



**AGENDA FOR
CITY COUNCIL MEETING**

Council Chambers

401 E Third Street

Kewanee, Illinois 61443

Open Meeting starting at 7:00 p.m.

Monday, July 11, 2016

Posted by 5:00 p.m., July 8, 2016

1. Call to Order
2. Pledge of Allegiance
3. Consent Agenda
 - a. Approval of Minutes
 - b. Payroll
 - c. Staff Reports
4. Presentation of Bills and Claims
5. Citizen Participation
6. Business:
 - a. **Consideration of a Resolution** authorizing the City Manager to execute a three year collective bargaining agreement with International Association of Fire Fighters Local 513.
 - b. **Consideration of a Resolution** to establish a post employment health benefit plan for eligible public employees.
7. Council Communications:
8. Announcements:
9. Adjournment



City Manager

401 E. Third Street

Kewanee, IL 61443-2365

Voice (309) 852-2611 Fax (309) 854-5329

I l l i n o i s

MEMORANDUM

Date: June 24, 2016
From: Gary Bradley, City Manager
To: Mayor & Council
RE: Council Meeting of **Monday, July 11, 2016**

REGULAR MEETING AT 7:00 P.M.

1. **Website Redesign** – Staff training on the use of the new website is scheduled for the 18th. The official launch will be shortly thereafter.
2. **Public Works Staffing** – Contingent offers were made to two individuals to fill vacancies in Public Works. Both were accepted and we expect the new employees to begin within the next few weeks.
3. **MTM** – Midwest Trailer Manufacturing's request for the use of revolving loan funds has made it to the next stage in the approval process, and will be considered at the next KEDC meeting
4. **Committees** – The public presentation of the process, findings, and recommendations of the committees for community and economic development was last week. 24 people were in attendance, including staff, elected officials, media, and committee members. The information provided was well received. The plans will be presented for your consideration at the next meeting.
5. **BNSF** – The Railroad has indicated that they will get their property taken care of in advance of the Prairie Chicken Festival, but they are starting to make me nervous. About it. Councilmember Yaklich has developed a contingency plan involving large Prairie Chickens.
6. **Sidewalks and Stormwater** – Engineering staff continues to work on plans to fix deficient sidewalks and notable storm drainage issues. The removal of steps from the sidewalk on the SE corner of Prospect and Elliott is substantially complete.
7. **Clarifier Project** – There is a coordination meeting with the contractor, Bock, the City Engineer, myself, and others (including subcontractors) next week regarding the work to be done on the clarifiers.

8. **Kiwanis** – I've been asked yet again to provide a program for Kiwanis. The topic of this meeting will be to introduce the concept of the Citywide Cleanup and build support for that project, which has been scheduled for October 15th.
9. **Public Works** – The scale at the transfer station was repaired last week without a significant interruption in service. Staffing (both vacancies and vacations) has limited what the department has been able to accomplish of late. Despite the shortages, the department has continued to remove trees, patch potholes, repair service line leaks, and provide support for water and sewer operations.
10. **WWTP** – An intake meter was installed this week at the waste water treatment plant. This step was required in order to accurately measure flows as part of our efforts to address the chloride issue.
11. **Water loss** – Water losses are holding steady. Westrum will be here next week to help identify any additional leaks that can be repaired.
12. **ROW Excavation permits** – The City Engineer is working to develop a Right-of-Way excavation permit and process. It turns out that like most cities, we actually have an ordinance on the books requiring a permit, it's just not something that we've enforced in the last 25 years or more. As a result, contractors have been allowed to dig in the right of way, remove sidewalks, etc. and not make repairs.
13. **CCR** – The Consumer Confidence Report was posted to the City's web site and notice provided to all water customers during the past two months. Certification of such has been sent to IEPA.

SYS DATE:07/01/16

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 56
Friday July 01,2016

SYS TIME:14:47
[NW1]

DATE: 07/01/16

PAGE 1

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 AEP ENERGY			9296.12	
D052716CHURCH	01-11-571	CHURCH ST SIREN		.19
D052716LSF&U	52-93-571	FIRST & UNION LIFT ST		18.25
D052716LSH&T	52-93-571	HIGH & THIRD LIFT ST		7.23
D052716LSM	52-93-571	MIDLAND LIFT ST		18.25
D052716ST2	62-45-571	ST 2 ELECTRIC		.84
D062316LSS&H	52-93-571	HOLLIS & SOUTH LIFT ST		16.49
D062316PND	01-21-539	POUND ELECTRIC		24.65
D062316S&T	01-11-571	SOUTH & TENNEY TRAFFIC		22.05
D062316SWTP	51-93-571	SWTP ELECTRIC		6346.79
D062316T&C	01-11-571	TENNEY & COLLEGE SIREN		.14
D062316T&M	01-11-571	TENNEY & MCCLURE TRAFFIC		19.53
D062316W	01-11-571	WATER ELECTRIC		5.18
D062316WW5	51-93-571	WATER WELL 5 ELECTRIC		2741.13
D062816C	01-11-571	CHURCH ST SIREN		.20
D062816C&M	01-11-571	CENTRAL & MAIN TRAFFIC		7.42
D062816F&M	01-11-571	FIRST & MAIN TRAFFIC		7.87
D062816LSF&U	52-93-571	FIRST & UNION LIFT ST		17.45
D062816LSH&T	52-93-571	HIGH & THIRD ST LIFT ST		5.89
D062816LSM	52-93-571	LIFT ST MIDLAND		18.05
D062816P&M	01-11-571	PROSPECT & MAIN TRAFFIC		10.22
D062816S&M	01-11-571	SECOND & MAIN TRAFFIC		7.54
D062816ST2	62-45-571	ST 2 ELECTRIC		.76
01 ALTORFER INC			1734.00	
D2822204	51-42-593	RENT MINI EXCAVATOR		1734.00
01 ANDERSON, GRANT			83.21	
AB-1248	01-22-471	REIMB UNIFORM ALLOW		83.21
01 B & B LAWN EQUIPMENT & CYCLERY			241.68	
146325	58-36-512	FAN KIT, 2 CYCLE OIL		99.18
148952	58-36-512	OIL & FILTERS		142.50
01 CAMBRIDGE TELCOM SERVICES INC			485.00	
D070716	01-11-537	FIBER INTERNET		485.00
01 MICHAEL W BIESER			1000.00	
1437	01-21-563	CANINE TRAINING		1000.00
01 CITY OF KEWANEE - HEALTH CARE			100958.04	
HLTH-7/16	01-11-451	HEALTH INS/F&A		1725.96
HLTH-7/16	01-21-451	HEALTH INS/PD		41226.97
HLTH-7/16	01-22-451	HEALTH INS/FD		27851.42
HLTH-7/16	01-41-451	HEALTH INS/PW		7978.98
HLTH-7/16	01-52-451	HEALTH INS/PARKS		392.18
HLTH-7/16	51-42-451	HEALTH INS/WATER		9248.55
HLTH-7/16	52-43-451	HEALTH INS/SEWER		2767.65
HLTH-7/16	57-44-451	HEALTH INS/SAN		6247.94
HLTH-7/16	58-36-451	HEALTH INS/CEM		2211.12
HLTH-7/16	62-45-451	HEALTH INS/FLT MNT		1307.27
01 A&R SHARED SERVICES			506.40	

SYS DATE:07/01/16

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 56
Friday July 01,2016

SYS TIME:14:47
[NW1]

DATE: 07/01/16

PAGE 2

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
T1640407	01-21-552	LEADS LINE		506.40
01 COMCAST CABLE D061516S	51-93-552	INTERNET VPN SWTP	71.90	71.90
01 D&D OF KEWANEE INC 83875	01-22-513	REPROG ECM AMBULANCE	75.60	75.60
01 DOOLEY BROS PLUMBING D062216	52-93-512	SUMP PUMP	218.38	218.38
01 FRONTIER COMMUNICATIONS CORPOR D061916	01-41-552	LOCAL PH/PW	1463.02	209.61
D061916	54-54-552	LOCAL PH/FR PK		33.77
D061916	01-11-552	LOCAL PH/F&A		312.23
D061916	01-22-552	LOCAL PH/FD		243.23
D061916	52-93-552	LOCAL PH/WWTP		111.71
D061916	57-44-552	LOCAL PH/SAN		45.10
D061916	51-93-552	LOCAL PH/WTP		9.43
D061916	01-21-552	LOCAL PH/PD		436.66
D061916	58-36-552	LOCAL PH/CEM		61.28
01 GUSTAFSON FORD 108967	01-22-513	REPR AIR CONDITIONER	349.20	349.20
01 HENRY COUNTY HUMANE SOCIETY D062716	01-21-539	POUND CARE	1970.00	1970.00
01 HOPKINS, KELLY D062716	01-41-617	REIMB SIDEWALK REPLACEMNT	258.81	258.81
01 ILLINOIS EPA 2016-2017	52-93-542	ANNL NPDES PERMIT	17500.00	17500.00
01 JOHNSON, DEBORAH L 16-08E	01-11-562	MILEAGE/INS MEETING	211.68	60.48
16-09E	01-11-562	MILEAGE IMTA CONFERENCE		151.20
01 KEWANEE FIRE PENSION FUND 2016-1	71-14-462	1ST DIST PROP TAX	227927.50	227927.50
01 KEWANEE POLICE PENSION FUND 2016-1	72-14-462	1ST DIST PROP TAX	244376.79	244376.79
01 LAWSON PRODUCTS, INC 9304172340	51-42-612	CONCRETE SS ANCHORS	164.04	164.04
01 MABAS 39 2016	01-22-561	ANNUAL DUES	225.00	225.00
01 MISSISSIPPI VALLEY PUMP INC 11063	52-43-512.6	NEW FLYGHT PUMP/LIFT ST	8907.80	8907.80
01 MOTOROLA - STARCOM21 NETWORK 189565292015	01-22-556	ANNUAL SERVICE	240.00	240.00
01 WALLEN, PETE D063016	38-71-549	JANITOR SERVICES	1250.00	1250.00
01 OSF SAINT LUKE MEDICAL CENTER 3090306	14-11-591	ACCIDENT DRUG TEST	86.01	86.01
01 PANTHER UNIFORMS INC 18082	01-22-471	UNIFORM ALLOW/POWELL	121.85	121.85
01 PATRICK O FICKLING			4863.00	

SYS DATE:07/01/16

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 56
Friday July 01,2016SYS TIME:14:47
[NW1]

DATE: 07/01/16

PAGE 3

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
4143	01-65-518	DOWNTOWN FLOWERS/PLANTINGS		4863.00
01 PDC LABORATORIES INC 835178S	51-93-542	WATER TESTING	247.50	247.50
01 POLICE PETTY CASH D062916	01-21-562	TRAINING MEALS	63.78	63.78
01 RAY O'HERRON COMPANY INC 1637416-IN	01-21-471	UNIFORM ALLOW/DISON	308.60	308.60
01 RIBER, BENNETT 6188054-1	01-22-471	REIMB UNIFORM ALLOW	224.42	86.32
6188054-2	01-22-471	REIMB UNIFORM ALLOW		138.10
01 UNIFORM DEN INC 89913	01-22-471	UNIFORM ALLOW/WELGAT	308.14	308.14
01 U.S. CELLULAR 142331531	01-41-552	CELLULAR SVC/PW	289.78	183.00
142331531	01-11-552	CELLULAR SVC/CM		106.78
01 UTILITY EQUIPMENT CO 10061242-001	51-93-512	FREIGHT FOR PUMP	81.99	25.99
10061658-000	51-93-512	3/4" BOLTS		56.00
01 WEMPLES SALES & SERVICE 76728	58-36-652	CHAIN SAW CHAIN	24.48	24.48
** TOTAL CHECKS TO BE ISSUED			626133.72	

SYS DATE:07/01/16

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 56
Friday July 01,2016

SYS TIME:14:47
[NW1]

DATE: 07/01/16

PAGE 4

FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
GENERAL FUND			92066.70	
INSURANCE FUND			86.01	
CAPITAL MAINTENANCE/MUN. BLDG.			1250.00	
WATER FUND			20645.33	
SEWER FUND			29607.15	
FRANCIS PARK			33.77	
SANITATION			6293.04	
CEMETERY FUND			2538.56	
CENTRAL MAINTENANCE			1308.87	
FIRE PENSION FUND			227927.50	
POLICE PENSION FUND			244376.79	
*** GRAND TOTAL ***			626133.72	
TOTAL FOR REGULAR CHECKS:			626,133.72	

SYS DATE:07/01/16

CITY OF KEWANEE
A / P W A R R A N T L I S T
Friday July 01,2016

SYS TIME:14:47

[NW1]

DATE: 07/01/16

PAGE 5

A/P MANUAL CHECK POSTING LIST

POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

PAYABLE TO REG# INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DISTR
01 HENRY COUNTY HUMANE SOCIETY	06/29/16	50470	25.00	
202 d062716	01-11-929	MEMORIAL/R PAXTON		25.00
01 PAYROLL ACCOUNT	06/27/16	50507	181516.10	
202 PR062916	01-00-243	PAYROLL/F&A		133372.83
202 PR062916	51-00-243	PAYROLL/WATER		18174.60
202 PR062916	52-00-243	PAYROLL/SEWER		4844.68
202 PR062916	54-00-243	PAYROLL/FR PK		1264.54
202 PR062916	57-00-243	PAYROLL/SANIT		12428.13
202 PR062916	58-00-243	PAYROLL/CEMET		9011.59
202 PR062916	62-00-243	PAYROLL/FLT MNT		2419.73
01 PAYROLL ACCOUNT	06/27/16	50508	16055.72	
202 PRD062916	01-11-929	PAYROLL/ACH FEES		10.00
202 PRD062916	16-00-243	PAYROLL/IMRF		8333.07
202 PRD062916	19-00-243	PAYROLL/SOC SEC		7712.65
01 U.S. POSTAL SERVICE	06/28/16	50469	4500.00	
202 D062816	51-42-551	PERMIT POSTAGE		1500.00
202 D062816	52-43-551	PERMIT POSTAGE		1500.00
202 D062816	57-44-551	PERMIT POSTAGE		1500.00
74 MUTUAL OF OMAHA	06/30/16	1041	323.40	
202 000541134279	74-14-452	LIFE/AD&D INS 7/16		323.40
74 SISCO	06/24/16	1040	1013.37	
202 D062416	74-14-451	DENTAL/VISION CLAIMS		1013.37
74 SISCO	07/01/16	1042	6756.00	
203 177887	74-14-451	DENTAL/VISION ADMIN		456.00
203 177887	74-14-549	QUARTERLY BROKER FEES		6300.00
74 SISCO	07/01/16	1043	1500.88	
203 D063016	74-14-451	DENTAL/VISION CLAIMS		1500.88

** TOTAL MANUAL CHECKS REGISTERED

211690.47

SYS DATE:07/01/16

CITY OF KEWANEE
A / P W A R R A N T L I S T
Friday July 01,2016

SYS TIME:14:47

[NW1]

DATE: 07/01/16

PAGE 6

A/P MANUAL CHECK POSTING LIST

POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

PAYABLE TO REG# INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DISTR
---------------------------	--------------------------	-------------------------	--------	-------

REPORT SUMMARY

CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	626133.72	202096.82	828230.54
74	.00	9593.65	9593.65
TOTAL CASH	626133.72	211690.47	837824.19

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	92066.70	133407.83	225474.53
14	86.01	.00	86.01
16	.00	8333.07	8333.07
19	.00	7712.65	7712.65
38	1250.00	.00	1250.00
51	20645.33	19674.60	40319.93
52	29607.15	6344.68	35951.83
54	33.77	1264.54	1298.31
57	6293.04	13928.13	20221.17
58	2538.56	9011.59	11550.15
62	1308.87	2419.73	3728.60
71	227927.50	.00	227927.50
72	244376.79	.00	244376.79
74	.00	9593.65	9593.65
TOTAL DISTR	626133.72	211690.47	837824.19

COUNCIL MEETING 16-12

JUNE 27, 2016

The City Council met in Council Chambers at 7:00 PM with the Mayor calling the meeting to order and the following answering to roll call:

Andy Koehler	Council Member
Mike Yaklich	Council Member
Kellie Wallace-McKenna	Council Member
Deann Schweitzer	Council Member
Steve Looney	Mayor

News media present were as follows:

Mike Berry	Star Courier
------------	--------------

The Pledge of Allegiance was said.

Mayor Looney asked for a moment of silence for our troops still fighting overseas.

Mayor Looney explained that the next items were placed on the consent agenda and were considered to be routine in nature to be passed as a whole with one vote of the Council. Mayor Looney requested that any member of the Council or the audience wishing to have an item removed from the consent agenda for individual consideration to make the request and the item would be removed and considered following the approval of the remaining consent items. The consent agenda included minutes from the June 13, 2016 Council Meeting, payroll for the pay period ending June 11, 2016 of \$202,839.61, department head reports from Finance & Administrative Services, and Bock, Inc. The consent agenda items were approved on a motion made by Council Member Yaklich and seconded by Council Member Wallace-McKenna. Roll call showed 5 ayes, no nays. The motion passed.

Bills submitted for approval totaling \$168,292.79 were approved on a motion made by Council Member Wallace-McKenna and seconded by Council Member Schweitzer. Council Member Koehler asked about the chloride issue. City Manager Bradley reported that the work was progressing, noting that we are hoping to reduce leaks to avoid the need for the exclusion. The invoice to Brown, Hays was for a short phone call. He further verified that the pressure reducing valves had been in place, but are still being calibrated. Roll call showed 5 ayes, no nays. The motion passed.

PUBLIC HEARING

A public hearing on the Appropriations Ordinance for the municipal fiscal year from May 1, 2016 through April 30, 2017 was opened at 7:05 pm. Mayor Looney stated that it was an opportunity for the public to provide input on the appropriations ordinance as required by State Statute 65 ILCS 5/8-2-9. He invited anyone who wanted to make comments to do so. There were no such requests. He asked the Council for any comments. City Manager Bradley explained at the request of Council Member Yaklich that the appropriations ordinance was required by state statute. The appropriations

ordinance allows us to expend funds should an emergency arise, but the purchasing policy limits expenditures to those that are budgeted. There is no direct correlation to taxes.

CITIZEN PARTICIPATION

Mayor Looney asked if anyone wished to speak. Constance from Braveheart gave a presentation to the Council about the service they provide to children who have been sexually or physically abused and the numbers of children from Kewanee that they serve. She also requested that the City of Kewanee consider assisting with funding of the programs offered.

Steve Faber asked when potholes would be filled. Public Works Operations Manager Johnson reported that the street department was working in quadrants for filling potholes. Mr. Faber also questioned the property across from the Shamrock that had some demolition work done, but not completed.

Jeff Daniels requested the alley between Grove & Ross Streets be vacated. City Manager Bradley explained that the city would review the area for underground utilities and other uses. If none existed, the paperwork would be prepared to vacate it. Mr. Daniels also asked about loud stereo systems and if there is anything further that can be done. Police Chief Dison explained that the Illinois Vehicle Code specified the fines for illegal amplification.

NEW BUSINESS

Minutes from the Zoning Board of Appeals for its meeting on June 22, 2016 were accepted on a motion made by Council Member Koehler and seconded by Council Member Wallace-McKenna. Council Member Yaklich noted that he had received correspondence from other neighbors regarding concerns about the building project. City Attorney Blachinsky noted that the Public Hearing conducted at the Zoning Board of Appeals was the time for testimony from the neighbors. Council Member Yaklich stated that his concern was that the work had begun prior to having final approval for the variance or the purchase of the 50 feet behind the lot. City Manager Bradley reported that the City was trying to work with a future homeowner and the discussion regarding the extra 50 feet would alleviate ground for the city to mow and maintain. The reasoning was to facilitate the housing being equal to the front of the other houses in the area, but the owner was planning to ask for a variance for the third stall of the garage. Roll call showed 5 ayes, no nays. The motion passed.

An ordinance granting a request for variance to Kurt Gustafson at 531 East Division Street was denied on a motion made by Council Member Koehler and seconded by Council Member Schweitzer. A lengthy discussion was held regarding the process and pitfalls encountered along the way. Council Member Yaklich acknowledged that the City had dialog with the owner and made arrangements with to add property to the back of the property to allow the appropriate setbacks. Mr. Kurt Gustafson addressed the Council acknowledging that mistakes had been made and he apologized for them. He also reported that the builder would not stand behind the construction if he did not receive the variance, which would mean that he would have to abandon the project. City Manager Bradley noted a common complaint from realtors regarding the small lot size. Keith Edwards, Building & Zoning Officer testified as to the process that was followed. Roll call showed 2 ayes, 3 nays, with Council Members Yaklich, Wallace-McKenna and Schweitzer casting the dissenting votes. The motion failed.

