of Article 35 of this Agreement.

ARTICLE 43 - DURATION

Section 42.1 - Recognition/Bargainin^g

The Employer shall continue to recognize and bargain with the Lodge so long as the Lodge represents a majority of the officers covered by this Agreement.

Section 42.2 - Terms pi Agreement

This Agreement shall be effective from May 1, 2003, and shall remain in full force and effect until April 30, 2007. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than 120 days preceding expiration and no later than 60 days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

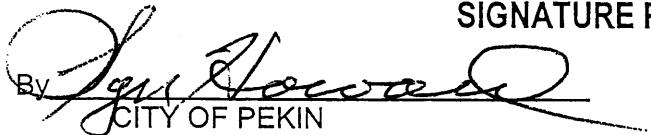
Section 42.3 - Reopener

The parties agree that if either side desires to reopen negotiations on making any changes and/or additions to the Agreement, then either party may do so by notifying the other. Both parties must mutually agree to said request. In the event such mutual agreement is reached, then the parties shall meet not later than ten (10) days after the date of receipt of such notice or at such reasonable times as are agreeable to both parties for the purpose of negotiations. All notices provided for in this Agreement shall be served upon the other party by registered mail, return receipt requested.

Section 42.4 - Continuing Effect

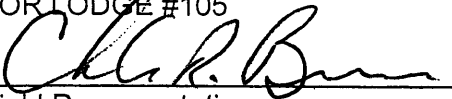
Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date only if negotiations of resolution of impasse procedure are continuing for a new agreement or part thereof between the parties.

SIGNATURE PAGE

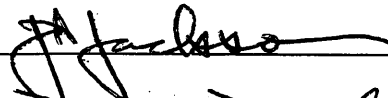
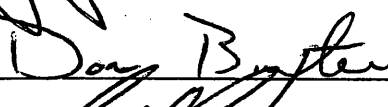
By 
CITY OF PEKIN
Mayor _____

ATTEST: _____

FRATERNAL ORDER OF POLICE LABOR COUNCIL:
FOR LODGE #105


Field Representative

FOP Lodge #105


APPENDIX A - DUES DEDUCTION FORM

**Illinois Fraternal Order of Police Labor Council
974 Clocktower Drive
Springfield, IL 62704
(217)698-9433**

Dues Deduction Form

I, _____, hereby authorize my Employer, the City of Pekin, Illinois, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.

Date: _____

Signed: _____

Address: _____

City: _____

State, Zip: _____

Telephone: () _____

PLEASE REMIT ALL DUES DEDUCTIONS TO:

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, IL 62704**

(217)698-9433

APPENDIX B - GRIEVANCE FORM

APPENDIX C - OVERTIME DISTRIBUTION

Section 1 - Distribution

a) The Labor Council or its designee shall notify in writing the Chief of Police or his designee as to who will serve as the Labor Council representative as well as any alternates for each shift in regard to the distribution of overtime.

b) All overtime will be distributed as equally as practical among the officers on each shift. Overtime for patrolmen will be filled by patrolmen, and overtime for sergeants will be filled by sergeants. In the event of long term illness for any sergeant, commencing on the fourth day of illness, a command officer of a higher rank may be assigned to fill the sergeant's position at the discretion of the Chief of Police provided it is the higher ranking officers normally scheduled working day.

c) Overtime will be afforded to qualified officers, however, if all qualified officers refuse the overtime or cannot be contacted, the overtime may be offered to officers from another shift. If there are still no qualified volunteers, then the junior qualified officer will be required to perform the overtime. Such required overtime will be noted on the overtime records, and the officer will not be required to work overtime until all officers on his shift have been required to work overtime. This will be done by progression, from junior officer to senior officer.

Section 2 - Guidelines

a) Overtime records start January 1 of each year.

b) An officer's overtime shall consist of actual overtime hours offered, hours worked, hours refused, and hours required. Records will be kept in segments of two hours.

c) A refusal mark will be given to any officer who refuses overtime for any reason.

d) New employees will receive a shift average of overtime marks. This average, plus all overtime offered, will be carried in all moves from shift to shift or to special services. New officers will not be offered overtime that requires them to work on their own until they no longer work with a Field Training Officer.

e) An overtime sheet will be maintained each month on each shift by the officer and/or the alternate officer designated by the Labor Council. Overtime worked, refusals, and required overtime shall be designated on this sheet by marks next to the officer's name (see example attached). This list will be kept up to date as overtime is needed. Unless an officer can present check stubs to prove otherwise, this list will be final.