City Manager Bradley stated that any person on the prevailing side could make a motion to reconsider the ordinance if they were not sure or were wavering on their vote. Council Member Yaklich stated that he was wavering and would really like additional information. Council Member Yaklich made a motion to reconsider, which was seconded by Council Member Koehler. Roll call vote showed 3 ayes, 2 nays, with Council Members Wallace-McKenna and Schweitzer casting the dissenting votes. The motion passed.

The ordinances granting a request for variance to Kurt Gustafson at 531 E Division Street and authorizing the sale of a part of Outlot 1 in Mill Creek Subdivision immediately behind 531 E Division Street to Kurt Gustafson were tabled on a motion made by Council Member Yaklich and seconded by Council Member Koehler. Council Member Yaklich requested additional information, including aerial views of the area for the next meeting. Roll call showed 5 ayes, no nays. The motion passed.

Minutes of the Plan Commission for its meeting on June 23, 2016 were accepted on a motion made by Council Member Wallace-McKenna and seconded by Council Member Yaklich. Roll call showed 5 ayes, no nays. The motion passed.

Ordinance #3836 granting a special use permit to Anthony and Abigail Segura for property located at 200-202-204 North Chestnut Street was approved on a motion made by Council Member Wallace-McKenna and seconded by Council Member Yaklich. Council Member Koehler noted the limitation on the hours of operation. Roll call showed 5 ayes, no nays. The motion passed.

Ordinance #3837 granting a special use permit to James Liichow for property located at 200 South Boss Street for operation of a beer garden was approved on a motion made by Council Member Wallace-McKenna and seconded by Council Member Schweitzer. Roll call showed 5 ayes, no nays. The motion passed.

An ordinance granting a Special Use permit to Kim Cernovich for excavation and sale of material at parcel #20-29-300-012 (Route 81 and Union Street) was amended to change the time frame to 24 months and include a performance bond on a motion made by Council Member Wallace-McKenna and seconded by Council Member Yaklich. Council Member Koehler noted that all Council Members were in attendance of the Plan Commission meeting. He thanked the Plan Commission and the City Engineer for their work at the meeting. Council Member Yaklich noted that the neighbors did a very good job of expressing their concerns at the public meeting. Council Member Schweitzer noted her concerns with the project including that there had been no excavating within city limits for many years. City Engineer Nobel noted that he was familiar with borrow projects. City Manager Bradley advised the Council that they were able to make any amendments they felt were needed to the proposed ordinance, including a performance bond. City Engineer Nobel stated that in a borrow project there would not be concerns with the ground settling, as the ground that remains is undisturbed. He also advised that he would receive a set of plans for the project that would lay out all of the topography before and after the project. The top soil would be replaced after the excavation. Roll call showed 4 ayes, 1 nay, with Council Member Schweitzer casting the dissenting vote. The motion passed.

Ordinance #3838 granting a Special Use Permit to Kim Cernovich for excavation and slae of material at parcel #20-29-300-012 (Route 81 and Union Street) was approved as amended on a motion made by Council Member Wallace-McKenna and seconded by Council Member Yaklich. Roll call showed 4 ayes, 1 nay, with Council Member Schweitzer casting the dissenting vote. The motion passed.

Ordinance #3839 directing the sale of excess real estate at 517 Roosevelt Avenue was approved on a motion made by Council Member Yaklich and seconded by Council Member Wallace-McKenna. Council Member Yaklich thanked City Manager Bradley for the additional information. Roll call showed 5 ayes, no nays. The motion passed.

Ordinance #3840 directing the sale of excess real estate at 603 East Third Street was approved on a motion made by Council Member Wallace-McKenna and seconded by Council Member Koehler. Roll call showed 5 ayes, no nays. The motion passed.

Ordinance #3841 providing for a Stop sign on Morton Avenue at its intersection with McKinley Street was approved on a motion made by Council Member Wallace-McKenna and seconded by Council Member Schweitzer. Roll call showed 5 ayes, no nays. The motion passed.

Ordinance #3842 establishing the posted speed limit on O'Dea Street to be 15 mph was approved on a motion made by Council Member Schweitzer and seconded by Council Member Yaklich. Roll call showed 5 ayes, no nays. The motion passed.

Ordinance #3843 fixing Appropriations for the fiscal year beginning May 1, 2016 and ending April 30, 2017 was approved on a motion made by Council Member Wallace-McKenna and seconded by Council Member Yaklich. Roll call showed 5 ayes, no nays. The motion passed.

OTHER BUSINESS

Council Member Yaklich wished everyone a good 4th of July.

Council Member Wallace –McKenna expressed her sympathies to the family of Rosemary Paxton. She also wished everyone a happy and safe 4th of July, them to watch out for their pets.

Council Member Schweitzer wished everyone a happy & safe 4th.

Council Member Koehler noted that the Council had discussed the down tree in West Park at the previous meeting and the next day the tree was removed. He also commented on a property in the 600 block of Payson Street.

Mayor Looney wished everyone a happy 4th of July and thanked the public for their comments.

ANNOUNCEMENTS

The Mayor then announced public meetings regarding the Economic Development and Community Development and Neighborhood Revitalization plans would be held on June 28, 2016 at 6 PM at City Hall. City Hall offices would be closed on Monday, July 4 in observance of Independence Day. There would be no landscape waste collection that week, with no other

changed planned to the trash collection schedule. The Transfer Station would be closed on Saturday, July 2. The Transfer Station would be open for the final Saturday of the season on July 9 from 7 am to noon. Also, residents were reminded, that trash could not be set out for collection until noon the day before the scheduled collection date, at the earliest.

There being no further business, Council Member Schweitzer moved to adjourn the meeting and Council Member Yaklich seconded the motion. Roll call showed 5 ayes, no nays. The meeting adjourned at 9:11 PM.

MELINDA EDWARDS, CITY CLERK

DATE APPROVED



Kewanee PD

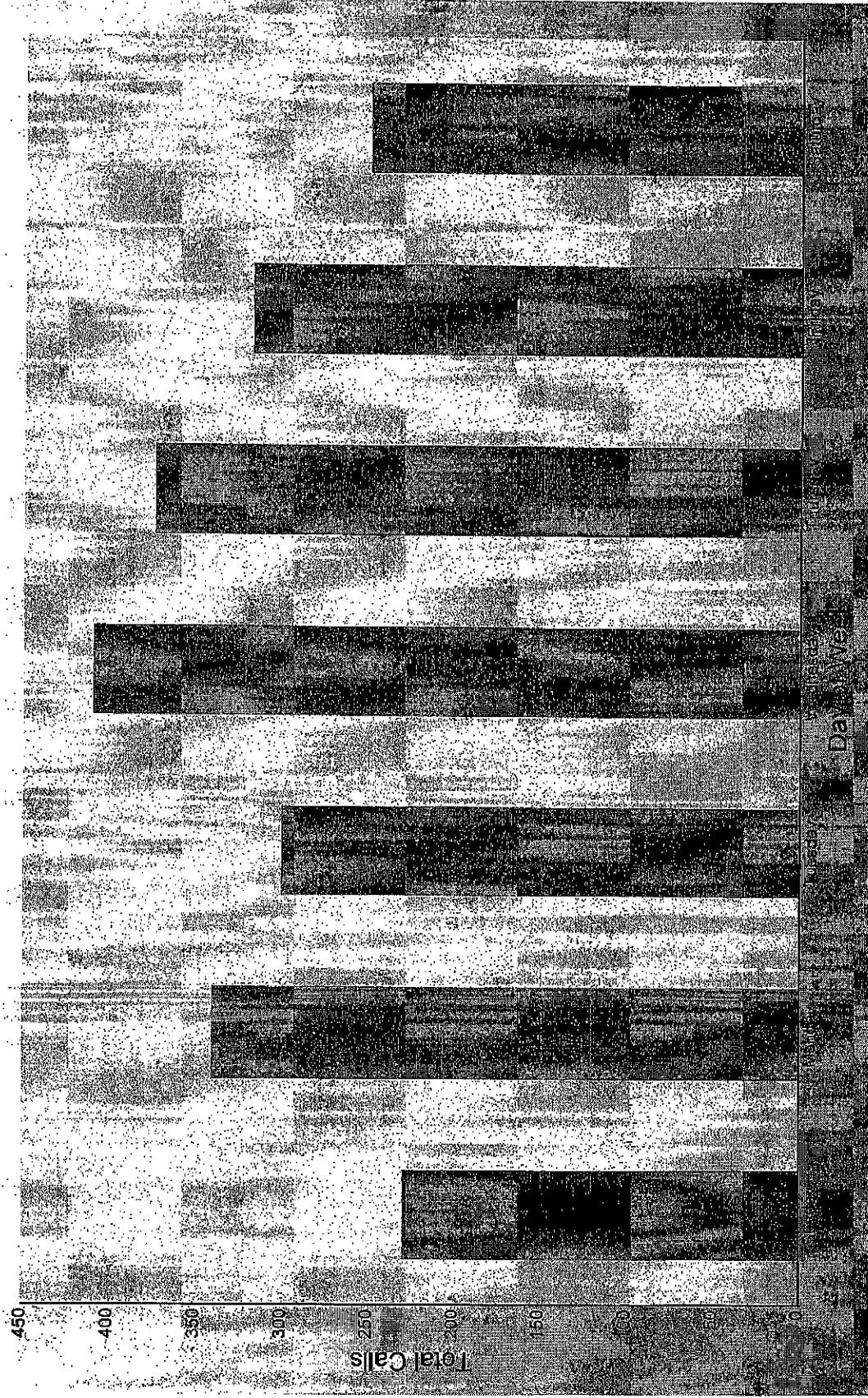
Calls For Service by Time and Day

June 2016

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
0000 - 0059 Hrs	13	4	12	13	10	10	9	71
0100 - 0159 Hrs	17	7	4	10	6	6	5	55
0200 - 0259 Hrs	8	3	2	5	5	8	8	39
0300 - 0359 Hrs	3	3	3	3	3	3	1	19
0400 - 0459 Hrs	4	2	4	6	7	3	3	29
0500 - 0559 Hrs	7	5	4	6	5	10	5	42
0600 - 0659 Hrs	7	7	4	8	5	6	4	41
0700 - 0759 Hrs	5	16	18	16	12	15	9	91
0800 - 0859 Hrs	8	17	17	20	18	13	9	102
0900 - 0959 Hrs	8	18	18	25	21	25	15	130
1000 - 1059 Hrs	13	19	17	24	18	15	18	124
1100 - 1159 Hrs	11	18	21	22	18	15	13	118
1200 - 1259 Hrs	10	17	12	18	13	15	17	102
1300 - 1359 Hrs	7	17	25	22	18	15	12	116
1400 - 1459 Hrs	11	42	26	37	29	17	10	172
1500 - 1559 Hrs	7	24	13	20	24	9	5	102
1600 - 1659 Hrs	6	31	12	26	28	16	11	130
1700 - 1759 Hrs	14	20	9	25	20	22	20	130
1800 - 1859 Hrs	6	16	17	21	20	10	11	101
1900 - 1959 Hrs	14	15	13	21	16	17	6	102
2000 - 2059 Hrs	12	13	12	18	25	15	16	111
2100 - 2159 Hrs	22	9	14	26	24	20	16	131
2200 - 2259 Hrs	10	10	14	12	21	21	17	105
2300 - 2359 Hrs	7	8	10	6	9	13	11	64
Total	230	341	301	410	375	319	251	2,227

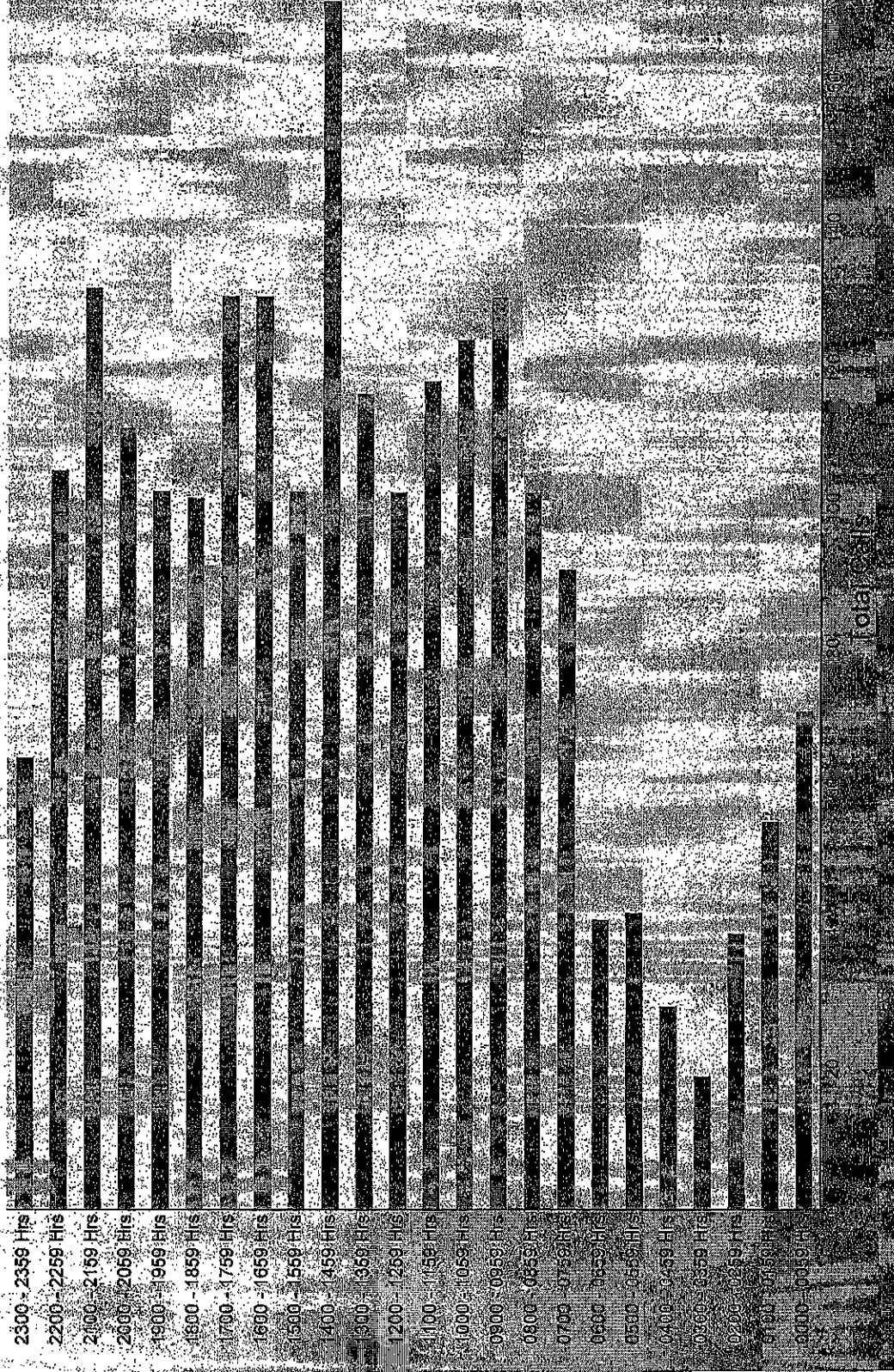
June 2016

Total Calls by Day

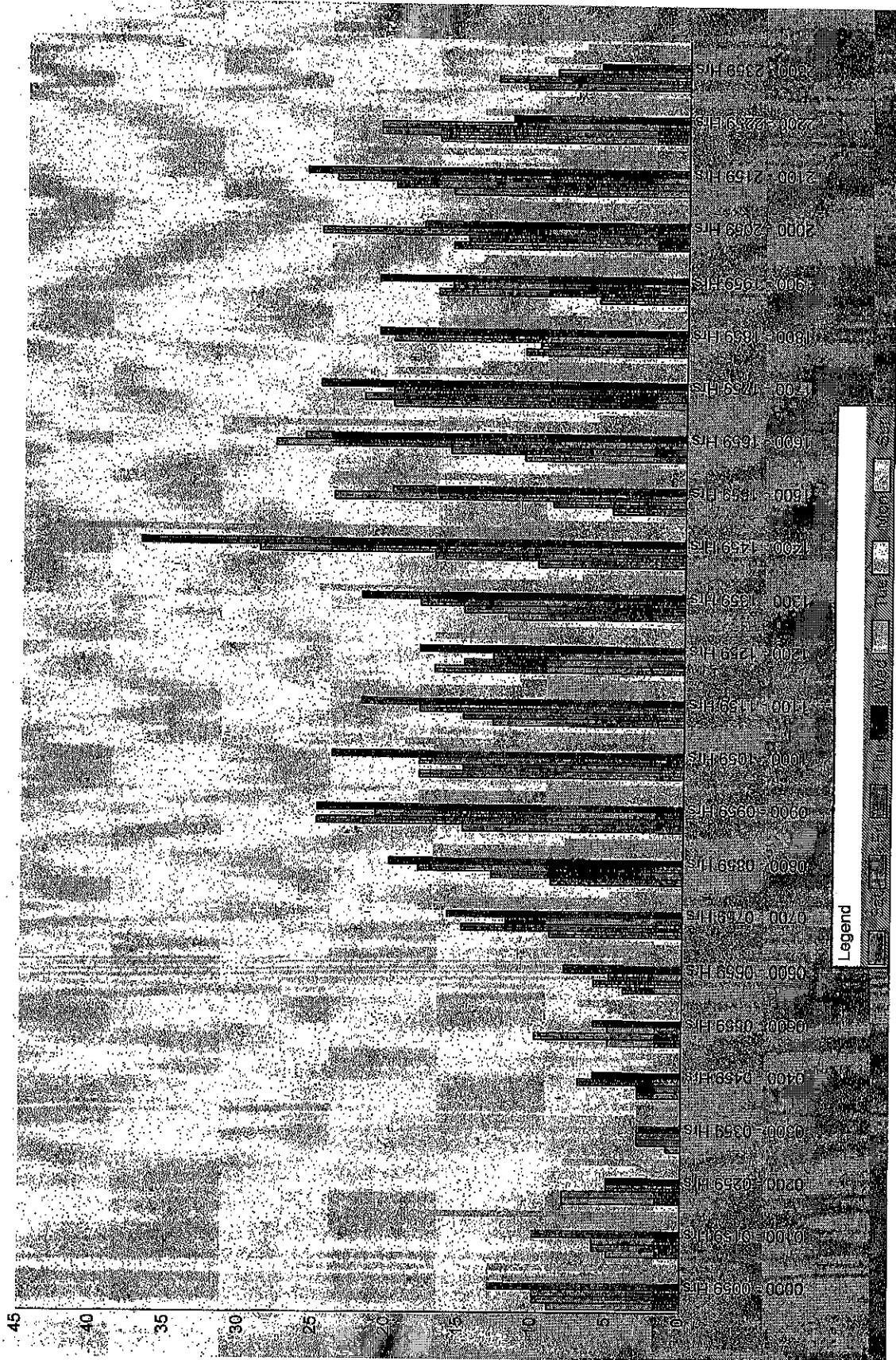


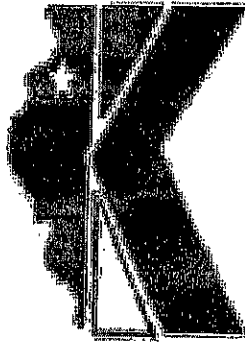
June 2016

Total Calls by Hour



June 2016 Total Calls by Hour and Day





Kewanee PD

Monthly UCR Code Report June 2016

Printed: 01-Jul-2016 05:52

<u>Code</u>	<u>Description</u>	<u>Total</u>
0260	CRIMINAL SEXUAL ASSAULT:SEXUAL ASSAULT	2
0291	CRIMINAL SEXUAL ASSAULT:ATTEMPT-SIMPLE	1
0340	ROBBERY:ATTEMPTS-STRONG ARM-NO WEAPON	2
0410	BATTERY:AGGRAVATED	2
0460	BATTERY:SIMPLE	9
0485	BATTERY:AGGRAVATED BATTERY OF A CHILD	1
0486	BATTERY:DOMESTIC BATTERY	8
0560	ASSAULT:SIMPLE	1
0610	BURGLARY:FORCIBLE ENTRY	1
0625	BURGLARY:RESIDENTIAL (FORCIBLE ENTRY)	1
0630	BURGLARY:ATTEMPTS-FORCIBLE ENTRY	3
0650	BURGLARY:HOME INVASION	1
0710	THEFT FROM MOTOR VEHICLE	1
0810	THEFT:OVER \$300	3
0815	THEFT UNDER \$500	4
0820	THEFT:UNDER \$300	19
0825	THEFT OVER \$500	1
0860	THEFT:RETAIL THEFT	10
0910	MOTOR VEHICLE THEFTS:AUTOS AND PARTS	1
1110	DECEPTION:DECEPTIVE PRACTICES	1
1130	DECEPTION:FRAUD	1
1310	CRIMINAL DAMAGE TO PROPERTY	9
1320	CRIMINAL DAMAGE TO VEHICLE	6
1330	CRIMINAL TRESPASS TO LAND	5
1350	CRIMINAL TRESPASS TO STATE SUPPORTED LAND	13
1360	CRIMINAL TRESPASS TO VEHICLE	2
1365	CRIMINAL TRESPASS TO RESIDENCE	2
143B	UNLAWFUL POSSESSION - OTHER FIREARM	1
1460	NO FOID CARD	1
1730	CURFEW VIOLATION	4

<u>Code</u>	<u>Description</u>	<u>Total</u>
1740	RUN-AWAYS (JUVENILES)	7
1750	CHILD ABUSE	5
1780	NEGLECT OF CHILD	1
1811	CANNABIS CONTROL ACT:POSS 30 GRAMS OR LESS	3
1821	CANNABIS CONTROL ACT:DLVRY CANNABIS 30 GM AND LESS	1
1880	CANNABIS CONTROL ACT:OTHER	1
2040	CONTROLLED SUB.ACT:DELIV. OR POSS.W/INTENT TO DEL	1
2170	DRUG PARAPHERNALIA ACT:POSSESS DRUG EQUIPMENT	3
2220	LIQUOR CONTROL ACT VIOL:ILLEGAL POSS. BY MINOR	1
2230	LIQUOR CONTROL ACT VIOL:ILLEGAL CONSUMP. BY MINOR	2
2430	TRANS. OF ALCOHOLIC LIQUOR	1
2455	NO REGISTRATION	4
2461	OPERATE UNINSURED MOTOR VEHICLE	9
2470	NO DRIVERS LICENSE	6
2480	SUSPEND/REVOKED DRIVERS LICENSE	6
2485	DRIVER AND PASSENGER SAFETY BELTS	1
2820	DISORDERLY CONDUCT:TELEPHONE THREAT	4
2825	DISORDERLY CONDUCT:HARASSMENT BY TELEPHONE	17
2890	DISORDERLY CONDUCT:OTHER(NOT DRUNKENNESS)	5
3000	DISORDERLY CONDUCT:FIREWORKS	23
3730	INTERFER W/PUB.OFFIC:OBSTRUCTING JUSTICE	1
4387	VIOLATION OF ORDER OF PROTECTION	8
4510	PROBATION VIOLATION	1
5081	IN-STATE WARRANT	16
5083	RECOVERED PROPERTY ONLY	1
6000	ABANDONED VEHICLE	7
6019	ACCIDENT - TICKET ISSUED	5
6020	ACCIDENT - TRAFFIC - DAMAGE ONLY	24
6021	ACCIDENT - HIT AND RUN - DAMAGE	6
6022	ACCIDENT - BICYCLE - DAMAGE ONLY	1
6040	ACCIDENT - TRAFFIC - INJURY	2
6060	ALARM - BUSINESS	10
6065	ALARM - RESIDENCE	2
6100	AMBULANCE - EMERGENCY	165
6110	AMBULANCE - NON-EMERGENCY	6
6120	ANIMAL - BARKING DOG	10
6130	ANIMAL - CITATION	4
6131	ANIMAL - FAILURE TO INNOCULATE	2
6140	ANIMAL - DEAD	2
6150	ANIMAL - DOG AT LARGE	68
6151	ANIMAL - OTHER AT LARGE	16

<u>Code</u>	<u>Description</u>	<u>Total</u>
6160	ANIMAL - DOG BITE	3
6170	ANIMAL - TAKEN TO IMPOUND	22
6171	ANIMAL - RELEASE/REDEMPTION RECEIPT	7
6180	ANIMAL - LOST/FOUND	25
6190	ANIMAL - NEGLECT/ABUSE	12
6210	ANIMAL - OTHER COMPLAINT	26
6220	ANIMAL - SICK/INJURED	10
6250	ANIMAL - EUTHANIZE	10
6280	ASSIST - BUSINESS	5
6290	ASSIST - CITIZEN	33
6300	ASSIST - COURT SECURITY	6
6320	ASSIST - HCSO	12
6340	ASSIST - OTHER AGENCIES	5
6380	ASSIST - STATE POLICE	1
6390	ASSIST - TRANSIENT	1
6400	ATTEMPTED SUICIDE	1
6401	ATTEMPTED SUICIDE - CUTTING	1
6410	ATV/MINI BIKE COMPLAINT	3
6431	BICYCLE - FOUND BICYCLE	4
6490	CHECK BUSINESS	5
6500	CHECK OPEN DOOR	11
6501	CHECK OPEN WINDOW	1
6510	CHECK RESIDENCE	1
6515	CHECK CITY PARK	2
6520	CHECK WELFARE	31
6540	CITY ORDINANCE VIOLATION - OTHER	6
6555	CIVIL STAND BY	26
6560	CIVIL COMPLAINT - OTHER	42
6561	CIVIL COMPLAINT - CUSTODY VIOLATIONS	9
6571	DAMAGE TO PROPERTY - NON CRIMINAL	2
6580	COURT / ON DUTY	1
6660	DEPARTMENT TOURS	2
6670	DISPERSE GROUP	1
6690	DISTURBANCE - DOMESTIC	47
6700	DISTURBANCE - FIGHTS-RIOTS-BRAWLS	11
6705	DISTURBANCE - NEIGHBORHOOD TROUBLE	4
6715	DISTURBANCE - OTHER	8
6717	DOMESTIC STAND BY	2
6720	ESCORT BANK	30
6730	ESCORT OTHER	7

<u>Code</u>	<u>Description</u>	<u>Total</u>
6740	ESDA	1
6770	EXTRA PATROL	9
6790	FINGERPRINTING	4
6800	FIRE CALLS - OTHER	12
6803	FIRE CALLS - STRUCTURE	1
6804	FIRE CALLS - ASSIST FD	1
6806	FIRE CALLS - CARBON MONOXIDE	1
6807	FIRE CALLS - MABAS DRILL	1
6810	FOLLOW - UP	190
6821	HARASSMENT	29
6865	HOUSING AUTHORITY GUEST PASS	64
6880	ILLEGAL BURNING	23
6910	INTOXICATED PERSON	8
6940	JUVENILES - OTHER PROBLEMS	27
6980	LITTERING	1
6990	LIVESTOCK	1
7000	LOST/FOUND ARTICLES	15
7001	LOST ARTICLES	1
7010	LOUD NOISE	20
7011	LOUD/WILD PARTIES	3
7030	MEETING	1
7040	MENTAL PATIENT	43
7050	MENTAL CASE - ATTEMPTED SUICIDE / THREAT	2
7080	MISCHIEVOUS CONDUCT	6
7090	MISSING PERSON - ADULT	3
7100	MISSING PERSON - JUVENILE	3
7110	MOTORIST ASSIST - OTHER	16
7120	OBSTRUCTION OF PUBLIC RIGHT OF WAY	6
7130	OFFICIAL NOTICES - OTHER	3
7140	OFFICIAL NOTICES - VEHICLES	10
7150	OFFICIAL NOTICES - TRASH	24
7160	OFFICIAL NOTICES - WEEDS	50
7175	OTHER PUBLIC COMPLAINTS	28
7190	PAPER SERVICE - ATTEMPT	3
7200	PAPER SERVICE - CIVIL	1
7210	PAPER SERVICE - EVICTION	1
7220	PAPER SERVICE - ORDER OF PROTECTION	1
7230	PAPER SERVICE - OTHER	3
7250	PARKING COMPLAINT	11
7260	PARKING TICKET	4
7290	PICKUP - DELIVERY	9

<u>Code</u>	<u>Description</u>	<u>Total</u>
7300	LIQUOR - OPEN ALCOHOL IN PUBLIC	1
7310	PRISONER TRANSPORT	7
7330	RADAR DETAIL	1
7337	RAILROAD - CROSSING PROBLEMS	2
7350	REMOVE UNWANTED SUBJECT	8
7360	REPOSSESSION	8
7375	SCAMS - ACTUAL	4
7376	SCAMS - ATTEMPTED	22
7400	SEX OFFENDER - REGISTRATION	17
7401	SEX OFFENDER - FAILURE TO REGISTER	1
7402	SEX OFFENDER - ADDRESS VERIFICATION	2
7410	SKATEBOARDERS / ROLLERBLADES	2
7420	SMOKE REPORT - GAS SMELL	2
7421	SMOKE REPORT - OTHER	2
7440	SOLICITATION COMPLAINT	5
7450	SPECIAL ASSIGNMENT	6
7460	STREET OBSTRUCTION	1
7470	SUSPICIOUS ACTIVITY - OTHER	35
7480	SUSPICIOUS AUTO	21
7490	SUSPICIOUS NOISE	5
7500	SUSPICIOUS PERSON	19
7550	TAVERN - WALK THRU / ID CHECK	14
7560	TRAFFIC COMPLAINT	32
7590	TRAFFIC STOP	147
7600	TRAFFIC STOP - CITATION	22
7610	TRAFFIC STOP - WRITTEN WARNING	90
7640	TRASH	12
7645	TREE DOWN	1
7650	UTILITIES COMPLAINT	8
7652	UTILITIES - CONFINED SPACE ENTRY	2
7666	WARRANT - ATTEMPT	4
7670	WEEDS/GRASS/TREE/COMPLAINT	21
7680	WIRE DOWN	7
7690	911 - HANG UP	49
7700	911 - MISDIAL	7
7730	911 - WIRELESS CALL	11
7740	911 - TEST CALL	3
7760	911 - OPEN LINE	31
7780	911 - UNLAWFUL USE OF 911	9
7800	DELIVER MESSAGE	2

<u>Code</u>	<u>Description</u>	<u>Total</u>
7810	PROBATION - HOME VISIT	56
7821	ZONING CALL	17
8000	STATION INFO - INFO NOT LISTED ELSEWHERE	93
9117	IN PARK OR CEMETERY AFTER CLOSING	2
9124	SEVERE WEATHER - SPOTTERS	1
9126	SEVERE WEATHER - FLOOD	1
9308	SUICIDAL SUBJECT	10
9344	DECEASED	1

Kewanee Police Department Code Enforcement													
Nuisance Tracking Trash/Junk/Litter/Inoperable&Abandoned Vehicles													
Incident Number	Officer #	Last Name	First Name	Mid Init	House #	N SE W	St	Street Name	Address	Phone #	Date of 7-day Notice Mo Day Yr	Offense/ Nuisance	7-Day Follow-up Result
Yr													
16	009284	7460			36		Reezy's East				6 1 16	Complaint from the management of an abandoned vehicle at this trailer.	Advised the management that it is private property and that he, as the manager, can tow the vehicle per Reecy's policies and procedures.
16	009286	7462	Posted		221	S	Tremont	St			6 1 16	Discarded furniture by the roadway.	6/8 Complete.
16	009337	7460	Blanks	Gus	1010	W	Church	St			6 2 16	Complaint of a possible illegal drain from a garage into the storm sewer system.	Unfounded.
16	009357	7461	Moore	Martin	701	W	Fifth	St			6 2 16	Misc tools, trash and tarps in front of house and garage, fuel tank at West side of garage, Unlicensed/inoperable red Chrysler and green Ford pick-up truck, discarded furniture.	6/16 NTA
16	009360	7461	Posted		419	E	Second	St			6 2 16	Numerous bags of garbage in front and at side of house, Tarps and other misc trash in front of shed.	6/9 Complete.
16	009401	7460	Posted		409	S	Washington	St			6 3 16	Large pile of shingles with other trash and debris, tree limbs and landscape waste.	6/10 Complete.
16	009404	7460	Posted		815		Harrison	St			6 3 16	Motorhome parked upon the city grass alleyway behind the house.	6/7 Completed.
16	009428	7461	Buckley		1000		Lake	St			6 3 16	Brush pile at the west side of property.	6/9 No change. No answer. 6/15 Tagged for city pick-up.
16	009435	7461	Posted		1225		Roseview	Ave			6 3 16	Unlicensed/inoperable: Black Ford F-150 IL 1348610. Black truck in back yard. Other misc items in back yard and by house. Entire property in need of general clean-up efforts.	6/9 Property looks worse. No answer. 6/15 Progress made. 6/21 Progress made. 6/29 Progress made.
16	009471	7461	Posted		712	E	Ninth	St			6 4 16	Misc trash and landscape waste behind the garage. Strong odor of possible garbage accumulation coming from inside the garage.	6/16 Spoke to resident. Time granted until 6/30 to get the garage cleaned out. 6/30 Complete.
16	009618	7460	Corral	Angel	811		Franklin	St			6 6 16	Open garbage in front of house. Pile of landscape waste in backyard. Tall weeds around house and back yard. Additional garbage in back yard.	6/13 Warning. 6/20 Progress made.

Page 2 of 4

Keweenaw Police Department Code Enforcement													
Nuisance Tracking Trash/Junk/Litter/Inoperable&Abandoned Vehicles													
Incident Number	Officer #	Last Name	First Name	Mid Init	House #	N S E W	St	Street Name	Sumx (St, Ave, Blvd)	Phone #	Date of 7-day Notice Mo Day Yr	Offense/ Nuisance	7-Day Follow-up Result
Yr													
16 010224	7461	Posted			202	E	Prospect	St			6 15	Complaint of tall weeds and a burn pile too close to a house.	
												Misc trash along East side of house, 4 bags of trash and 3 mattresses and weeds behind house. Entire property in need of clean-up efforts.	
16 010255	7461	Smith	Kim		318	E	Prospect	St			6 15	Trash on city right of way	6/23 Progress made. 6/30 Complete.
16 010423	7461	Posted			529		Franklin	St			6 17	Trash on city right of way and sidewalk.	6/22 Spoke to the owner on the phone. 6/23 Cleaned-up. Met with Eugene Costin to discuss the progress being made on the property.
16 010600	7460	Costin			301	W	Sixth	St			6 20	Open Zoning Case.	N/A
16 010722	7461	Posted			604		Commercial	St			6 21	Trash on city right of way and scrap wood by porch.	N/A
												Complaint of a large accumulation of trash by the back door creating an odor nuisance.	N/A
16 010724	7461	Posted			817		Pine	St			6 21	Trash on city right of way	6/30 Complete.
16 010760	7462	Posted			605	E	Second	St			6 22	and next to the house.	6/29 No progress, no answer at the door. 6/30 Posted notice of requested response.
16 010781	7462	Posted			920	N	Elm	St			6 22	Two televisions placed on the city right of way.	
												Complaint of two trees in the city right of way blocking the view from neighboring properties when trying to back out of their driveways.	
16 010782	7460	Posted			605	S	Tremont	St			6 22	Discarded television, couch and other misc loose trash	6/29 Trees cut down and removed.
16 010835	7460	Girkin	Mary		801	N	Chestnut	St			6 23	Discarded television, couch and other misc loose trash	N/A
16 010850	7461	Graf	Phillip		312	W	Division	St			6 23	Discarded couch in front yard.	N/A
												Litter in yard, throw rugs on front porch, moldy straw bales by West side of house, open/falling foundation wall, open shed full of junk and debris, discarded junk and misc behind shed and house, open/unsecure windows.	N/A
16 010952	7460	Posted			509	E	Eighth	St			6 24	Unlicensed/inoperable Ford	6/30 Complete.
16 011174	7462	Posted			318	E	Prospect	St			6 27	Trash being stored by the roadside sooner than noon the day prior to scheduled collection.	
16 011235	7460	Durkin	Tina		119	E	Division	St			6 28	Excess garbage by roadside that must be re-packaged for city collection.	6/29 Complete.
													N/A
16 011236	7461	Posted			921	N	Walnut	St			6 28		N/A
													No

Keweenaw Police Department Code Enforcement														
Nuisance Tracking Trash/Junk/Litter/Inoperable&Abandoned Vehicles														
Incident Number	Officer #	Last Name	First Name	Mid Init	House #	N S E W	Street Name	Subj (St, Ave, Blvd)	Phone #	Date of 7-day Notice Mo Day Yr	Offense/Nuisance	7-Day Follow-up Result	Date of NTA	NTA Result
Yr	Number													
16	011252	7461	Puskar	John			123 N Vine	St		6 28 16	Unlicensed/inoperable Chrysler IL R322343, Chevy Camaro IL PUSKAR7. Both on blocks.			
											Raw sewage flowing from underneath the trailer on to private and public property. Both the resident and the manager of Reedy's issued notice.			
16	011306	7460	Toms	Jim			903 W Sixth	St		6 29 16	Large tree down in the alley. Tree is from this private property.	6/29 Contacted IDPH		
16	011324	7461	Summy	John			1127 Rockwell	St		6 29 16	Unlicensed/inoperable Chevy truck IL 1779926, Chevy truck IL 1577694.			
16	011335	7461	Chastlen	Tamara			305 E Eighth	St		6 29 16	other misc junk in driveway. Discarded mattress on front porch and junk pool in driveway.			
16	011418	7461	Posted				1015 Rose	St		6 30 16				

Kewanee Police Department Code Enforcement

Animal Nuisance Tracking

Incident Number	Officer #	Last Name	First Name	Mid Init	House Number	N S E W	Street Name	Suffix (St, Ave, Blvd)	Phone Number	Date Of Incident Mo Day Yr	Offense/ Nuisance	Result	Date of NTA	NTA Result	Subject has case file in CSO office Yes/No	Pictures on file Yes/No	Additional Follow-up Needed Yes/No
16 008237	7460				1095		Cambridge	Rd		6 1 16	Complaint of two loose pitbulls in the area.	Unable to locate.	N/A	N/A	No	No	No
16 008249	7460				444	S	Main	St		6 1 16	Report of several baby ducks in the parking lot.	Advised the citizens on the parking lot to leave them alone as per DNR instructions.	N/A	N/A	No	No	No
16 008280	7462	Fragoso	Maria		1013		Cambridge	Rd		6 1 16	Fragoso was bit by a small black loose dog in her driveway.	Unknown owner or location of the dog. Unable to locate the dog. Report on file.	N/A	N/A	Yes	No	Yes
16 008292	7462					E	Third St & N Lakeview	Ave		6 1 16	Report of a loose yordie.	Unable to locate.	N/A	N/A	No	No	No
16 008287	7462	Buss	Jeremy		112	S	Lakeview	Ave		6 1 16	Complaint of a dog locked inside a car at Menard's.	NTA	7/8/2016	N/A	Yes	No	Yes
16 008336	7460				1716	E	Fifth	St		6 2 16	Car temp 108. Trap no longer in use.	Trap picked-up. They found an owner upon my arrival.	N/A	N/A	No	No	No
16 008338	7460				101	N	Main	St		6 2 16	Stray cat confined.	Report of two loose dogs in the area.	N/A	N/A	No	No	No
16 008351	7460				100	E	Seventh	St		6 2 16	A neighbor signed a complaint against Fann for allowing her dog to run in the area.	Unable to locate.	N/A	N/A	No	No	No
16 008406	7460	Fann	Maria		139		Edwards	St		6 3 16	Complaint against Fann for allowing her dog to run in the area.	NTA	6/17/2016	N/A	No	No	Yes
16 008421	7461				425	E	Mill	St		6 3 16	Needs trap re-set.	Done.	N/A	N/A	No	No	Yes
16 008435	7461				1225		Roseview	Ave		6 3 16	Complaint of a dog in a kennel that is not clean and no water.	Posted notice of requested response. 6/8 Dog inside house.	N/A	N/A	No	No	Yes
16 008482	7461						New	St		6 4 16	Complaint of a loose pony.	Caught and confined by the owner in county.	N/A	N/A	No	No	No
16 008487	7461				327		Helmer	St		6 4 16	Complaint of a loose puppy.	Confined by the owner.	N/A	N/A	No	No	No
16 008492	7461				16		Reezy's East			6 4 16	Having problems with an unknown animal nuisance.	Trap released.	N/A	N/A	No	No	Yes
16 008513	7461				1010		Western	Ave		6 5 16	Having problems with an unknown animal nuisance.	Trap released.	N/A	N/A	No	No	Yes
16 008684	7462				112	S	Walnut	St		6 6 16	Report of an injured squirrel in the yard.	Captured and euthanized.	N/A	N/A	No	No	No
16 008673	7462				16		Reezy's East			6 6 16	Needs trap re-set.	Done.	N/A	N/A	No	No	Yes
16 008694	7460				600	N	Adams	St		6 7 16	Complaint of a loose german shepherd.	Unable to locate.	N/A	N/A	No	No	No
16 008696	7460				310		Rice	St		6 7 16	Complaint of a loose german shepherd.	Confined prior to arrival. Warning.	N/A	N/A	No	No	No
16 008700	7460				623		Rockwell	St		6 7 16	Complaint of possible animal neglect of a small dog at this address.	Posted notice of requested response.	N/A	N/A	No	No	Yes
16 008704	7460				1300		Rockwell	St		6 7 16	Trap no longer in use.	Trap picked-up.	N/A	N/A	No	No	No
16 008705	7460						Fairview			6 7 16	Report of a loose pitbull.	Unable to locate.	N/A	N/A	No	No	No
16 008724	7462				216	N	Boss	St		6 7 16	Report of a loose yellow lab.	Returned to the owner at 333 N Boss St.	N/A	N/A	No	No	No
16 008711	7462				16		Reezy's East			6 7 16	Needs trap re-set.	Done.	N/A	N/A	No	No	Yes
16 008761	7460				718	E	Fourth	St		6 8 16	Having problems with an unknown animal nuisance.	Trap released.	N/A	N/A	No	No	Yes