f) Overtime on the job, i.e., officers required to work past the end of his shift in order to finish an arrest, report, or other details in progress, will not be counted as distributed overtime, and no marks will be given.

g) When unknown or unanticipated vacancies occur on a shift, or more officers are needed on a shift, the overtime will be filled by dividing the vacancy or need for more officers equally between the two adjacent shifts. An

officer, or officers, will be held over from the preceding shift for four hours, and an officer, or officers will be called in four hours from the following shift. The designated officer on the preceding shift will advise the shift supervisor of who is next eligible for overtime until the need for officers is filled. The designated officer on the shift with the need for overtime will advise the shift supervisor of who is to be called in to fill the last four hours of the vacancy or need for officers. Nothing in this procedure shall require the city to fill any four hour segment of a vacancy or to fill any vacancy.

h) When it becomes necessary for the city to schedule overtime to fill a shift vacancy, it may be done by using an officer on the shift where the vacancy exists. The overtime ~~will~~ be filled by using an officer on his normal day off. The designated officer will be notified by the shift supervisor that overtime to fill a vacancy is needed and the designated officer will advise the shift supervisor of who is next up for the overtime.

i) Overtime for special services will be distributed the same as each shift with the exception that officers in special services who are called out while in "on call" status shall not receive overtime marks for such overtime worked.

j) Special situation overtime is defined as work performed which is not considered to be "normal patrol duties". Examples of such work includes parades, crowd control and special events. Special situation overtime will be noted on a separate overtime credit list, which will be made out according to seniority. Overtime will be distributed as equally as practical among qualified officers of the bargaining unit. If all qualified officers refuse the overtime or can not be contacted, then the junior qualified officer will be required to perform the overtime. Such required overtime will be noted on the special situation overtime list and the officer will not be required to work overtime until all qualified officers have been required to work overtime. This will be done by progression, from junior officer to senior officer.

k) The City may use auxiliary police in equal numbers with the commissioned officers for special events or other situations as long as commissioned officers are asked first and are available for the assignment. For special events, if there are not a sufficient number of commissioned officers available to adequately staff the event the City may utilize more auxiliary officers.

MAY
CRB

LETTER OF UNDERSTANDING

The City of Pekin and Illinois Fraternal Order of Police Labor Council, for and on behalf of its Lodge No. 105, parties to a collective bargaining agreement as a result of an October 29, 2004 Interest Arbitration Award in Case No. S-MA-03-180, rendered by Byron Yaffe, enter into this letter of understanding concerning new residency requirements established by the October 29, 2004 Award of Arbitrator Yaffe, and its impact upon Pekin Police Officer Cory Gallup. Shortly after the issuance of the October 29, 2004 award, Officer Gallup closed on the purchase of a residence under the belief the residence was within the boundaries established by Arbitrator Yaffe's award, when the residence is in fact approximately three tenths (.3) of a mile beyond the boundaries. The parties hereby agree that so long as Officer Gallup maintains his present residence, he will be considered to be in compliance with the residency requirement of the parties' 2003-2007 Agreement, provided that, should Officer Gallup move from the residence he is presently purchasing, he shall move to a location within the actual boundaries established by the 2003-2007 Agreement. This Agreement shall not serve as any waiver of, nor precedent concerning the residency provision of the parties' agreement shall not be applicable to any other employee or situation, and shall not be admissible in any proceedings between the parties, except as to Officer Gallup, to document his compliance with the residency requirement.

This Letter of Understanding constitutes the entire understanding of the parties concerning its subject, and may be modified or amended only by written instrument, signed by both parties.

Dated this ____ day of December, 2004.