Keweenaw Police Department Code Enforcement

Animal Nuisance Tracking

Incident Number	Officer #	Last Name	First Name	Mid Init	House Number	N S E W	Street Name	Suffix (St, Ave, Blvd)	Phone Number	Date Of Incident Mo Day Yr	Offense/Nuisance	Result	Date of NTA	NTA Result	Subject has case file in CSO office Yes/No	Pictures on file Yes/No	Additional Follow-up Needed Yes/No
16 009763	7460				522	E Ninth		St		6 8 16	Mother cat with four kittens confined.	Placed in the City Pound.	N/A	N/A	No	No	No
16 009772	7460			36			Reezy's East			8 8 16	Complaint of a dog inside an empty trailer.	Neighbor is caring for the dog at this time. Posted notice of requested response. 8/10 Animal has been removed by the owner.	N/A	N/A	No	No	No
16 009776	7460			1018			Rockwell	St		6 8 16	Complaint of cats from this address being allowed to run loose.	No complaint to be signed at this time. Advised resident of the complaint and the city code.	N/A	N/A	No	No	No
16 009857	7461			415		N West		St		6 9 16	Report of a loose dog in the area.	Confined by the owner.	N/A	N/A	No	No	No
16 009904	7460			322		S Walnut		St		6 10 16	Complaint of a dog from this address being allowed to run loose.	No complaint to be signed at this time. Posted notice advising the resident of the complaint and the city code.	N/A	N/A	No	No	No
16 009974	7462	Ince	Autumn	509		E Eighth		St		6 11 16	A dog owned by Ince was loose and bit a mail carrier.	NTA	7/8/2016		Yes	No	Yes
16 009992	7462	Bryner	Diana	526		Franklin		St		6 11 16	Complaint of a dog at this address that charged after another dog.	NTA	7/8/2016		Yes	No	Yes
16 009984	7462			400		Midland		Dr		6 11 16	Having problems with an unknown animal	Trap released.	N/A	N/A	No	No	Yes
16 010040	7462			427		Rockwell		St		6 12 16	Having problems with an unknown animal	Trap released.	N/A	N/A	No	No	Yes
16 010087	7460			400		Midland		Dr		6 13 16	Trap no longer in use.	Trap picked-up.	N/A	N/A	No	No	No
16 010097	7460			427		Rockwell		St		6 13 16	Trap no longer in use.	Trap picked-up.	N/A	N/A	No	No	No
16 010116	7460			200		Maple		Ave		6 13 16	Complaint of a dog outside with no water.	Corrected by the owner.	N/A	N/A	No	No	No
16 010181	7461					E Second & Commercial		St		6 14 16	Report of a baby hawk.	Brought to KPD as per DNR.	N/A	N/A	No	No	No
16 010184	7461			718		E Fourth		St		6 14 16	Complaint of an opossum in the house.	Unable to locate.	N/A	N/A	No	No	No
16 010268	7461			330		Southwind				6 15 16	Complaint of a dog outside with no water or shelter and tangle in it's lead.	Notice of the violations posted. 8/16 Corrected.	N/A	N/A	No	No	No
16 010278	7461			400		Beach		St So		6 15 16	Complaint of a snapping turtle in the area.	Unable to locate.	N/A	N/A	No	No	No
16 010338	7461			425		E Mill		St		6 16 16	Trap no longer in use.	Trap picked-up.	N/A	N/A	No	No	No
16 010345	7461			500		N East		St		6 16 16	Report of two loose bassett hounds.	Confined by the owner.	N/A	N/A	No	No	No
16 010420	7461			216		S Park		St		6 17 16	Complaint of a loose dog in the area.	Unable to locate.	N/A	N/A	No	No	No
16 010478	7461	City	Pound			Townsendge				6 18 16	Subject brought a loose dog to the City Pound.	Placed in the City Pound.	N/A	N/A	No	No	No
16 010487	7461			500		Willard		St		6 18 16	Complaint of barking dogs in the area.	Unable to locate.	N/A	N/A	No	No	No

<i>Kewanee Police Department Code Enforcement</i>				
<i>Animal Nuisance Tracking</i>				

Animal Nuisance Tracking																			
Incident Number Yr Number	Officer #	Last Name	First Name	Mid Init	House Number	N S E W	Street Name	Suffix (St,Ave, Blvd)	Phone Number	Date Of Incident Mo Day Yr	Offense/ Nuisance	Result	Date of NTA	NTA Result	Subject has case file in CSO office		Pictures on file		Additional Follow-up Needed Yes/No
															Yes/No	No	Yes/No	No	
16 010534	7461				600	E	Second	St		6 19 16	Complaint of a dead opossum in the roadway.	Disposed of property.	N/A	N/A		No	No	No	No
16 010603	7460				6		Southwind			6 20 16	Complaint of a dog from this address being allowed to run loose.	No complaint to be signed at this time. Advised resident of the complaint and the city code.	N/A	N/A		No	No	No	No
16 010606	7460				527	S	Tremont	St		6 20 16	Complaint of a dog from this address being allowed to run loose.	No complaint to be signed at this time. Advised resident of the complaint and the city code.	N/A	N/A		No	No	No	No
16 010596	7462				901		Willow	St		6 20 16	Having problems with an unknown animal nuisance.	Trap released.	N/A	N/A		No	No	Yes	Yes
16 010622	7462	Vinson	Karl		6		Southwind			6 20 16	Another complaint of a dog from this address running loose.	NTA	7/8/2016			Yes	No	Yes	Yes
16 010723	7461				S		Grove St & W Central	Bld		6 21 16	Report of a loose dog in the area.	Confined by the owner.	N/A	N/A		No	No	No	No
16 010731	7461				512		Williams	St		6 21 16	Stray cat confined.	Placed in the City Pound.	N/A	N/A		No	No	No	No
16 010764	7460				E		First & Walnut	St		6 22 16	Complaint of a loose white pitbull.	Unable to locate.	N/A	N/A		No	No	No	No
16 010765	7460				112	N	Walnut	St		6 22 16	Complaint of a loose white pitbull.	Captured and placed in the City Pound.	N/A	N/A		No	No	No	No
16 010786	7460				401	E	Third	St		6 22 16	Subject brought a loose dog to KPD.	Placed in the City Pound.	N/A	N/A		No	No	No	No
16 010832	7460				306	E	Prospect	St		6 23 16	Two loose dogs in the yard at this address.	Confined by the owner at this address. Owner advised.	N/A	N/A		No	No	No	No
16 010840	7460				217	S	Tremont	St		6 23 16	Complaint of a fox in the garage.	Unable to capture.	N/A	N/A		No	No	No	No
15 010852	7461				135		Houle	Ave		6 23 16	A German Shepherd from this address that was not properly tethered and got loose.	Incident happened earlier in the month. Report filed.	N/A	N/A		No	No	Yes	Yes
16 010855	7461				509	E	Eighth	St		6 23 16	Complaint of a dog outside with no food or water.	Dog taken inside. Resident advised.	N/A	N/A		No	No	No	No
16 010864	7461				515	W	Prospect	St		6 23 16	Report of a loose bulldog.	Unable to locate.	N/A	N/A		No	No	No	No
16 010929	7460				206	W	Fourth	St		6 24 16	Complaint of a raccoon in the building.	Captured and euthanized.	N/A	N/A		No	No	No	No
16 010952	7460				509	E	Eighth	St		6 24 16	Complaint of neglect of two dogs at this residence.	Posted Notice Of Requested Response.	N/A	N/A		No	No	Yes	Yes
16 010962	7462				718	E	Fourth	St		6 24 16	Trap no longer in use.	Trap picked-up.	N/A	N/A		No	No	No	No
16 010963	7462				141		Southwind			6 24 16	Trap no longer in use.	Trap picked-up.	N/A	N/A		No	No	No	No
16 010965	7462				125	W	South	St		6 24 16	Complaint of a dog locked inside a car at Menard's.	Gone on arrival.	N/A	N/A		No	No	No	No
16 010971	7462				329		Rice	St		6 24 16	Trap no longer in use.	Trap picked-up.	N/A	N/A		No	No	No	No
16 011019	7462				1222	E	Tenth	St		6 25 16	Report of a loose German Shepherd.	Captured and placed in the City Pound.	N/A	N/A		No	No	No	No
16 011093	7462				700	S	Chestnut	St		6 26 16	Report of a loose white and tan pitbull mix.	Unable to locate.	N/A	N/A		No	No	No	No
16 011096	7462				449	E	Church	St		6 26 16	Report of an injured squirrel in the yard.	Captured and euthanized.	N/A	N/A		No	No	No	No

Keweenaw Police Department Code Enforcement

Animal Nuisance Tracking

Incident Number Yr Number	Officer #	Last Name	First Name	Mid Number	House Number	J N S E W	Street Name	Suffix (St, Ave, Blvd)	Phone Number	Date Of Incident Mo Day Yr	Offense/ Nuisance	Result	Date of NTA	NTA Result	Subject has case file in CSO office	Pictures on file	Additional Follow-up Needed
															Yes/No	Yes/No	Yes/No
16 011097	7462				125		Houle	Ave		6 26 16	Report of a loose brown dog outside with no food or water.	Owner confined it prior to arrival.	N/A	N/A	No	No	No
16 011135	7460				811		Franklin	St		6 26 16	Complaint of a dog having problems with an unknown animal.	Dog was inside upon arrival.	N/A	N/A	No	No	No
16 011180	7462				734		Madison	Ave		6 27 16	Nuisance.	Trap released.	N/A	N/A	No	No	Yes
16 011226	7460					W	College St & Beach	St So		6 28 16	Report of a dog that was hit by a car.	Transported the dog to Keweenaw Vet Clinic.	N/A	N/A	No	No	No
16 011245	7461	Bryner	Diana		525		Franklin	St		6 28 16	Complaint of a loose pitbull chasing a child.	NTA	7/15/2016		Yes	No	Yes
16 011250	7461					W	Garfield & Tenney	St		6 28 16	Complaint of a loose dog in the area.	Confined by the owner.	N/A	N/A	No	No	No
16 011255	7461				416	N	East	St		6 28 16	Stray cat confined.	Placed in the City Pound.	N/A	N/A	No	No	No
16 011258	7461				540		Rockwell	St		6 28 16	Report of a loose dog in the area.	Unable to locate.	N/A	N/A	No	No	No
16 011259	7461				734		Madison	Ave		6 28 16	Requested help setting the trap.	Done.	N/A	N/A	No	No	Yes
16 011300	7460				200		Willard	St		6 29 16	Report of two loose dogs in the area.	Unable to locate.	N/A	N/A	No	No	No
16 011313	7460				509	E	Eighth Lake #215	St		6 29 16	Report of a loose dog at this address.	Was inside the house upon arrival.	N/A	N/A	No	No	No
16 011322	7460				1850		Prospect	St		6 29 16	Stray cat confined.	Placed in the City Pound.	N/A	N/A	No	No	No
16 011323	7460				700	E	Prospect	St		6 29 16	Report of a loose dog in the area.	Unable to locate.	N/A	N/A	No	No	No
16 011319	7461				825		Wilson	St		6 29 16	Having problems with an unknown animal.	Trap released.	N/A	N/A	No	No	Yes
16 011329	7461					W	Prospect & S West	St		6 29 16	Report of a loose chihuahua.	Returned to the owner at 1013 W Prospect St	N/A	N/A	No	No	No
16 011337	7461				200		Maple	Ave		6 29 16	Report of a loose dog in the area.	Captured and placed in the City Pound.	N/A	N/A	No	No	No
16 011338	7461				427	E	Eighth	St		6 29 16	Complaint of a stray cat in the yard.	Gone on arrival.	N/A	N/A	No	No	No
16 011343	7461				900	N	Elm	St		6 29 16	Complaint of horses defecating in the street.	Unable to locate.	N/A	N/A	No	No	No
16 011399	7460					S	Tremont St & W Central	Bld		6 30 16	Complaint of an injured fox in the road.	Unable to locate.	N/A	N/A	No	No	No
16 011423	7461				427	E	Eighth	St		6 30 16	Complaint of a stray cat in the yard.	Gone on arrival.	N/A	N/A	No	No	No
16 011430	7461				1000		Western	Ave		6 30 16	Complaint of a loose german shepherd.	Returned to the owner.	N/A	N/A	No	No	No

Kewanee Police Department Code Enforcement

Trap Activity																						
Incident Number	Yr	Officer #	House Number	.N S E W	Street Name	Suffix (St,Ave, Blvd)	Phone Number	Date Of Incident			Contents Of Trap	Euthanized, Placed in Pound, etc...	Comments									
								Mo	Day	Yr												
16 009239	16	7460	1032		Rockwell	St		6	1	16	Raccoon	Euthanized										
16 009396	16	7460	928	N	Grace	Ave		6	3	16	Stray Cat	Placed in Pound										
16 009699	16	7460	1032		Rockwell	St		6	7	16	Raccoon	Euthanized										
16 009752	16	7460	329		Rice	St		6	8	16	Ground Hog	Euthanized										
16 009829	16	7461	16		Reezy's East			6	9	16	Ground Hog	Euthanized										
16 009835	16	7461	217	S	Tremont	St		6	9	16	Raccoon	Euthanized										
16 009859	16	7461	135		Southwind			6	9	16	Stray Cat	Placed in Pound										
16 009889	16	7460	16		Reezy's East			6	10	16	Ground Hog	Euthanized										
16 009894	16	7460	917		Pine	St		6	10	16	Stray Cat	Placed in Pound										
16 009965	16	7462	427		Rockwell	St		6	11	16	Stray Cat	Placed in Pound										
16 010040	16	7462	427		Rockwell	St		6	12	16	Stray Cat	Placed in Pound										
16 010087	16	7460	400		Midland	Dr		6	13	16	Raccoon	Euthanized										
16 010097	16	7460	427		Rockwell	St		6	13	16	2 x Stray Cat	Placed in Pound										
16 010106	16	7460	427		Rockwell	St		6	13	16	Stray Cat	Placed in Pound										
16 010753	16	7460	1011	N	Elm	St		6	22	16	Stray Cat	Placed in Pound										
16 010778	16	7460	135		Southwind			6	22	16	Stray Cat	Placed in Pound										
16 010928	16	7460	901		Willow	St		6	24	16	Stray Cat	Placed in Pound										
16 010932	16	7460	210	E	Prospect	St		6	24	16	Stray Cat	Placed in Pound										

Keweenaw Police Department Code Enforcement

Weed Notice Tracking

Incident Number	Yr	Weed Notice Number	Officer #	Last Name	First Name	Mid Init	House Number	N S E W	Street Name	Suffix (St, Ave, Blvd)	Phone Number	Date of Weed Notice			Follow-Up Date			Follow-up Result	Handed In For Mowing Yes/No
												Mo	Day	Yr	Mo	Day	Yr		
16 009273	16	147	7462	Rumbold	Tyler		333		Willard	St		6	1	16	6	6	16	Mowed	No
16 009274	16	148	7462	VanStaden	Sandra		339		Fifth	Ave		6	1	16	6	6	16	Mowed	No
16 009275	16	149	7462	Whitcher	Adam		918		Zang	Ave		6	1	16	6	6	16	Not Mowed	Yes
16 009276	16	150	7462	Cox	Marjorie		1100	W	Prospect	St		6	1	16	6	6	16	Mowed	No
16 009277	16	151	7462	Spets	Sophie		629		Odea	St		6	1	16	6	6	16	Not Mowed	Yes
16 009278	16	152	7462	Ensley	Mathew		511	W	Fifth	St		6	1	16	6	6	16	Not Mowed	Yes
16 009279	16	153	7462	Vanwaus	Shad		720		Cambridge	Rd		6	1	16	6	6	16	Mowed	No
16 009643	16	154	7462	Peed	Trina		1216		Lake	St		6	6	16	6	12	16	Mowed	No
16 009645	16	155	7462	Britt	Darrell		109	W	Prospect	St		6	6	16	6	12	16	Mowed	No
16 009646	16	156	7462	Scott	Jerry		1221		Lake	St		6	6	16	6	12	16	Line Trimming Need	Yes
16 009647	16	157	7462	Randall	Reece		606		Eleventh	St		6	6	16	6	12	16	Not Mowed	Yes
16 009648	16	158	7462	Johnson	Lynn		620	E	Eleventh	St		6	6	16	6	12	16	Mowed	No
16 009649	16	159	7462	Smith	Ned		1315	W	Prospect	St		6	6	16	6	12	16	Mowed	No
16 009650	16	160	7462	Roumbos	Sophia		718	E	Fourth	St		6	6	16	6	12	16	Mowed	No
16 009651	16	162	7462	Rios	Jose		508	N	Grace	Ave		6	6	16	6	12	16	Mowed	No
16 009652	16	163	7462	Schwigen	David		510	N	Grace	Ave		6	6	16	6	12	16	Not Mowed	Yes
16 009653	16	164	7462	Marinez	Heriberto		513	N	Grace	Ave		6	6	16	6	12	16	Not Mowed	Yes
16 009654	16	165	7462	Osmani	Dzell		908		See	St		6	6	16	6	12	16	Mowed	No
16 009658	16	161	7462	Bryner	Bryner		700	N	East	St		6	6	16	6	12	16	Mowed	No
16 009712	16	166	7462	Riggs	Timothy		621		Florence	St		6	7	16	6	12	16	Mowed	No
16 009714	16	167	7462	Sunquist	David		625	E	Second	St		6	7	16	6	12	16	Line Trimming Need	Yes
16 009715	16	168	7462	Martin	Bros LLC		1514	W	Division	St		6	7	16	6	12	16	Line Trimming Need	Yes
16 009716	16	169	7462	Chayer	Martin		1320	W	Division	St		6	7	16	6	12	16	Mowed	No
16 009718	16	170	7462	Morales	Lucia		1330	W	Division	St		6	7	16	6	12	16	Mowed	No
16 009719	16	171	7462	Anderson	Eve		449	W	Division	St		6	7	16	6	12	16	Mowed	No
16 009720	16	172	7462	Corral	Noel		525	W	Fourth	St		6	7	16	6	12	16	Mowed	No
16 009721	16	173	7462	Feucht	Earl		305	N	Grove	St		6	7	16	6	12	16	Not Mowed	Yes
16 010119	16	174	7462	Zoom Photo	Grafix LLC		249	W	Division	St		6	13	16	6	19	16	Not Mowed	Yes
16 010120	16	175	7462	Hillier	Perry		219		Payson	St		6	13	16	6	19	16	Not Mowed	Yes
16 010121	16	176	7462	Lefman	John		150	W	Garfield	St		6	13	16	6	19	16	Mowed	No
16 010122	16	177	7462	Daniels	Thomas		226		Dwight	St		6	13	16	6	19	16	Mowed	No
16 010659	16	178	7460	Hagerman	Larry		1130		Western	Ave		6	21	16	6	26	16	Line Trimming Need	Yes
16 010670	16	179	7460	Siamantouras	Gus		442		Hollis	St		6	21	16	6	26	16	Not Mowed	Yes
16 010671	16	180	7460	Schaefer	Paula		407	W	Fifth	St		6	21	16	6	26	16	Mowed	No
16 010672	16	181	7460	Sanchez	Maria		224	N	Boss	St		6	21	16	6	26	16	Mowed	No
16 010673	16	182	7460	Delathouwer	Robert		440		Pine	St		6	21	16	6	26	16	Line Trimming Need	Yes
16 010674	16	183	7460	Cecil	Leona		524	S	Chestnut	St		6	21	16	6	26	16	Not Mowed	Yes
16 010675	16	184	7460	Burlington	Avenue Build LLC		514		Commercial	St		6	21	16	6	26	16	Mowed	No
16 010677	16	185	7460	Davis	Bonnie		427		Ross	St		6	21	16	6	26	16	Mowed	No
16 011170	16	186	7462	Hoogland	Charles		701	S	Main	St		6	27	16	7	3	16		
16 011171	16	187	7462	Asst	Joseph		1205		Roseview	Ave		6	27	16	7	3	16		

Kewanee Police Department Code Enforcement

Weed Notice Tracking

Incident Number	Weed Notice Number		Officer #	Last Name	First Name	Mid Init	House Number	.N S E W.	Street Name	Suffix (St, Ave, Blvd)	Phone Number	Date of Weed Notice			Follow-Up Date			Follow-up Result	Handed In For Mowing Yes/No
	Yr	Number										Mo	Day	Yr	Mo	Day	Yr		
16 011172	16	188	7462	Philip Ast	Cabinet Shop		1205		Roseview	Ave		6	27	16	7	3	16		
16 011173	16	189	7462	Hawkins	Betsy		905	W	Church	St		6	27	16	7	3	16		
16 011174	16	190	7462	Smith	Thomas		318	E	Prospect	St		6	27	16	7	3	16		
16 011175	16	191	7462	Nimrick	Sherry		820		May	St		6	27	16	7	3	16		
16 011401	16	192	7460	Dahl	Robert		103	E	Mill	St		6	30	16	7	5	16		
16 011403	16	193	7460	Ryan	Kenneth		525	N	Main	St		6	30	16	7	5	16		
16 011404	16	194	7460	Scott	Jerry		201	W	Sixth	St		6	30	16	7	5	16		
16 011405	16	195	7460	Joslyn	Candy		601	E	Fifth	St		6	30	16	7	5	16		

Kewanee Police Department Code Enforcement																	
Tow Tag Tracking																	
Incident Number		Officer #	House Number Or Block	.N S E W.	St Ave Blvd	Date Of Incident			Time	Follow-Up Date			10--28	Reason For Tow Tag: Abandoned Vehicle		Follow-Up Result	
Yr	Number					Mo	Day	Yr		Mo	Day	Yr		Traffic Violation	Other		
16	009927	7462	219		Payson	St	6	10	16	3:10PM	6	13	16	OK 649BYQ	Abandoned.		Vehicle gone.
16	009929	7462	926	N	Tremont	St	6	10	16	4:10PM	6	13	16	N/A	Abandoned.		Vehicle gone.
16	010130	7462	1111		Rose	St	6	13	16	3:25PM	6	16	16	E938010	Abandoned.		Moved
16	010424	7461	334		Rice	St	6	17	16	9:48AM	6	20	16	S758442	Abandoned.		Moved
16	010492	7461	400	N	Lakeview	Ave	6	18	16	10:30AM	6	21	16	V623029	Abandoned.		Vehicle gone.
16	010552	7460	314		Fifth	Ave	6	20	16	7:42AM	6	23	16	1992510	Abandoned.		Vehicle gone.
16	011024	7462	107	N	Park	St	6	25	16	11:07AM	6	28	16	Z822352	Abandoned.		Vehicle gone.

Kewanee Police Department Code Enforcement													
Parking Tickets / Complaints													
Incident Number	Officer #	House Number Or Block (Location)	N S E W	St Ave Blvd	Date Of Incident			Time	10-28	Violation Description	Comments		
					Mo	Day	Yr						
16 009255	7462	815		Harrison	6	1	16	N/A	N/A	Complaint of an illegally parked vehicle.	Moved.		
16 009303	7462	100	E	Mill	6	1	16	N/A	N/A	Complaint of an illegally parked vehicle.	Moved.		
16 009332	7460	128	E	Mill	6	2	16	N/A	N/A	Left wheels to the curb.	Ticket		
16 009758	7460	623		Cambridge	6	8	16	7:26AM	R570121	Blocking city sidewalk.	Ticket		
16 009927	7462	219		Payson	6	10	16	3:10PM	OK 649BYQ	Parked on city right of way.	Ticket		
16 010422	7461	1100	W	Division	6	17	16	N/A	N/A	Complaint of an illegally parked vehicle.	Moved.		
											Was a contractor that needed to park where it was due to work that was being done.		
16 010621	7462	700	S	Chestnut	6	20	16	N/A	N/A	Complaint of an illegally parked vehicle.	Unfounded.		
16 011034	7462	123	N	Vine	6	25	16	N/A	N/A	Complaint of an illegally parked vehicle.	Unfounded.		
16 011294	7460	413	S	Elm	6	29	16	N/A	N/A	Complaint of an illegally parked vehicle.	Unfounded.		

Kewanee Police Department Code Enforcement

Illegal Burning Activity																				
Incident Number	Officer #	Last Name	First Name	Mid Init	House #	N S E W	Street Name	Suffix (St, Ave, Blvd)	Phone #	Date of Incident			Offense/Nuisance	Result	Date of	NTA Result	Subject has case file in CSO office		Pictures on file	Additional Follow-up Needed
										Mo	Day	Yr					Yes	No		
16	009287				409	W	Sixth	St		6	1	16	Complaint of illegal burning.	Extinguished.	N/A	N/A	No	No	No	No
16	009302				712	E	Fourth	St		6	1	16	Complaint of illegal burning.	Extinguished.	N/A	N/A	No	No	No	No
16	009773				735		Beach	St So		6	8	16	Complaint of illegal burning.	Burnt was outside city limits.	N/A	N/A	No	No	No	No
16	009783				101	N	Walnut	St		6	8	16	Complaint of illegal burning.	Extinguished.	N/A	N/A	No	No	No	No
16	009849				735		Beach	St So		6	9	16	Complaint of illegal burning.	Burn was outside city limits.	N/A	N/A	No	No	No	No
16	009938				1300	W	Third	St		6	10	16	Complaint of illegal burning.	Wierner roast	N/A	N/A	No	No	No	No
													Burning of construction materials	NTA	7/8/2016		Yes	No	Yes	
16	009978	Ramos	Jose		109	S	Walnut	St		6	11	16	Complaint of illegal burning.	Wierner roast	N/A	N/A	No	No	No	No
16	010974				943		Simpson	Ave		6	24	16	Complaint of illegal burning.	Extinguished.	N/A	N/A	No	No	No	No
16	011398				1608	E	Seventh	St		6	30	16	Complaint of illegal burning.	Extinguished.	N/A	N/A	No	No	No	No

Kewanee Police Department Code Enforcement													
Abandoned Bicycles													
Incident Number	Yr	Number	Officer #	House Number Or Block (Location)	.N S E W.	Street Name	St Ave Blvd	Date Of Incident			Impounded Or Returned To Owner	Bicycle Description	Comments
								Mo	Day	Yr			
16	009423		7461			See St & McMullen	Ave	6	3	16	N/A	Report of an abandoned bike.	Gone on arrival.
16	009484		7461	621		Willow	St	6	4	16	Impounded	Blue and Silver, Boys, Next, 26", 21 Speed, Mountain Bike.	
16	010035		7461	111	W	Second	St	6	12	16	Impounded	Green, Boys, 20", BMX Bike.	
16	010865		7461	107		Southwind		6	23	16	Impounded	Blue, Girls, Schwinn, 18", BMX Bike.	

Keweenaw Police Department Code Enforcement												
Miscellaneous Activity: Traffic Control, Citizen/Motorist Assist, etc...												
Incident Yr	Number	Officer #	Last Name	First Name	Mid Init	House #	N S E W	Street Name / Location	Suffix (St, Ave, Blvd)	Phone #	Date Of Incident Mo Day Yr	Incident Description
16	009254	7460				234	N	Grove	St		6 1 16	Ordinance questions.
16	009356	7461				713		May	St		6 2 16	Unfounded ordinance complaint.
16	009440	7461				1225		Roseview	Ave		6 3 16	Ordinance questions.
16	009442	7461	City	Pound				Townsendge			6 3 16	Citizen assist
16	009633	7460					E	Church St & East	St So		6 6 16	Assist other officers.
16	009635	7460				730		Tenney	St		6 7 16	Unfounded ordinance complaint.
16	009725	7462	Impound	Lot				Commercial	St		6 7 16	Citizen assist
16	009770	7460					E	First & East	St		6 8 16	Traffic control.... Funeral escort.
16	009781	7460				728		Rockwell	St		6 8 16	Wire down.... Frontier notified.
16	009845	7461				344	S	Cottage	St		6 9 16	Unfounded ordinance complaint.
16	009850	7461				3725		Hwy 34			6 9 16	Traffic control.... Two vehicle accident.
16	009903	7460				832	W	Prospect	St		6 10 16	Misc ordinance complaint.
16	009911	7460				918	N	Tremont	St		6 10 16	Citizen assist
16	009972	7462					S	Vine St & E Central	Blvd		6 11 16	Traffic control.... Funeral escort.
16	009973	7462				650		Mission	Dr		6 11 16	Unfounded ordinance complaint.
16	010109	7462				1608	E	Seventh	St		6 13 16	Unfounded ordinance complaint.
16	010183	7461				811		Franklin	St		6 14 16	Ordinance questions.
16	010186	7461				223		Payson	St		6 14 16	Ordinance questions.
16	010189	7461				1031		Rose	St		6 14 16	Ordinance questions.
16	010192	7461				926	N	Tremont	St		6 14 16	Ordinance questions.
16	010197	7461					E	Sixth & N East	St		6 14 16	Citizen assist.
16	010263	7461						Simpson	Ave		6 15 16	Wire down.... Frontier notified.
16	010336	7461				817		Pine	St		6 16 16	Unfounded ordinance complaint.
16	010349	7461					W	Prospect & S Chestnut	St		6 16 16	Traffic control.... Funeral escort.
16	010421	7461				610	W	Fifth	St		6 17 16	Unfounded ordinance complaint.
16	010430	7461				100	N	Main	St		6 17 16	Remove debris from the roadway.
16	010544	7461						Various			6 19 16	Misc detail for KPD.
16	010679	7460				506		Pine	St		6 21 16	Citizen assist
16	010727	7461				411	W	Central	Blvd		6 21 16	Citizen assist
16	010872	7461				1021		Rose	St		6 23 16	Misc ordinance complaint.
16	011023	7462						Lake & Cole	St		6 25 16	Possible water main break.... Public works notified.
16	011151	7460				400		Tenney	St		6 27 16	Assist other officers.
16	011185	7462						First & Main	St		6 27 16	Motorist assist
16	011395	7460						Main St & Central	Blvd		6 30 16	Traffic control.... Funeral escort.
16	011413	7461				100	E	Second	St		6 30 16	Motorist assist
16	011432	7461				800		Pine	St		6 30 16	Misc ordinance complaint.

Kewanee E.S.D.A.

Severe Weather Spotters Network

Keith Edwards, ESDA Director

kedwards@cityofkewanee.net

401 East Third Street, Kewanee, Illinois 61443

Telephone (309)853-1911 Extension 267

Fax (309)852-0948

June 30, 2016

To: Gary Bradley, City Manager

Cc: Chief Dison, Fire Chief Shook

From: Keith Edwards, KPD CSO/ESDA Director

Subject: June ESDA Report

June 7: Siren Tests. All tested ok.

June 14: Severe Weather Threat. Deputy Coordinator Matt Bullock handled the event in my absence. Nothing reported.

P3: WX.002: THE NATIONAL WEATHER SERVICE IN THE QUAD CITIES HAS ISSUED A

TORNADO WARNING FOR,
EAST CENTRAL HENRY COUNTY IN NORTHWESTERN ILLINOIS,
UNTIL 700 PM CDT

AT 611 PM CDT, A SEVERE THUNDERSTORM CAPABLE OF PRODUCING A
TORNADO WAS LOCATED NEAR KEWANEE, MOVING EAST AT 15 MPH.

HAZARD, TORNADO.

SOURCE, RADAR INDICATED ROTATION.

IMPACT, FLYING DEBRIS WILL BE DANGEROUS TO THOSE CAUGHT WITHOUT
SHELTER. MOBILE HOMES WILL BE DAMAGED OR DESTROYED.

DAMAGE TO ROOFS, WINDOWS, AND VEHICLES WILL OCCUR. TREE
DAMAGE IS LIKELY.

THIS DANGEROUS STORM WILL BE NEAR,
KEWANEE AROUND 625 PM CDT.
ANNAWAN AROUND 640 PM CDT.

OTHER LOCATIONS IMPACTED BY THIS TORNADIC THUNDERSTORM INCLUDE
JOHNSON-SAUK TRAIL STATE PARK AND GERMAN CORNER.

PRECAUTIONARY/PREPAREDNESS ACTIONS,

TAKE COVER NOW! MOVE TO A BASEMENT OR AN INTERIOR ROOM ON THE LOWEST
FLOOR OF A STURDY BUILDING. AVOID WINDOWS. IF YOU ARE OUTDOORS, IN
A MOBILE HOME, OR IN A VEHICLE, MOVE TO THE CLOSEST SUBSTANTIAL
SHELTER AND PROTECT YOURSELF FROM FLYING DEBRIS.

Event duration expressed in local time (Central Standard Time):

Starting: Tue 06/14/2016 06:12PM Central Standard Time

Ending: Tue 06/14/2016 07:12PM Central Standard Time

P3: WX.001:

SIGNIFICANT WEATHER ADVISORY FOR NORTHERN STARK COUNTY UNTIL 730
PM CDT,

AT 643 PM CDT, DOPPLER RADAR WAS TRACKING A STRONG THUNDERSTORM NEAR
TOULON, OR 7 MILES SOUTH OF KEWANEE, MOVING NORTHEAST AT 20 MPH.

WINDS IN EXCESS OF 40 MPH WILL BE POSSIBLE WITH THIS STORM.

LOCATIONS IMPACTED INCLUDE,

KEWANEE BUILDING PERMITS

B-16-036 20-28-451-008	6/7/2016 LT 2 BLK 4 W H LYLES 2ND ADD	821 N Burr	\$750.00	EZ-16-047
James & Tamara Yarger 821 N Burr Kewanee IL 61443 Installing a 24' round above ground pool, recessing it 30" in the ground.				
B-16-037 20-26-100-004	6/21/2016 E PT NW S OF RR, EX E10A, SEC 26 T15N R5E LANDS INCORP	2006 Kentville	\$385,500.00	EZ-16-050
Great Dane LP 222 N LaSalle, Ste 1000 Chicago IL 60601 Construction of 80' x 49.4" (3944 sq ft total) lunch room addition on the east side of the main building				
B-16-038 25-03-329-027	6/21/2016 LOT 1 TUCKERS 1ST ADD OF LT 86 ORIG TOWN OF WETHERSFIELD	403 E McClure	\$15,000.00	
Kim Ellenberger 403 E McClure Kewanee IL 61443 Installation of 20' x 40' (800 sq ft total) in ground swimming pool, using existing electrical in the garage. Fence to be installed around pool area after completion of pool installation.				
B-16-039 25-05-277-030	6/22/2016 LOTS 4 & 5 BLK 5 WEST END ADD VILLAGE OF WETHERSFIELD	1007 Dewey	\$3,000.00	EZ-16-051
Floyd Blanks 705 S Chestnut Kewanee IL 61443 Construction of a 14' x 20' (280 sq ft total) attached garage to be placed on 42" footings and attached to the west side of the existing house.				
B-16-040 25-05-277-020	6/22/2016 LTS 6 & 7 BLK 5 WEST END ADD VILLAGE OF WETHERSFIELD	1011 Dewey	\$3,000.00	EZ-16-052
Floyd Blanks 705 S Chestnut Kewanee IL 61443 Construction of a 14' x 20' (280 sq ft total) attached garage to be placed on 42" footings and attached to the east side of the existing garage.				
B-16-041 20-33-354-022	6/27/2016 LOT 12 BLK 1 ROCKWELLS SUB	506 Pine	\$1,000.00	
Brent Colwell 416 Pine Kewanee IL 61443 Construction of 8' x 10' (80 sq ft total) wooden porch at front entrance to house.				

KEWANEE PLUMBING PERMITS

P-16-046 20-33-481-020	6/7/2016 LOT 20 BLK 7 MCKINLEY PLACE ADD	600 Williams	\$821.66	
Norma Shank	600 Williams	Kewanee IL 61443	Install one new A.O. Smith 30 gallon natural gas water heater.	
P-16-047 20-33-432-001	6/14/2016 LOT 5 WINTERS SUB OF SLOANS ADD	701 Pleasant	\$761.51	
William McKee III	701 Pleasant	Kewanee IL 61443	Install one new A.O. Smith 40 gallon natural gas water heater.	
P-16-048 20-26-100-004	6/21/2016 E PT NW S OF RR, EX E10A, SEC 26 T15N R5E LANDS INCORP	2006 Kentville	\$17,600.00	EZ-16-050
Great Dane LP	222 N LaSalle, Ste 1000	Chicago IL 60601	Construction of 80' x 49.4" (3944 sq ft total) lunch room addition on the east side of the main building	
P-16-049 20-33-126-014	6/24/2016 LOT 4 PYLES SUB OF BLK 5 TENNEYS 2ND ADD	516 N Lexington	\$829.22	EZ-16-053
Wanda Woods	1608 E 7th	Kewanee IL 61443	Install one new A.O. Smith 40 gallon natural gas water heater.	
P-16-050 25-03-376-027	6/24/2016 LT 6 SKEETERS SUB E65 OF N40 OF S165 LT 134 ORIG TOWN OF WETHERSFIELD	539 Edwards	\$825.00	
Gordon Vickrey	539 Edwards	Kewanee IL 61443	Install one new A.O. Smith 40 gallon natural gas water heater.	
P-16-051 20-33-451-036	6/24/2016 W66 OF E116 OF S1/2 LOT 34 REES ADD	202 McKinley	\$943.12	EZ-16-055
Kurtis Smyth	202 McKinley	Kewanee IL 61443	Install one new A.O. Smith 40 gallon natural gas water heater.	
P-16-052 20-33-106-024	6/24/2016 S3 LT 6 & LT 7 HARRINGTONS SUB	409 N Park	\$885.69	
Ernesto Acosta	409 N Park	Kewanee IL 61443	Install one new A.O. Smith 40 gallon natural gas water heater.	

KEWANEE PLUMBING PERMITS

P-16-053	6/30/2016	611 S Main	\$2,500.00	EZ-16-056
20-33-378-053	LT 8 OF 22 W OF ST, EX S6 & LT 9 OF 22 W OF ST LITTLES SUB OF ELLIOTTS			
Mark Collins	310 NW 2nd St	Galva IL 61434		
Installation of triple basin gas and oil separator, re-pipe drain lines from floor drains above and ejector pit on lower level.				

TOULON, OSCEOLA, BRADFORD, ELMIRA AND LA FAYETTE.
PRECAUTIONARY/PREPAREDNESS ACTIONS,
TORRENTIAL RAINFALL IS ALSO OCCURRING WITH THIS STORM, AND MAY LEAD
TO LOCALIZED FLOODING. DO NOT DRIVE YOUR VEHICLE THROUGH FLOODED
ROADWAYS.
THIS STORM MAY INTENSIFY, SO BE CERTAIN TO MONITOR LOCAL RADIO
STATIONS AND AVAILABLE TELEVISION STATIONS FOR ADDITIONAL INFORMATION
AND POSSIBLE WARNINGS FROM THE NATIONAL WEATHER SERVICE.

&&

Event duration expressed in local time (Central Standard Time):

Starting: Tue 06/14/2016 06:43PM Central Standard Time

Ending: Tue 06/14/2016 07:43PM Central Standard Time

June 21: Severe Weather Threat. Conference call with the National Weather Service concerning a severe threat for today and tomorrow. Spotters on standby.

THIS HAZARDOUS WEATHER OUTLOOK IS FOR PORTIONS OF NORTH CENTRAL
ILLINOIS...NORTHWEST ILLINOIS...WEST CENTRAL ILLINOIS...EAST
CENTRAL IOWA...NORTHEAST IOWA...SOUTHEAST IOWA AND NORTHEAST
MISSOURI.

.DAY ONE...TODAY AND TONIGHT

ISOLATED THUNDERSTORMS WILL AFFECT FAR SOUTHEAST IOWA...NORTHEAST
MISSOURI AND WEST CENTRAL ILLINOIS EARLY THIS MORNING. THESE
STORMS ARE NOT EXPECTED TO BE SEVERE.