For City of Pekin


Chief of Police

For Illinois Fraternal Order of Police Labor Council


Field Representative

APPENDIX D-1
PATROL DAYWATCH

	3%	3.5%	3.5%	3.5%
Step	5/1/03	5/1/04	5/1/05	5/1/06
Start	35,350.82	36,865.12	38,432.42	40,054.58
6 mo.	37,329.57	38,843.87	40,411.17	42,033.34
1 yr.	39,308.32	40,882.62	42,389.92	44,012.09
1 yr. 6 mo.	41,287.07	42,801.37	44,368.67	45,990.84
2 yr.	43,265.82	44,780.12	46,347.42	47,969.58
3 yr.	43,465.82	44,980.12	46,547.42	48,169.58
4 yr.	43,665.82	45,180.12	46,747.42	48,369.58
5 yr.	43,865.82	45,380.12	46,947.42	48,569.58
6 yr.	44,065.82	45,580.12	47,147.42	48,769.58
7 yr.	44,265.82	45,780.12	47,347.42	48,969.58
8 yr.	44,465.82	45,980.12	47,547.42	49,169.58
9 yr.	44,665.82	46,180.12	47,747.42	49,369.58
10 yr.	44,865.82	46,380.12	47,947.42	49,569.58
11 yr.	45,065.82	46,580.12	48,147.42	49,769.58
12 yr.	45,265.82	46,780.12	48,347.42	49,969.58
13 yr.	45,465.82	46,980.12	48,547.42	50,169.58
14 yr.	45,665.82	47,180.12	48,747.42	50,369.58
15 yr.	45,865.82	47,380.12	48,947.42	50,569.58
16 yr.	46,065.82	47,580.12	49,147.42	50,769.58
17 yr.	46,265.82	47,780.12	49,347.42	50,969.58
18 yr.	46,465.82	47,980.12	49,547.42	51,169.58
19 yr.	46,665.82	48,180.12	49,747.42	51,369.58
20 yr.	46,865.82	48,380.12	49,947.42	51,569.58
21 yr.	47,065.82	48,580.12	50,147.42	51,769.58
22 yr.	47,265.82	48,780.12	50,347.42	51,969.58
23 yr.	47,465.82	48,980.12	50,547.42	52,169.58
24 yr.	47,665.82	49,180.12	50,747.42	52,369.58
25 yr.	47,865.82	49,380.12	50,947.42	52,569.58

APPENDIX D-2
PATROL EVENING/NIGHT WATCH

[illegible]

APPENDIX D-3
SERGEANT DAYWATCH

	3%	3.5%	3.5%	3.5%
	5/1/03	5/1/04	5/1/05	5/1/06
2 yr.	47,478.47	49,140.21	50,860.12	52,640.22
3 yr.	47,678.47	49,340.21	51,060.12	52,840.22
4 yr.	47,878.47	49,540.21	51,360.12	53,040.22
5 yr.	48,078.47	49,740.21	51,560.12	53,240.22
6 yr.	48,278.47	49,940.21	51,760.12	53,440.22
7 yr.	48,478.47	50,140.21	51,960.12	53,640.22
8 yr.	48,678.47	50,340.21	52,160.12	53,840.22
9 yr.	48,878.47	50,540.21	52,360.12	54,040.22
10 yr.	50,078.47	50,740.21	52,560.12	54,240.22
11 yr.	50,278.47	50,940.21	52,760.12	54,440.22
12 yr.	50,478.47	51,140.21	52,960.12	54,640.22
13 yr.	50,678.47	51,340.21	53,160.12	54,840.22
14 yr.	50,878.47	51,540.21	53,360.12	55,040.22
15 yr.	51,078.47	51,740.21	53,560.12	55,240.22
16 yr.	51,278.47	51,940.21	53,760.12	55,440.22
17 yr.	51,478.47	52,140.21	53,960.12	55,640.22
18 yr.	51,678.47	52,340.21	54,160.12	55,840.22
19 yr.	51,878.47	52,540.21	54,360.12	56,040.22
20 yr.	52,078.47	52,740.21	54,560.12	56,240.22
21 yr.	52,278.47	52,940.21	54,760.12	56,440.22
22 yr.	52,478.47	53,140.21	54,960.12	56,640.22
23 yr.	52,678.47	53,340.21	55,160.12	56,840.22
24 yr.	52,878.48	53,540.21	55,360.12	57,040.22
25 yr.	53,078.47	53,740.21	55,560.12	57,240.22

APPENDIX D-4
SERGEANT EVENING/NIGHT WATCH

[illegible]

APPENDIX E
Mental Health Coverage

The City of Pekin, Illinois and the Illinois Fraternal Order Of Police Labor Council, representing Pekin Fraternal Order Of Police Lodge No. 105, hereby document the agreements reached between the parties during discussions resulting from the submission of Grievances No. 910918-3 and No. 910918-4 on September 18, 1991, both of which grievances have been withdrawn by the Illinois Fraternal Order of Police Labor Council and Pekin Police Lodge No. 105:

I. The Fraternal Order Of Police Labor Council and Pekin Lodge No. 105 hereby recognize and agree that Lifetime Maximum coverage for Mental And Nervous Disorders, including both inpatient and outpatient treatment, as these terms are defined by the Employee Health Benefit Plan for employees of the City of Pekin, under the Employee Health Benefit Plan presently maintained by the City of Pekin is limited to \$25,000.