TONIGHT...SEVERE STORMS ARE POSSIBLE AND THE STORM PREDICTION
CENTER HAS A SLIGHT RISK IN PLACE FOR MOST OF EASTERN IOWA AND
WEST CENTRAL ILLINOIS. THE MAIN SEVERE WEATHER THREATS WILL BE
LARGE HAIL AND DAMAGING WINDS...ESPECIALLY WITH STORMS IN THE
EVENING HOURS. THERE WILL ALSO BE A THREAT OF HEAVY RAINFALL AND
THE POTENTIAL FOR FLASH FLOODING AS STORMS CONTINUE THROUGH THE
NIGHT ACROSS THE ENTIRE OUTLOOK AREA.

.DAYS TWO THROUGH SEVEN...WEDNESDAY THROUGH MONDAY

THUNDERSTORMS WILL LIKELY BE ONGOING WEDNESDAY MORNING ACROSS THE
AREA. SOME OF THESE STORMS COULD BE SEVERE WITH DAMAGING
WINDS...LARGE HAIL AND LOCALLY HEAVY RAINFALL ACROSS THE AREA.

LATER IN THE AFTERNOON...SUPERCCELL THUNDERSTORMS COULD
DEVELOP...ESPECIALLY IN AN AREA ALONG AND NORTH OF INTERSTATE 80.
LARGE HAIL...DAMAGING WINDS...HEAVY RAINFALL AND TORNADOES WILL
BE POSSIBLE WITH THESE STORMS. THESE STORMS WILL LIKELY GROW
UPSCALE INTO A LARGE THUNDERSTORM COMPLEX EAST OF THE MISSISSIPPI
RIVER. THE STORM PREDICTION CENTER HAS MUCH OF THE AREA IN AN
ENHANCED RISK FOR SEVERE WEATHER WITH THE EXCEPTION OF PARTS OF
STEPHENSON AND BUREAU COUNTIES WHICH ARE IN A MODERATE RISK FOR
SEVERE WEATHER.

WITH THE HIGH TEMPERATURES AND HUMIDITY ACROSS THE AREA ON
WEDNESDAY...HEAT INDICES MAY REACH THE UPPER 90S TO NEAR 104
ACROSS THE AREA.

THERE IS A CHANCE FOR SHOWERS AND THUNDERSTORMS SATURDAY NIGHT AND
SUNDAY ACROSS THE AREA. AT THIS TIME IT IS TOO SOON TO TELL IF THE
STORMS WILL BE SEVERE.

.SPOTTER INFORMATION STATEMENT...

SPOTTER ACTIVATION MAY BE NEEDED TONIGHT AND WILL LIKELY BE NEEDED
WEDNESDAY.

June 22: Severe Weather Threat. Conference call with the National Weather Service concerning a severe threat for today and tomorrow. Spotters on standby.

THIS HAZARDOUS WEATHER OUTLOOK IS FOR PORTIONS OF NORTH CENTRAL
ILLINOIS...NORTHWEST ILLINOIS...WEST CENTRAL ILLINOIS...EAST

CENTRAL IOWA...NORTHEAST IOWA...SOUTHEAST IOWA AND NORTHEAST MISSOURI.

.DAY ONE...TODAY AND TONIGHT

ANOTHER ROUND OF THUNDERSTORMS IS EXPECTED TODAY AND THERE IS A GOOD POTENTIAL FOR SEVERE WEATHER. THE STORM PREDICTION CENTER HAS PLACED A MODERATE RISK FOR SEVERE STORMS OVER NORTHERN ILLINOIS INTO FAR EASTERN IOWA AND A MARGINAL TO SLIGHT RISK OVER THE REMAINDER OF THE OUTLOOK AREA. SUPERCCELL THUNDERSTORMS WITH DAMAGING WIND...LARGE HAIL AND POSSIBLE TORNADOES ARE EXPECTED TO DEVELOP ALONG A WARM FRONT IN EASTERN IOWA AND NORTHWEST ILLINOIS THIS AFTERNOON. THESE STORMS ARE THEN EXPECTED TO TRANSITION INTO A COMPLEX OF STORMS WITH PRIMARILY A DAMAGING WIND AND LARGE HAIL THREAT INTO NORTHERN ILLINOIS TOWARD EVENING.

~~SATURATED CONDITIONS FROM HEAVY RAINFALL THAT FELL OVERNIGHT OVER~~ PORTIONS OF EASTERN IOWA AND WEST CENTRAL ILLINOIS MAY LEAD TO FLASH FLOODING WITH ANY STRONG STORMS THAT DEVELOP TODAY. RIVER FLOODING IS ALSO POSSIBLE ALONG PORTIONS OF THE CEDAR AND IOWA RIVERS AND THEIR TRIBUTARIES.

HOT AND HUMID CONDITIONS WILL DEVELOP OVER FAR NORTHEAST MISSOURI...SOUTHEAST IOWA AND WEST CENTRAL ILLINOIS. HEAT INDEX READINGS MAY REACH 100 TO NEAR 105 AND A HEAT ADVISORY IS IN EFFECT FOR THIS AREA THIS AFTERNOON.

.DAYS TWO THROUGH SEVEN...THURSDAY THROUGH TUESDAY

THERE IS A CHANCE FOR THUNDERSTORMS SATURDAY AND SUNDAY ACROSS THE AREA. IT IS TOO SOON TO DETERMINE THE POTENTIAL FOR SEVERE WEATHER.

.SPOTTER INFORMATION STATEMENT...

SPOTTER ACTIVATION WILL LIKELY BE NEEDED TODAY.

SEVERE THUNDERSTORM WARNING FOR,

HENRY COUNTY IN NORTHWESTERN ILLINOIS,

UNTIL 830 PM CDT

AT 730 PM CDT, A SEVERE THUNDERSTORM WAS LOCATED OVER ORION, OR 10 MILES WEST OF CAMBRIDGE, MOVING EAST AT 30 MPH.

HAZARD, HALF DOLLAR SIZE HAIL.

SOURCE, RADAR INDICATED.

IMPACT, DAMAGE TO VEHICLES IS EXPECTED.

LOCATIONS IMPACTED INCLUDE,

KEWANEE, CAMBRIDGE, GENESEO, GALVA, ORION, ATKINSON,

ANNAWAN, ANDOVER, WARNER, LYNN CENTER, OSCO, BISHOP HILL,

OPHIEM, KEWANEE MUNICIPAL AIRPORT, HENRY COUNTY FAIRGROUNDS,

GERMAN CORNER, ULAH, JOHNSON-SAUK TRAIL STATE PARK,

SUNNY HILL ESTATES AND SUNNY HILL.

THIS INCLUDES INTERSTATE 80 IN ILLINOIS BETWEEN MILE MARKERS 13 AND 35.

PRECAUTIONARY/PREPAREDNESS ACTIONS,

FOR YOUR PROTECTION MOVE TO AN INTERIOR ROOM ON THE LOWEST FLOOR OF A BUILDING.

&&

A TORNADO WATCH REMAINS IN EFFECT UNTIL 100 AM CDT FOR NORTHWESTERN ILLINOIS.

Event duration expressed in local time (Central Standard Time):

Starting: Wed 06/22/2016 07:30PM Central Standard Time

Ending: Wed 06/22/2016 08:30PM Central Standard Time

P3: WX.002:

THE NATIONAL WEATHER SERVICE HAS ISSUED TORNADO WATCH 286 IN EFFECT UNTIL 1 AM CDT THURSDAY FOR THE FOLLOWING AREAS

IN ILLINOIS THIS WATCH INCLUDES 9 COUNTIES

IN NORTH CENTRAL ILLINOIS

BUREAU

PUTNAM

IN NORTHWEST ILLINOIS

CARROLL

HENRY IL

JO DAVIESS

MERCER	ROCK ISLAND	STEPHENSON
WHITESIDE		
IN IOWA THIS WATCH INCLUDES 16 COUNTIES		
IN EAST CENTRAL IOWA		
BENTON	CEDAR	CLINTON
IOWA	JACKSON	JOHNSON
JONES	LINN	MUSCATINE
SCOTT		

IN NORTHEAST IOWA		
BUCHANAN	DELAWARE	DUBUQUE
IN SOUTHEAST IOWA		
KEOKUK	LOUISA	WASHINGTON

THIS INCLUDES THE CITIES OF, ALEDO, ANAMOSA, BETTENDORF,
CEDAR RAPIDS, CLINTON, CREDIT ISLAND, DAVENPORT, DUBUQUE,
FREEPORT, GALENA, GENESEO, HENNEPIN, INDEPENDENCE,
IOWA CITY, MANCHESTER, MAQUOKETA, MARENGO, MOLINE,
MOUNT CARROLL, MUSCATINE, PRINCETON, ROCK ISLAND, SIGOURNEY,
STERLING, TIPTON, VINTON, WAPELLO AND WASHINGTON.

Event duration expressed in local time (Central Standard Time):

Starting: Wed 06/22/2016 06:11PM Central Standard Time

Ending: Thu 06/23/2016 01:11AM Central Standard Time

SYS DATE:07/01/16

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 56
Friday July 01,2016

SYS TIME:14:47
[NW1]

DATE: 07/01/16

PAGE 1

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 AEP ENERGY			9296.12	
D052716CHURCH	01-11-571	CHURCH ST SIREN		.19
D052716LSF&U	52-93-571	FIRST & UNION LIFT ST		18.25
D052716LSH&T	52-93-571	HIGH & THIRD LIFT ST		7.23
D052716LSM	52-93-571	MIDLAND LIFT ST		18.25
D052716ST2	62-45-571	ST 2 ELECTRIC		.84
D062316LSS&H	52-93-571	HOLLIS & SOUTH LIFT ST		16.49
D062316PND	01-21-539	POUND ELECTRIC		24.65
D062316S&T	01-11-571	SOUTH & TENNEY TRAFFIC		22.05
D062316SWTP	51-93-571	SWTP ELECTRIC		6346.79
D062316T&C	01-11-571	TENNEY & COLLEGE SIREN		.14
D062316T&M	01-11-571	TENNEY & MCCLURE TRAFFIC		19.53
D062316W	01-11-571	WATER ELECTRIC		5.18
D062316WW5	51-93-571	WATER WELL 5 ELECTRIC		2741.13
D062816C	01-11-571	CHURCH ST SIREN		.20
D062816C&M	01-11-571	CENTRAL & MAIN TRAFFIC		7.42
D062816F&M	01-11-571	FIRST & MAIN TRAFFIC		7.87
D062816LSF&U	52-93-571	FIRST & UNION LIFT ST		17.45
D062816LSH&T	52-93-571	HIGH & THIRD ST LIFT ST		5.89
D062816LSM	52-93-571	LIFT ST MIDLAND		18.05
D062816P&M	01-11-571	PROSPECT & MAIN TRAFFIC		10.22
D062816S&M	01-11-571	SECOND & MAIN TRAFFIC		7.54
D062816ST2	62-45-571	ST 2 ELECTRIC		.76
01 ALTORFER INC			1734.00	
D2822204	51-42-593	RENT MINI EXCAVATOR		1734.00
01 ANDERSON, GRANT			83.21	
AB-1248	01-22-471	REIMB UNIFORM ALLOW		83.21
01 B & B LAWN EQUIPMENT & CYCLERY			241.68	
146325	58-36-512	FAN KIT, 2 CYCLE OIL		99.18
148952	58-36-512	OIL & FILTERS		142.50
01 CAMBRIDGE TELCOM SERVICES INC			485.00	
D070716	01-11-537	FIBER INTERNET		485.00
01 MICHAEL W BIESER			1000.00	
1437	01-21-563	CANINE TRAINING		1000.00
01 CITY OF KEWANEE - HEALTH CARE			100958.04	
HLTH-7/16	01-11-451	HEALTH INS/F&A		1725.96
HLTH-7/16	01-21-451	HEALTH INS/PD		41226.97
HLTH-7/16	01-22-451	HEALTH INS/FD		27851.42
HLTH-7/16	01-41-451	HEALTH INS/PW		7978.98
HLTH-7/16	01-52-451	HEALTH INS/PARKS		392.18
HLTH-7/16	51-42-451	HEALTH INS/WATER		9248.55
HLTH-7/16	52-43-451	HEALTH INS/SEWER		2767.65
HLTH-7/16	57-44-451	HEALTH INS/SAN		6247.94
HLTH-7/16	58-36-451	HEALTH INS/CEM		2211.12
HLTH-7/16	62-45-451	HEALTH INS/FLT MNT		1307.27
01 A&R SHARED SERVICES			506.40	

SYS DATE:07/01/16

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 56
Friday July 01,2016

SYS TIME:14:47
[NW1]

DATE: 07/01/16

PAGE 2

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
T1640407	01-21-552	LEADS LINE		506.40
01 COMCAST CABLE D061516S	51-93-552	INTERNET VPN SWTP	71.90	71.90
01 D&D OF KEWANEE INC 83875	01-22-513	REPROG ECM AMBULANCE	75.60	75.60
01 DOOLEY BROS PLUMBING D062216	52-93-512	SUMP PUMP	218.38	218.38
01 FRONTIER COMMUNICATIONS CORPOR D061916	01-41-552	LOCAL PH/PW	1463.02	209.61
D061916	54-54-552	LOCAL PH/FR PK		33.77
D061916	01-11-552	LOCAL PH/F&A		312.23
D061916	01-22-552	LOCAL PH/FD		243.23
D061916	52-93-552	LOCAL PH/WWTP		111.71
D061916	57-44-552	LOCAL PH/SAN		45.10
D061916	51-93-552	LOCAL PH/WTP		9.43
D061916	01-21-552	LOCAL PH/PD		436.66
D061916	58-36-552	LOCAL PH/CEM		61.28
01 GUSTAFSON FORD 108967	01-22-513	REPR AIR CONDITIONER	349.20	349.20
01 HENRY COUNTY HUMANE SOCIETY D062716	01-21-539	POUND CARE	1970.00	1970.00
01 HOPKINS, KELLY D062716	01-41-617	REIMB SIDEWALK REPLACEMNT	258.81	258.81
01 ILLINOIS EPA 2016-2017	52-93-542	ANNL NPDES PERMIT	17500.00	17500.00
01 JOHNSON, DEBORAH L 16-08E	01-11-562	MILEAGE/INS MEETING	211.68	60.48
16-09E	01-11-562	MILEAGE IMTA CONFERENCE		151.20
01 KEWANEE FIRE PENSION FUND 2016-1	71-14-462	1ST DIST PROP TAX	227927.50	227927.50
01 KEWANEE POLICE PENSION FUND 2016-1	72-14-462	1ST DIST PROP TAX	244376.79	244376.79
01 LAWSON PRODUCTS, INC 9304172340	51-42-612	CONCRETE SS ANCHORS	164.04	164.04
01 MABAS 39 2016	01-22-561	ANNUAL DUES	225.00	225.00
01 MISSISSIPPI VALLEY PUMP INC 11063	52-43-512.6	NEW FLYGHT PUMP/LIFT ST	8907.80	8907.80
01 MOTOROLA - STARCOM21 NETWORK 189565292015	01-22-556	ANNUAL SERVICE	240.00	240.00
01 WALLEN, PETE D063016	38-71-549	JANITOR SERVICES	1250.00	1250.00
01 OSF SAINT LUKE MEDICAL CENTER 3090306	14-11-591	ACCIDENT DRUG TEST	86.01	86.01
01 PANTHER UNIFORMS INC 18082	01-22-471	UNIFORM ALLOW/POWELL	121.85	121.85
01 PATRICK O FICKLING			4863.00	

SYS DATE:07/01/16

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 56
Friday July 01,2016

SYS TIME:14:47
[NW1]

DATE: 07/01/16

PAGE 3

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
4143	01-65-518	DOWNTOWN FLOWERS/PLANTINGS		4863.00
01 PDC LABORATORIES INC 8351785	51-93-542	WATER TESTING	247.50	247.50
01 POLICE PETTY CASH D062916	01-21-562	TRAINING MEALS	63.78	63.78
01 RAY O'HERRON COMPANY INC 1637416-IN	01-21-471	UNIFORM ALLOW/DISON	308.60	308.60
01 RIBER, BENNETT 6188054-1	01-22-471	REIMB UNIFORM ALLOW	224.42	86.32
6188054-2	01-22-471	REIMB UNIFORM ALLOW		138.10
01 UNIFORM DEN INC 89913	01-22-471	UNIFORM ALLOW/WELGAT	308.14	308.14
01 U.S. CELLULAR 142331531	01-41-552	CELLULAR SVC/PW	289.78	183.00
142331531	01-11-552	CELLULAR SVC/CM		106.78
01 UTILITY EQUIPMENT CO 10061242-001	51-93-512	FREIGHT FOR PUMP	81.99	25.99
10061658-000	51-93-512	3/4" BOLTS		56.00
01 WEMPLES SALES & SERVICE 76728	58-36-652	CHAIN SAW CHAIN	24.48	24.48
** TOTAL CHECKS TO BE ISSUED			626133.72	

SYS DATE:07/01/16

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 56
Friday July 01,2016SYS TIME:14:47
[NW1]

DATE: 07/01/16

PAGE 4

FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
GENERAL FUND			92066.70	
INSURANCE FUND			86.01	
CAPITAL MAINTENANCE/MUN. BLDG.			1250.00	
WATER FUND			20645.33	
SEWER FUND			29607.15	
FRANCIS PARK			33.77	
SANITATION			6293.04	
CEMETERY FUND			2538.56	
CENTRAL MAINTENANCE			1308.87	
FIRE PENSION FUND			227927.50	
POLICE PENSION FUND			244376.79	
*** GRAND TOTAL ***			626133.72	
TOTAL FOR REGULAR CHECKS:			626,133.72	

SYS DATE:07/01/16

CITY OF KEWANEE
A / P W A R R A N T L I S T
Friday July 01,2016

SYS TIME:14:47

[NW1]

DATE: 07/01/16

PAGE 5

A/P MANUAL CHECK POSTING LIST

POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

PAYABLE TO REG# INV NO	G/L NUMBER	CHECK DATE CHECK NO DESCRIPTION	AMOUNT	DISTR
01 HENRY COUNTY HUMANE SOCIETY	06/29/16	50470	25.00	
202 d062716	01-11-929	MEMORIAL/R PAXTON		25.00
01 PAYROLL ACCOUNT	06/27/16	50507	181516.10	
202 PR062916	01-00-243	PAYROLL/F&A		133372.83
202 PR062916	51-00-243	PAYROLL/WATER		18174.60
202 PR062916	52-00-243	PAYROLL/SEWER		4844.68
202 PR062916	54-00-243	PAYROLL/FR PK		1264.54
202 PR062916	57-00-243	PAYROLL/SANIT		12428.13
202 PR062916	58-00-243	PAYROLL/CEMET		9011.59
202 PR062916	62-00-243	PAYROLL/FLT MNT		2419.73
01 PAYROLL ACCOUNT	06/27/16	50508	16055.72	
202 PRD062916	01-11-929	PAYROLL/ACH FEES		10.00
202 PRD062916	16-00-243	PAYROLL/IMRF		8333.07
202 PRD062916	19-00-243	PAYROLL/SOC SEC		7712.65
01 U.S. POSTAL SERVICE	06/28/16	50469	4500.00	
202 D062816	51-42-551	PERMIT POSTAGE		1500.00
202 D062816	52-43-551	PERMIT POSTAGE		1500.00
202 D062816	57-44-551	PERMIT POSTAGE		1500.00
74 MUTUAL OF OMAHA	06/30/16	1041	323.40	
202 000541134279	74-14-452	LIFE/AD&D INS 7/16		323.40
74 SISCO	06/24/16	1040	1013.37	
202 D062416	74-14-451	DENTAL/VISION CLAIMS		1013.37
74 SISCO	07/01/16	1042	6756.00	
203 177887	74-14-451	DENTAL/VISION ADMIN		456.00
203 177887	74-14-549	QUARTERLY BROKER FEES		6300.00
74 SISCO	07/01/16	1043	1500.88	
203 D063016	74-14-451	DENTAL/VISION CLAIMS		1500.88
** TOTAL MANUAL CHECKS REGISTERED			211690.47	

SYS DATE:07/01/16

CITY OF KEWANEE
A / P W A R R A N T L I S T
Friday July 01,2016

SYS TIME:14:47

[NW1]

DATE: 07/01/16

PAGE 6

A/P MANUAL CHECK POSTING LIST


POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

PAYABLE TO REG# INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DISTR
---------------------------	--------------------------	-------------------------	--------	-------