2. Effective with the acceptance by the Fraternal Order Of Police Labor Council and Pekin Lodge No. 105 of the offer of the City of Pekin, on July 30, 1992, the City of Pekin agrees to provide active police officers within the bargaining unit represented by the Fraternal Order Of Police Labor Council and Pekin Lodge No. 105 with additional reimbursement for outpatient treatment of Mental And Nervous Disorders covered by the City of Pekin Employee Health Benefit Plan, as follows:

For An Initial Visit/Treatment

50% of the cost of this Initial Treatment/Visit, Subject To A Maximum Cost For Such Initial Treatment/Visit of \$200 (City Maximum payment - \$100)

For Second and Subsequent Treatment/Visits -

50% of the Cost of Such Treatment/Visit(s), Subject To A Maximum Cost For Second And Subsequent Treatment/Visit(s) of \$100 (City Maximum Payment - \$50)

The Maximum Outpatient Annual Benefit For Mental And Nervous Disorders shall remain \$500, as currently provided by the City of Pekin Employee Health Benefit Plan, and shall not be increased or changed by reason of any of the provisions of this Letter of Agreement.

The foregoing agreement on reimbursement for outpatient treatment of Mental And Nervous Disorders shall be limited to active police officers within the bargaining unit, and shall apply to dependents, retirees or other participants

APWDIX E

l-er:tal Health Coverage

within, or covered t,y, the City Of Pekin Employee Health Bennett Plan, for whom outpatient treatment for Mental And Nervous Disorders shall be unchanged by this Agreement. Any reimbursement of outpatient treatment currently provided by the City of Pekin Employee Health Benefit Plan shall be included as part of the reimbursement provided by the City under this agreement to active police officers. Nothing in this Latter of Agreement shall require or compel any change of the City of Pekin Employee Health Benefit Plan, provided this shall not relieve the City from payment pursuant to this Letter of Agreement.

This Agreement shall continue in effect until April 1. 1993 in accordance with Article .42 of the present Agreement Between The City Of Pekin and Pekin Fraternal Order Of Police Lodge #105.

APPENDIX F - ISSUED UNIFORM AND EQUIPMENT LIST

Uniforms, Badges & Insignia: Quantity

	<u>Item</u>
2	Short Sleeve Uniform Shirts
2	Long Sleeve Uniform Shirts
2	Uniform Pants
1	Heavy Uniform Coat (Gore-tex)
1	Light Uniform Coat
1	Uniform Hat
1	Uniform Hat Rain Cover
1	Winter Fur lined Trooper Hat
2	PPD Insignia Collar Brass
2	Shirt/Coat Badges
1	Wallet Badge
1	Hat Badge
2	Name Tags

Body Armor:

1	Body Armor Threat Level II with Trauma Plate
---	--

Duty Belt and Accessories (Nylon or Leather-Officer's Option):

1	Inner Duty Belt
1	Outer Duty Belt
1	Holster
1	Double Magazine Pouch
1	Double Cuff Case
1	ASP
1	ASP Holder
1	Glove Pouch
2	Handcuffs
1	Flashlight Ring
1	Belt Keepers (Set of Four)
1	Streamlight Stinger light, holder, wand and charger

The above enumerated equipment shall remain the property of the City of Pekin.

APPENDIX G

Excerpt from Arbitrator Yaffe's Award on Retiree Health Insurance

RETIREE HEALTH INSURANCE

In accord with the IL Pension Code, retirees are entitled to coverage by the City's health plan. The City does not pay the insurance premium costs for retirees.

There is also a Union established Health Insurance Trust, to which officers may contribute until their retirement, and thereafter. Until 1996 the City contributed to the Trust. However, thereafter, the City increased the top step of the salary schedule, which resulted in higher pension benefits, and reached agreement with the Union that it would no longer have an obligation to fund or pay for retiree insurance coverage, beyond the subsidy mandated by the IL Insurance Code. In 2000 the Trust capped payments at \$250/month per retiree, and terminated payment for dependent coverage.

Effective 5/1/03 the City created two additional coverage options for all retirees; Plan B, which has higher deductibles and co-pays, but lower premiums, and Plan D, which provides Plan A's coverage, but only as a secondary plan where the retiree has other primary group insurance coverage.