REPORT SUMMARY

CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	626133.72	202096.82	828230.54
74	.00	9593.65	9593.65
TOTAL CASH	626133.72	211690.47	837824.19

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	92066.70	133407.83	225474.53
14	86.01	.00	86.01
16	.00	8333.07	8333.07
19	.00	7712.65	7712.65
38	1250.00	.00	1250.00
51	20645.33	19674.60	40319.93
52	29607.15	6344.68	35951.83
54	33.77	1264.54	1298.31
57	6293.04	13928.13	20221.17
58	2538.56	9011.59	11550.15
62	1308.87	2419.73	3728.60
71	227927.50	.00	227927.50
72	244376.79	.00	244376.79
74	.00	9593.65	9593.65
TOTAL DISTR	626133.72	211690.47	837824.19

 CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	July 11, 2016	
RESOLUTION OR ORDINANCE NUMBER	Resolution #4989	
AGENDA TITLE	Consideration of a Resolution authorizing the City Manager to execute a three-year collective bargaining agreement with International Firefighters Association Local 513	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Gary Bradley	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	Various
	Balance Available	Included in the budget process
	Budget Amendment Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Approval of the collective bargaining agreement for a three year term.	
BACKGROUND	<p>The City traditionally enters into three year agreements with the bargaining units, staggered so that a new agreement is done with one bargaining unit per year. The proposed agreement represents a significant amount of time invested by staff and the negotiating team of the bargaining unit.</p> <p>It's important to look at the final document not in terms of winning and losing, but in terms of reaching an agreement that helps to ensure our ability as an organization to work towards the fulfillment of our mission. This agreement does that.</p> <p>IAFF Local #513 voted to approve the contract on 7/5/2016.</p>	

SPECIAL NOTES	<p>It's important also to note that in order to reach the proposed agreement, the City stood by a set of principles that support the mission. Even then, it took third party mediation to bring the deal to completion.</p> <p>The next item on the agenda is in correlation with this agreement. It is the post employment health plan benefit the City has negotiated as part of the agreement.</p>
ANALYSIS	<p>A summary of the significant changes to the contract from the previous contract is below:</p> <p>Article IV Section 4.1- increases the number of Kelly Days from 2 to 4. Kelly days help to reduce overtime costs.</p> <p>Article VI Section 6.6- requires that before firemen are laid off for economic reasons, the topic be discussed at a public meeting and notice of 6 months be provided, neither of which is unreasonable or burdensome.</p> <p>Article XII Section 12.6 B- made minor adjustments to the incentive payments.</p> <p>Article XII 12.6.B.4- provides compensatory time in the amount of 24 hours per fiscal year for training conducted during off-duty time.</p> <p>Article XI Section 11.5, Article XII Section 12.9 and Article XIII Section 13.3- when taken together, amend the manner in which sick leave is compensated upon retirement and the manner in which insurance is provided to retirees and their families. Significantly limits the City's future liability for health insurance costs.</p> <p>Article XV Section 15.2- provides that the City may initiate disciplinary measures at the appropriate level based on the severity of the infraction, rather than a first offense being a verbal warning, a second offense being a written warning, etc. (some actions merit more severe consequences than others).</p> <p>Appendix C.B.4.V.- improves safety by ensuring better testing methods in urinalysis.</p> <p>Appendix B- amends compensation schedule to be more in line with the market to help with attraction of new employees and employee retention.</p>

Item A

PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends approval
REFERENCE DOCUMENTS ATTACHED	Resolution #4989

RESOLUTION NO. 4989

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A THREE YEAR COLLECTIVE BARGAINING AGREEMENT WITH INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 513, AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

WHEREAS, The City and International Association of Fire Fighters Local 513 entered into negotiations to develop a successor labor agreement to the agreement that expired April 30, 2016; and,

WHEREAS, A tentative agreement was reached between the negotiating teams for International Association of Fire Fighters Local 513 and the City in May, 2016 for a three year labor agreement that would expire on April 30, 2019; and,

WHEREAS, The membership of International Association of Fire Fighters Local 513 has ratified said tentative agreement reached between the parties at a meeting held July 5th, 2016; and,

WHEREAS, The City Council finds it to be in the best interest of the City of Kewanee and public safety to enter into the agreement with International Association of Fire Fighters Local 513, said agreement attached hereto as Attachment A.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF KEWANEE THAT:

Section 1 Attachment A to this resolution containing the labor agreement between the City of Kewanee and International Association of Fire Fighters Local 513 for the time period from May 1, 2016 through April 30, 2019, is hereby approved.

Section 2 The City Manager is hereby authorized to execute said labor agreement referenced in Section 1 above.

Section 3 This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

Adopted by the Council of the City of Kewanee, Illinois this 11th day of July 2016.

ATTEST:

Melinda Edwards, City Clerk

Steve Looney, Mayor

RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Steve Looney				
Council Member Kellie Wallace-McKenna				
Council Member Deann Schweitzer				
Council Member Andrew Koehler				
Council Member Michael Yaklich				



Contract between the
City of Kewanee
and
Kewanee Firefighters Union
Local 513

May 1, 2016 through April 30, 2019

Table of Contents

<i>Contract between the</i>	<i>1</i>
TABLE OF CONTENTS	2
ARTICLE I - PREAMBLE	4
ARTICLE II - RECOGNITION	4
ARTICLE III - UNION SECURITY	4
SECTION 3.1 MAINTENANCE OF MEMBERSHIP AND AGENCY SHOP	4
SECTION 3.2 PAYROLL DEDUCTIONS OF UNION DUES OR FAIR SHARE FEE	4
SECTION 3.3 INVOLUNTARY DEDUCTIONS	5
SECTION 3.4 OBJECTIONS ON RELIGIOUS GROUNDS	5
SECTION 3.5 OBJECTIONS ON OTHER GROUNDS	5
SECTION 3.6 INDEMNIFICATION	5
ARTICLE IV - HOURS OF DUTY	6
SECTION 4.1 PLATOON DUTY	6
SECTION 4.2 OVERTIME HOURS	6
SECTION 4.3 OVERTIME DISTRIBUTION	6
SECTION 4.4 EIGHT (8) HOUR SHIFTS	6
ARTICLE V - PREVAILING RIGHTS & MANAGEMENT RIGHTS	7
ARTICLE VI - SENIORITY RIGHTS	7
SECTION 6.1 DEFINITION	7
SECTION 6.2 PROBATION PERIOD & RESIDENCY	7
SECTION 6.3 BREAKS IN CONTINUOUS SERVICE	8
SECTION 6.4 SENIORITY LISTS	8
SECTION 6.5 VACANCIES AND PROMOTIONS	8
SECTION 6.6 LAY-OFF AND RECALL	9
ARTICLE VII - NON-DISCRIMINATION	9
SECTION 7.1 NON DISCRIMINATION	9
SECTION 7.2 GENDER	9
SECTION 7.3 DUTY TO FAIR REPRESENTATION	9
ARTICLE VIII - DUTIES, JURISDICTION, AND NO CONTRACTING OF WORK	9
SECTION 8.1 DEFINITION OF DEPARTMENTAL DUTIES	9
SECTION 8.2 JURISDICTION AND NO INFRINGEMENT	9
ARTICLE IX - GRIEVANCE PROCEDURE	10
SECTION 9.1 DEFINITION	10
SECTION 9.2 PROCEDURE, STEPS, AND TIME LIMITS	10
SECTION 9.3 ARBITRATION PROCEDURE	10
SECTION 9.4 AUTHORITY OF THE ARBITRATOR	11
SECTION 9.5 EXPENSES OF ARBITRATION	11
SECTION 9.6 PROCESSING AND TIME LIMITS	11
SECTION 9.7 PROCESSING GRIEVANCES	11
ARTICLE X - NO STRIKE AND NO LOCKOUT	12
ARTICLE XI - SAFETY, HEALTH AND WELFARE	12
SECTION 11.1 HOSPITALIZATION AND MEDICAL COVERAGE PROGRAMS	12
SECTION 11.2 DEATH BENEFIT	13
SECTION 11.3 PENSIONS	13
SECTION 11.4 JOINT OCCUPATIONAL SAFETY AND HEALTH COMMITTEE	13
Section 11.5 Post Employment Health Plan (PEHP).....	14
ARTICLE XII - WAGES AND RATES OF PAY	15
SECTION 12.1 ANNUAL SALARY SCHEDULE	15
SECTION 12.2 WORK PERIOD AND STRAIGHT TIME HOURLY RATE:	15
SECTION 12.3 OVERTIME RATE AND FLSA OVERTIME:	15
SECTION 12.4 HOLD OVER AND RECALL RATE	15
SECTION 12.5 HOLIDAY RATE	16

SECTION 12.6 EDUCATION	16
SECTION 12.7 - TRAINING AND FIRE INVESTIGATOR.....	17
SECTION 12.8 - LONGEVITY PAY	18
SECTION 12.9 SEVERANCE PAY	18
ARTICLE XIII PAID - LEAVE OF ABSENCE	19
SECTION 13.1 VACATION	19
SECTION 13.2 PERSONAL DAYS	19
SECTION 13.3 SICK AND INJURY LEAVE	20
SECTION 13.4 MILITARY LEAVE	20
SECTION 13.5 BEREAVEMENT LEAVE.....	21
SECTION 13.6 EDUCATIONAL LEAVE	21
SECTION 13.7 HOLIDAYS	22
SECTION 13.8 JURY DUTY AND COURT TIME	22
ARTICLE XIV - UNPAID LEAVE OF ABSENCES	22
SECTION 14.1 PERSONAL LEAVES	22
ARTICLE XV - GENERAL PROVISIONS	23
SECTION 15.1 UNION BULLETIN BOARDS	23
SECTION 15.2 DISCIPLINE AND DISCHARGE	23
SECTION 15.3 SHIFT EXCHANGE	24
SECTION 15.4 PROTECTIVE GEAR, CLOTHING ALLOWANCE, & PERSONAL ITEMS	24
SECTION 15.5 PERMANENT ASSIGNMENTS AND TRANSFERS	25
ARTICLE XVI - SAVINGS CLAUSE	25
ARTICLE XVII - GUARANTEE OF TERMS	25
ARTICLE XVIII DURATION AND RE-NEGOTIATIONS	25
SECTION 18.1 DURATION AND NOTICE	25
SECTION 18.2 NEGOTIATIONS	25
SECTION 18.3 IMPASSE RESOLUTION	26
SECTION 18.4 RATIFICATION AND ENACTMENT	26
ARTICLE XIX RULES AND REGULATIONS	26
ARTICLE XX LABOR MANAGEMENT CONFERENCES	26
APPENDIX A - PROCEDURE FOR PROCESSING FAIR SHARE OBJECTIONS	27
APPENDIX B - COMPENSATION SCHEDULE	28
APPENDIX C - EMPLOYEE TESTING AND FITNESS FOR DUTY	29
Side Letter Of Agreement.....	33

Article I – Preamble

This agreement is entered in by and between the City of Kewanee, an Illinois Municipal Corporation, hereinafter referred to as Employer, and the Kewanee Fire Fighters Union Local 513, of the International Association Fire Fighters AFL-CIO hereinafter referred to as the Union.

Article II – Recognition

The Employer hereby recognizes the union as the sole and exclusive bargaining representatives for all uniformed employees of the Kewanee Fire Department, excluding the Fire Chief for the purpose of collective bargaining and establishing and administering a written labor agreement covering wages, rates of pay, hours of labor, and other terms and conditions of employment. Any newly created bargaining unit positions that are not currently covered by the terms of this agreement shall be established by mutual written consent of the union and the employer.

Article III - Union Security

Section 3.1 Maintenance of Membership and Agency Shop

A. Each employee who on the effective date of this agreement is a member of the Union, and each employee who becomes a member after that date, shall as a condition of employment maintain his membership in the Union during the term of this agreement.

B. Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a proportionate share (not to exceed the amount of union dues) of the cost of the collective bargaining process contract administration and the pursuing matters affecting wages, hours, and conditions of employment. All employees hired on or after the effective date of this agreement and who have not made application for membership shall, on or after the thirtieth (30) day following their respective dates of hire also be required to pay a fair share of the cost of the collective bargaining process and contract administration. Such monthly fair share service charge shall be equivalent to the uniform monthly dues and assessments paid by a member to the union, less that portion of said dues and assessments which are or may be used for political purposes.

Section 3.2 Payroll deductions of Union Dues or Fair Share Fee

A. During the term of this agreement, the Employer agrees to make a payroll deduction monthly of union dues, fair share fee, initiation fee, and assessments, in the amount of certified to be current by the Secretary-Treasurer of the union, from the pay of those employees covered by this agreement who individually request in writing that such deductions be made. The total amount of the deductions shall be remitted to the union no later than seven (7) days after the deduction is made by the employer.

B. Authorization for such deductions shall be irrevocable unless revoked by written notice to the Employer and to the Union during the thirty (30) days prior to the expiration of the contract.

Section 3.3 Involuntary Deductions

In the event that an employee fails to voluntarily sign a check-off authorization, or if an employee who has previously signed an authorization objects to a specific deduction or assessment, the Employer shall make an involuntary deduction from the wages of the employee in the amount previously certified to the employer by the Secretary-Treasurer of the Union and forward such sums to the Union within seven (7) days of the deduction.

Section 3.4 Objections on Religious Grounds

The obligation to pay a fair share fee to the Union shall not apply to an employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment in behalf of the employee to an agreeable non-religious charitable organization mutually agreed to by the objecting employee and the Union. If the employee and the Union are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

Section 3.5 Objections on Other Grounds

Any non-member making a fair share payment may object to the amount of his fair share payments on the grounds that all or part of such payments have been expended by the Union for political activities or causes or for activities or causes making ideological issues not germane to the collective bargaining process or contract administration. Any such employees with any such objection shall process their objection in accordance with the procedure set forth in Appendix A, attached here to and made a part of this agreement.

Section 3.6 Indemnification

The Union shall indemnify and hold harmless the Employer against any and all claims, suits, or judgments brought or issued against the Employer as a result of any action taken pursuant to the check-off provision, including any costs incurred by the Employer arising from challenges to the fair share fee amount provided, that the Employer has not promoted or instigated such challenge.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this article, the Union agrees to defend such action, at its own expense and through its own counsel provided:

A. The Employer gives immediate notice of action in writing to the Union, and permits the Union intervention as a party if it so desires, and

B. The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available to both and all appellate levels.

Article IV - Hours of Duty

Section 4.1Platoon Duty

Employees covered by the terms of this agreement who work within the Fire Department shall be assigned to regular platoon duty shifts. The regular hours of duty shall be 24 consecutive hours on duty, starting at 7:00 a.m. and ending the following 7:00 a.m. The on-duty tour of duty shall be followed by 48 scheduled hours off-duty. The annual average weekly hours shall be 54.33 hours by employing the use of 4 "Kelly Days" per member throughout the fiscal year. Kelly Days shall be tradable among employees assigned to the same shift in the same manner as duty shifts are traded. Kelly Days shall be scheduled and used in accordance with requirements for use of vacation leave.

Section 4.2Overtime Hours

Employees working any hours on duty in addition to regular hours as defined in this Article, shall be considered overtime hours subject to overtime rate.

Section 4.3Overtime Distribution

When the need for overtime exists due to the lack of manpower, vacations, sickness, injury, or other unforeseen causes such overtime shall be distributed fairly and equally, to members of the bargaining unit. The Union shall establish a Departmental Overtime Assignment List. The list shall be updated every pay period. Said list shall show number of over time shifts. If a conflict should arise in the overtime schedule, the employee will notify the Chief and the Chief will make a reasonable effort to resolve the conflict. Employees have the right to trade overtime shifts as well as scheduled shifts.

Section 4.4Eight (8) Hour Shifts

Employees required to work a 40 hour per week schedule, shall be assigned to a regular 8 hour shift, Monday through Friday. The daily shift shall commence at 8:00 a.m. and end at 5:00 p.m. No 40 hour employee shall be required to work on Saturday, Sunday, or Holidays. All 40 hour employees work schedules shall provide for a 15 minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible. Further, 40 hour employees shall be granted a lunch period during each work shift and whenever possible, the lunch period shall be scheduled at the middle of each shift. When an

employee is attending an employer tuitioned training or employer mandated class, the employee will be placed on a forty (40) hour work schedule for the duration of the class or training. If less than 40 hours per week the employee will be required to return by 7:00 p.m. of that duty day at the discretion of the Fire Chief. If the employee is put on a 40 hour week any hours worked in excess of forty (40) hours will be compensated at the employee's overtime rate.

Any employee placed on a 40 hour schedule, who is required to work on a scheduled holiday, will receive 1 ½ times their appropriate hourly rate as comp time or pay at the employee's election.

Article V - Prevailing Rights & Management Rights

All rights, privileges, and benefits enjoyed by the employees at the present time which are not covered by this agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement, unless changed by mutual written consent or as provided herein.

The City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects not modified by the terms of this Agreement, and consistent with authority granted to it under the Constitution and laws of the United States of America and State of Illinois including the Illinois Public Labor Relations Act, 5 ILCS 315-4. These rights and powers include the following: to determine the mission of the City to plan, direct, control and determine all standards of services of the City and its organizational structure; to determine the City's budget and budgetary priorities; to levy taxes; to employ personnel subject to the Illinois Municipal Code, 65 ILCS 5/10.2-1-1, including the Firefighter Substitute Bill (PA 095-04990); to discipline and discharge subject to the Firemen Disciplinary Act, 50 ILCS 745; and the Illinois Public Labor Relations Act §§ 8 & 17; to promote, subject to the Illinois Municipal Code 65 ILCS 5/10-2.1-15, and the Fire Department Promotion Act; to direct the work force; to assign and transfer employees; to make and enforce reasonable rules and regulations; provided, however, that in any exercise of any of the above rights it shall not contravene any of the provisions of this Agreement or its duties under the Illinois Public Labor Relations Act, §§ 2, 7, 8, 14 & 15.

Article VI - Seniority Rights

Section 6.1 Definition

Seniority means an employee's length of continuous service with the Fire Department, since the employee's first date of hire unless otherwise covered by a provision of this agreement. If more than one (1) person is hired on the same day, they shall be placed on the seniority list according to their rank on the eligibility list, from which they were hired.

Section 6.2 Probation Period & Residency

New employees will serve a probationary period of one (1) year. Any employee may be discharged for cause during the probationary period. In such event the employee will be notified of the reasons for the discharge prior to the discharge action. A copy of the notice will be sent to

the union. Upon the request of the union, the employer will meet within ten (10) days of the discharge notice with the grievance committee of the union to discuss the reasons for the discharge.

The employee and the Union may present evidence relating to the validity of the reasons or mitigating circumstances to the employer at the meeting. The employer will then review such evidence and issue its final opinion. Employees seniority beyond the probationary period shall date back to their date of hire. Within forty-five (45) days after the expiration of the employees probationary period the employee will comply with residency if the employee is to continue employment with the City of Kewanee. An employee must live within fifteen (15) air miles of the Kewanee city limits.

Section 6.3 Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.

A. Suspension of Seniority - both employment seniority and time-in-rank seniority shall be suspended while an officer,

1. Is on lay-off status
2. Is on leave of absence without pay
3. Is absent without leave
4. Is on disciplinary suspension in excess of 30 consecutive days
5. Is on disability.

B. Termination of Seniority - both employment seniority and time-in-rank seniority-as well as the employment relationship shall be terminated when an officer

1. Resigns
2. Retires
3. Is dismissed

Section 6.4 Seniority Lists

Every May 1st, the Union shall provide the employer, who shall post on all bulletin boards, a seniority list showing continuous service of each employee. A copy of the seniority list shall be maintained by the union.

Section 6.5 Vacancies and Promotions

Vacancies within the Kewanee Fire Department created as a result of death, resignation, retirement or discharge for just cause, shall be filled within thirty (30) days of the last day the employee actually worked on duty or was discharged. Promotions which are required to fill vacancies shall be made from an established list resulting from written examinations given to the classification immediately below the vacancy. All promotions shall be made from the next lower rank or position.

Section 6.6 Lay-off and Recall

In the event it becomes necessary to lay-off employees for bona fide economic reasons, employees shall be laid-off in the inverse order of their seniority. Employees shall be recalled from lay-off according to their seniority. No new employees shall be hired until all employees on lay-off status desiring to return to work have been recalled and hired. At such time that a lay-off becomes necessary, and after being discussed in open forum, the employer shall give affected employees 6 months notice of effective lay-off date.