Decision

Although the undersigned is sensitive to and concerned about the ability of retirees on relatively fixed incomes to afford medical insurance of the type provided by the City, a number of factors require the undersigned to award the City's proposal on this issue. As was the case in the medical insurance issue discussed above, internal comparability clearly and strongly supports the City's position. Relatedly, in view of the fact that the undersigned has awarded the City's proposal on medical insurance for current employees, equity and practicality considerations do not support retention of Plan C only for future retirees, particularly where current retirees would also not be entitled to said benefit. Furthermore, external comparability evidence in this proceeding provides little support and/or justification for adoption of the Union's proposal.

While the undersigned acknowledges that under the City's proposal affected individuals may be hit hard by spiraling medical insurance and health care costs, that is not a situation unique to this relationship, and the record indicates that the City has made a number of good faith efforts to address this problem, particularly in its adoption of Plans B and D.

For all of the foregoing reasons, and again based upon the fact that this issue is clearly an economic one, the undersigned adopts the City's proposal on this issue.

ADDENDUM TO THE LABOR AGREEMENT
BETWEEN
CITY OF PEKIN, IL (EMPLOYER)
AND
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
ON BEHALF OF AND WITH PEKIN F.O.P. LODGE #105

Recognizing the Employer's right to promulgate policies and procedures and/or rules and regulations re: secondary employment for bargaining unit employees, the Union asserted its right to bargain over the impact of same.

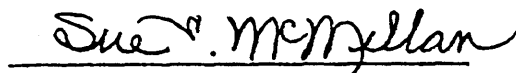
As a result of negotiations between the parties re: secondary employment, the parties do hereby agree to amend the current collective bargaining agreement by adding this addendum which shall become a part of same. The following language re: secondary employment shall apply:

Secondary employment outside the Pekin Police Department shall be subject to the Department's policies, rules, and general orders, and shall not be unreasonably denied where the secondary employment does not conflict with the employee's primary job duties and responsibilities or the Pekin Police Department's policies, rules, general orders or mission.

FOR THE EMPLOYER:


City Clerk,
City of Pekin, IL

Date

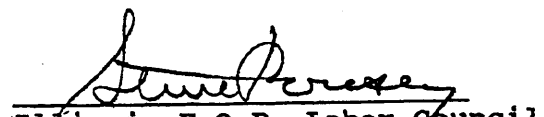

City Clerk,
City of Pekin, IL

--- 72-301

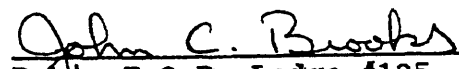
at

(SEAL)

FOR THE UNION:


Illinois F.O.P. Labor Council
91r./e., 7 "o....) 0

Date


Pekin F.O.P. Lodge #105

' 7 (2 - 5 1 0 r
Date

Commissioners
City Manager

Gentlemen:

The City Manager and I have discussed the concept of having a Commissioner be a liason with each of our important committees. The idea would be that the Commissioner would be responsible for staying on top of the meeting minutes, contact with staff or committee members, and being a valuable resource to the Council as a whole at Council meetings if any questions. We are recommending the following assignments. Please advise your thoughts on both this concept and the assignments.

Planning Commission	
Board of Appeals	Mr. Jim Jones
Human Relations	
Liquor	Mr. Bill Maddox
Loan Review	Mr. Daryl Dagit
Traffic Safety	
Tourism	Mr. Tom Blanchard
Library	Mr. Dennis Kief
Pekin Main Street	Mr. Jim Jones
Airport Commission	
Citizens Review (CDBG)	
Housing	Mr. Lyn Howard

Special Committees:

Selection Committee – Economic Development

Mr. Daryl Dagit

Mr. Dennis Kief

Balance of Committee appointed by Mr. Kief

Selection Committee – Treasurer

Mr. William Maddox

Dr. Jack Wilt

Mr. Dennis Kief

RESOLUTION No. 108-05/06

PEKIN, ILLINOIS, May 23, 2005₁₉

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's appointment of the following Committee members for Treasurer Search
is hereby accepted and approved.

Commissioner William Maddox

Dr. Jack Wilt

Dennis Kief

SIGNED BY _____

MAYOR.

109-05/06

RESOLUTION NO. _____

May 23,

2005

PEKIN, ILLINOIS, _____ 19 _____

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's assignments of the following named Council members and Manager
to the respective committees set opposite their names as liaison
are hereby accepted and approved.

Commissioner Jones	Planning Commission Board of Appeals Pekin Main Street
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Commissioner Maddox	Human Relations Liquor Commission
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Commissioner Dagit	Loan Review
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Commissioner Blanchard	Traffic Safety Tourism
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Dennis Kief	Library Board
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Mayor Howard	Airport Commission Citizens Review (CDBG) Housing Board
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SIGNED BY _____

MAYOR.