Article VII - Non-Discrimination

Section 7.1 Non Discrimination

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the employer, the responsibility for applying this provision of the agreement.

Section 7.2 Gender

All references to employees in this agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

Section 7.3 Duty to Fair Representation

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Article VIII - Duties, Jurisdiction, and No contracting of Work

Section 8.1 Definition of Departmental Duties

The members of Kewanee Firefighters Local 513 shall only be required to perform those duties related to and in direct support of: Fire Suppression, Prevention, and Extinguishment and other duties normally recognized as being necessary to the operation of a municipal fire service, also those of Emergency Medical Services now provided by the Kewanee Fire Department, and public safety demonstrations or instructions related to the fire service.

Section 8.2 Jurisdiction and No Infringement

No employee shall be required to perform the work or duties (a) of any other city employee or (b) within the work jurisdiction of any AFL-CIO trade union.

Article IX - Grievance Procedure

Section 9.1 Definition

Any grievance or dispute which may arise between the parties, including the application, meaning, or interpretation of this agreement, shall be settled in the following manner:

Section 9.2 Procedure, Steps, and Time Limits

The Grievance Committee of the Union shall present all grievances pertaining to Kewanee Fire Department in the following sequence. Recognizing that grievances should be raised and settled promptly, a grievance must be submitted in writing to the Fire Chief within fourteen (14) days after the employee knows or, through the use of reasonable diligence, should have know of the occurrence of the event giving rise to the grievance.

Step I- Fire Captain Whenever possible a grievance should be resolved through informal, cooperative discussion at the shift level, as soon as possible. If the Fire Captain cannot resolve the grievance within five (5) business days of its submission the grievance will proceed to Step II.

Step II- Fire Chief The Fire Chief shall investigate the matter and hold a grievance meeting among the principals involved. Based upon the findings of his investigation. The Chief shall within five (5) business days submit a written response to the committee on his findings. If not satisfied with the results of Step II, the grievance committee may within five (5) business days of receipt of the Chief's response, submit the grievance to Step III.

Step III- City Manager The City Manager shall investigate the matter and hold a grievance meeting within ten (10) business days. Based upon his findings he shall within ten (10) business days submit a written response to the committee. If not satisfied with the results of Step III, the grievance committee may within ten (10) business days of receipt of the City Managers response, submit the grievance to Step IV.

Step IV- Mayor The Mayor shall appoint a committee including himself and any or all of the City Council to review the grievance and all pertinent correspondence to date and hold a grievance meeting with the committee within ten (10) business days of receipt of the grievance. If no settlement is reached, the Mayor shall give the grievance committee a written response within ten (10) business days following their meeting.

Step V – Arbitration If the grievance remains unresolved within 15 business days after the reply of the Mayor is due either party may, by written notice to the other party invoke arbitration.

Section 9.3 Arbitration Procedure

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within (7) business days after notice has been given. If the parties fail to

agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of Illinois Both the Employer and the Union shall have the right to strike (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of the selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearings.

Section 9.4 Authority of the Arbitrator

The parties agree that the grievance arbitration hearings held pursuant to this procedure shall be expedited on all issues except for matters of discharge and suspension. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement. The arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit in writing his decision to the Employer and to the Union within thirty (30) days following the close of the hearing unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrators interpretation of the meaning or application of the terms of this agreement to the fact of the grievance presented. Subject to the arbitrators compliance with provisions of this section, the decision of the arbitrator shall be final and binding.

Section 9.5 Expenses of Arbitration

The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensation of its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

Section 9.6 Processing and Time Limits

Grievances may be investigated and processed during working hours by the grievance committee, provided such activities do not interfere with their normal operations of the Fire Department. The time limits set forth in this article may be extended by mutual written consent of both parties.

The terms business days means days of the week. Monday through Friday excluding Saturdays, Sundays, and Holidays.

Section 9.7 Processing Grievances

Employees selected by the Union to act as Union representatives shall be known as the Grievance Committee. The names of the Grievance Committee selected will represent employees

of Local 513 Fire Fighters Union at each step of the grievance procedure shall be certified in writing to the employer by the Union.

Any Union representative, whose participation, in grievance meetings held pursuant to the provisions of this article, if necessary, shall be released from work without loss of pay to attend meetings. Grievance meetings shall be scheduled in a manner that does not interfere with City operations

Article X - No Strike and No Lockout

The employer shall institute no lockout of employees during the term of this agreement as a result of a dispute with the Union arising out of the terms of this agreement.

No strikes of any kind and no slowdown, picketing, or other concerted interference with, or interruption of service shall be caused, sanctioned, instigated, condoned, supported, or participated in by the Union or any employee during the term of this agreement.

Article XI - Safety, Health and Welfare

Section 11.1 Hospitalization and Medical Coverage Programs

The City of Kewanee shall pay the full hospitalization premium for full-time Union employees and their families, for Plan B coverage, including life insurance, dental and vision insurance. Full-time Union employees shall contribute to the City of Kewanee the dollar amounts shown in the table below for health insurance premiums. Said payments shall be made by withholding the appropriate prorated amount from each paycheck rendered to the employee.

	<u>Effective 5/1/2016</u>	<u>Effective 5/1/2017</u>	<u>Effective 5/1/2018</u>
Family	\$215 per month OR 17% of monthly Premium cost, Whichever is less	\$215 per month OR 17% of monthly Premium cost, Whichever is less	\$215 per month OR 17% of monthly Premium cost, Whichever is less
Single	\$110 per month or 17% Of monthly premium Cost, whichever is less	\$110 per month or 17% Of monthly premium Cost, whichever is less	\$110 per month or 17% Of monthly premium Cost, whichever is less

Two (2) members of the department shall be allowed to sit in on all insurance changes made between the City of Kewanee and the insurance company.

Section 11.2 Death Benefit

The Employer agrees to provide, at no cost to the employees, a death benefit equal to a specified dollar amount of twenty thousand (\$20,000) dollars to be paid to beneficiaries of an employee, at the time of death.

Section 11.3 Pensions

For the term of this agreement, the employer agrees to maintain its obligation to the Firefighters' Pension Fund as required by Illinois Compiled Statutes, 40 ILCS 5/4. The City shall pay 50% per month for group health insurance for retired members until said member reaches the age of 65 or becomes eligible for Medicare, with the retiree paying the other 50%. Such coverage shall include spouses and eligible dependants.

If the retiree should die prior to becoming eligible for Medicare/Medicaid, then group health insurance coverage will continue for the surviving spouse and other possible dependants, with the remaining spouse and eligible dependants paying 50% of their monthly group health insurance costs and the City paying the other 50%. Such coverage shall remain in place at least until the retirees spouse is eligible for Medicare/Medicaid.

Section 11.4 Joint Occupational Safety and Health Committee

It is the desire of the Employer and the Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate, as much as possible, accidents, death, injuries, and illness in the Fire Service.

Protective devices, wearing apparel and other equipment necessary to properly protect firefighters shall be provided by the employer at no cost to the employees and shall conform to applicable fire service standards. These devices, apparel and equipment shall be inspected by the Joint Occupational Health and Safety Committee on a quarterly basis to ensure proper operation and/or replacement.

The Union shall each appoint two (2) members to serve on the committee with the Fire Chief. These three members shall comprise the JOSH committee. The committee that meets shall:

- 1) Review and discuss any and all matters pertaining to the safety of employees while on duty, including health and safety policies and health and safety incident reports.
- 2) Develop a comprehensive physical fitness program for all departmental employees.
- 3) Make recommendations to the City concerning facilities, apparatus, protective equipment, protective clothing, procedures, accident prevention, or other safety matters.
- 4) Encourage employees to develop, suggest, and identify possible safety issues.

5) Promote programs which further the objective of a healthier and safer work environment.

6) Process and resolve, to the extent possible, employee safety complaints which have not yet become formal grievances.

In the event a safety complaint is filed with the Joint Safety Committee, the Fire Chief or his designee will meet with the Joint Safety Committee within five (5) working days of the receipt of the safety complaint to work on a means to resolve the complaint.

Records shall be kept of all job related accidents, injuries, and illnesses which shall be maintained by the Fire Department. Copies of all such records and reports, including all reports which may be required by the state or federal governments, shall be made available upon request to the safety committee members.

Safety committee members, if on duty, will be granted time-off with pay when meeting jointly with the employer and for any inspection or investigation of safety and health problems in the Fire Department. If off duty Safety Committee member will attend safety meetings without pay.

The Employer shall not restrict the safety committee members from any fire department facility when investigating health or safety conditions.

Records shall be kept of all job related accidents, injuries, and illnesses which shall be maintained by the Fire Department. Copies of all such records and reports, including all reports which may be required by the state or federal governments, shall be made available upon request to the safety committee members.

All disputes arising under this article and not resolved by the committee shall be considered proper subject for adjustment under the grievance procedure of this agreement.

Section 11.5 Post Employment Health Plan (PEHP)

Effective May 1, 2016, the City agrees to participate in the Post Employment Health Plan (PEHP) for collectively bargained public employees in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this agreement as "Appendix D". The parties hereto designate Nationwide to act as administrator and LaSalle National Bank to act as trustee for the plan, or it's successors appointed in accordance with the Plan and Trust documents. The city shall contribute to the Plan on behalf of the eligible employees covered by this agreement the following monies:

A. A lump sum payment in the amount of \$20,000.00 divided in equal payments over three (3) years from the effective date of this agreement. If the eligible employee retires prior to April 30, 2019, then the remainder of the \$20,000.00 total shall be contributed no later than 90 days from the date of notification of the eligible employee's intent to retire. Eligible employees shall consist of employees hired prior to May 1, 2010.

B. Severance pay in the amount of 100% of any unused sick or injury leave, up to 2,240 hours as provided by Article XII, Section 12.9.

Article XII - Wages and Rates of Pay

Section 12.1 Annual Salary Schedule

The annual salaries of the members of the bargaining unit shall be paid pursuant to the negotiated salary attached hereto and made a part of this agreement and identified as "Appendix B."

Section 12.2 Work Period and Straight Time Hourly Rate:

A. Normal hours of work shall be as defined in Section 4.1 Platoon Duty of this contract. The "work period" for purposes of the Fair Labor Standards Act, 29 USC §207(k) shall be twenty-eight (28) consecutive days. Employees covered by this Agreement shall be assigned to work periods and regular duty shifts. The normal shift rotation for shift personnel is twenty-four (24) consecutive hours on duty, starting at 0700 hours and ending the next day at 0700 hours, immediately followed by forty-eight (48) scheduled hours off duty.

B. The regular and basic hourly rate of pay shall be determined and computed by dividing the employee's annual salary including longevity and certification pay by the scheduled annual hours of duty to which the employee is assigned. For 24 hour shift employees the annual hours are 2825, and for eight (8) hour employees the annual hours are 2080.

Section 12.3 Overtime Rate and FLSA Overtime:

A. Except as otherwise provided for in this Agreement, all hours worked in any 28 day work period will be paid at the employee's regular hourly rate unless the employee works in excess of 212 hours in a work period. Hours of actual work time in excess of 212 hours in a 28-day work period shall be compensated at a rate of one and one-half (1 ½) times the employee's regular rate.

Actual work time shall not include any uncompensated period of time, or time which is compensated under the leaves of absence portion of this Agreement, including sick and injury leave, vacation, personal days, and bereavement leave. Overtime is also not applicable to those person on duty trades or shift transfers, unless otherwise required by the FLSA.

B. Regularly scheduled hours worked by 24 hour shift employees in excess of 212 hours in a 28 day work period shall be additionally compensated at the rate of one-half (1/2) times the employee's regular hourly rate, to be paid on the pay period most closely following the cycles end.

Section 12.4 Hold Over and Recall Rate

A. Hold Over. Employees held over by the Chief, his designee or authorized representative of the employer beyond their normal quitting time shall receive a minimum of one (1) hour pay at the rate of one and one-half (1.5) times the employees hourly rate of pay. For any

subsequent hours or fractions thereof that an employee is held over, the employee will receive pay at a rate of one and one-half (1.5) times the employees hourly rate of pay.

B. Recall Rate. Employees recalled at the request of the Fire Chief, his designee, or authorized representative of the employer shall receive a minimum of two (2) hours of pay at a rate of one and one-half (1.5) times the employees hourly rate of pay. If the City institutes a pager call out system, employees may respond on a voluntary basis. Staffing levels will be maintained as per past practice.

C. Out of Rank Pay. When an employee works out of their rank the employee will be paid for the rank they work unless that rank pay is lower than their own rank pay then the employee shall be paid the higher pay of the two. This includes regular time and/or overtime.

Section 12.5 Holiday Rate

A. All officers and members of said Fire Department shall receive thirteen (13) paid holidays each and every year. These holidays will be paid to all members of the bargaining unit on the first paycheck following the holiday at the member's hourly rate of pay for twelve (12) hours. In addition employees on duty for that Holiday will receive a bonus for that day as specified in Appendix B, provided a minimum of twelve (12) hours is worked. The Holiday bonus will be paid to the employee who works on the actual holiday, even if the actual holiday falls on a Saturday or Sunday.

B. In the event the employee takes any paid leave of absence and does not work twelve (12) hours of that holiday, the employee hired for that day shall be entitled to that holiday bonus.

C. Only one (1) employee per position on shift for the holiday worked will be entitled to holiday bonus as per appendix B.

Section 12.6 Education

A. The employer agrees to reimburse all cost of tuition and books to any bargaining unit member attending any local college or university. The reimbursement applies to all courses required for an Associate or Bachelor Degree in the Fire Service and or related fields up to \$750 a year. Reimbursement will be made upon proof of passing grade. Prior approval for reimbursement eligibility must be obtained from the Chief.

B. Incentives

The employer agrees to pay incentive pay to employees who have attained certain fire service related State Fire Marshal certifications. Such incentive pay shall be added to and increase the employees current annual salary in accordance with the following schedule:

CERTIFICATION LEVEL	PER MONTH
EMT-B	\$35.00
EMT-I	\$80.00
PARAMEDIC	\$150.00
BASIC OPERATIONS (FF II)	\$30.00
ADVANCED OPERATIONS (FF III)	\$60.00
FAE	\$35.00
FIRE OFFICER (Available only to Captains & Engineers)	\$35.00
HAZ-MAT TECHNICIAN	\$35.00

The employee will be entitled to only the highest certification level that is held pertaining to Emergency medical or fire fighter certifications. In addition, incentives for FAE, FO & HT will be payable as provided in the table above.

1. Any off duty training not pertaining to the above certification levels and mandated by the City shall be compensated at time and one-half per hour of class time and cost of expenses such as transportation, lodging and meals to the employee at successful completion of training. Reimbursement will be determined by current IRS allowance for mileage for private transportation. The City may provide transportation. The Fire Chief may authorize the lodging portion of the maximum per diem rate to exceed the Federal regulations on case by case basis. Meals and incidental expenses will be approved in advance by the Fire Chief using the City's travel request form. The City's travel expense report must be filed prior to reimbursement taking place.
2. Any new training levels that are added to above educational levels shall be mutually agreed upon in writing from both parties.
3. All employees who now have above educational levels will be compensated the increases of said levels as per agreement.
4. Any off-duty training completed by the employee, up to 24 hours, not mandated by the employer, but consistent with fire and EMS training and education, and approved by the Fire Chief, shall be compensated in the form of compensatory time. Compensatory time will be accumulated at an hour per hour rate.

Section 12.7 - Training and Fire Investigator

The positions of Training Officer and Fire Investigator will be filled by members of the bargaining unit subject to the following conditions.

- A. The Fire Chief will continue to have the discretion to appoint employees to (and remove them from) the positions of Training Officer (T.O.) and Fire Investigator (F.I.), provided that such appointed employees must possess the following certification(s) or their equivalent:

1. Training Officer:
State Certification as Fire Instructor I.

2. Fire Investigator:
State Certification as Fire Investigator

B. An employee appointed to the position of T.O. or F.I. shall be for a term mutually agreed between the employee and the Fire Chief provided however, that an incumbent employee may voluntarily resign his appointment upon sixty (60) days advance written notice to the Employer.

C. Annual compensation for T.O. and F.I. shall be \$1,250.00 per year (not included in base salary). All off duty work performed attributable to T.O. or F.I. duties will be compensated at one and one half times the employees current straight time hourly rate. The initial compensation of \$1,250.00 shall be paid out in 26 equal payments per year.

Section 12.8 - Longevity Pay

The Employer agrees to pay longevity pay, which shall be added to the employee's salary. Each employee covered by the terms of this agreement shall after having been a member of said Fire Department for five (5) years, receive longevity pay at a rate as specified in Appendix B.

The amount specified in Appendix B is the amount a month for each year of service and for each and every year thereafter to a maximum of thirty (30) years.

Section 12.9 Severance Pay

Members of the bargaining unit, after completion of their probationary period, shall upon resignation, retirement, lay-off, death or discharge for cause be entitled to severance pay. Members hired prior to May 1, 2010 who retire, die, are laid-off or otherwise involuntarily separated while an active employee shall receive one-hundred (100%) percent compensation for any unused sick or injury leave up to 2,240 hours, which shall be placed in a Post Employment Health Plan (PEHP), and one hundred (100%) percent compensation for all unused vacation and compensatory time and personal days. Members hired after May 1, 2010, but prior to May 1, 2016, who retire, die, are laid-off or otherwise involuntarily separated while an active employee shall receive fifty (50%) percent compensation for any unused sick or injury leave, up to 2,240 hours, which shall be placed into a PEHP, and one hundred (100%) percent compensation for all unused vacation and compensatory time and personal days. Members hired after May 1, 2016 who retire, die, are laid-off or otherwise involuntarily separated while an active employee shall receive twenty-five (25%) percent compensation for any unused sick or injury leave, up to 2,240 hours, which shall be placed into a PEHP, and one hundred (100%) percent compensation for all

unused vacation and compensatory time and personal days. Such severance pay shall be based on the employee's hourly rate at time of separation.

Members who resign or are discharged for cause shall receive 100% of all unused vacation and compensatory time and personal days. Such severance pay shall be based on the employee's hourly rate.

Article XIII Paid - Leave of Absence

Section 13.1 Vacation

Vacation will be earned annually based on the following schedule:

Years of Service	No. of Duty Days	Max. Carry Over
1 or More	5	3
6 or More	7	4
12 or More	10	5
18 or More	12	6

Vacation will be taken at a rate of not less than one (1) duty day at a time and will be scheduled prior to the employees regularly scheduled shift. The fiscal year will constitute the period of time during which vacation will be scheduled. Seniority will determine the preference in the selection of vacation.

An employee may carry forward from one fiscal year to the next fiscal year the number of duty days of vacation shown above under the column named "Max. Carry Over" An employee may choose to cash in Carry Over Vacation days at the employee's hourly rate, said cash-in to be permitted only upon the approval of the Fire Chief and City Manager and subject to there being budgeted funds remaining to pay for said Carry Over Vacation cash-in.

It is agreed that a maximum of one (1) employee per shift can be on vacation at any given time. This shall include Kelly Days also. Probationary employees will not be allowed to take vacation until they have completed their probationary period. Probationary employees will be allowed Kelly Days off as scheduled.

Any employee who is separated from the Fire Service will be compensated in cash for all unused vacation time accumulated, per Section 12.9. In the case of death of an employee the compensation due that employee will be paid to their surviving spouse or estate.

Section 13.2 Personal Days

All members of the bargaining unit shall receive two (2) duty days of personal time, which may be used at any time each and every year of this agreement. Personal time may be used in a minimum of four (4) hour blocks; however, only one member of each shift may be on personal time at a time.

Probationary employees will begin earning personal time on a pro-rata basis during their first year of employment with 4 hours posted each month, and the remainder of the two days to be added after the completion of probation, along with the full two days for the ensuing fiscal year. Probationary employees may be allowed to use personal time with the Pre-approval of the Chief or the Captain on duty. The City has no obligation to pay severance for personal time that a probationary employee has on the books if they are separated for service during probation.

Section 13.3 Sick and Injury Leave

- A. Employees shall be allowed 2,240 hours of sick or injury leave by reason of illness or injury outside the line of duty. All members will earn 40 duty hours sick or injury leave per month until a maximum of 2,240 hours has been reached. Sick or injury leave will be deducted from employee accumulated sick or injury leave on an hour for hour basis for only the hours that the employee is absent from their duty shift.
- B. Employees who resign from the fire service in good standing with the City (for reasons other than retirement) and provide not less than 30 days notice, shall receive compensation for accumulated sick and injury leave as allowed in Article XII, Section 12.9.
- C. Employees who sustain an on-the-job illness, injury or disability shall be granted, if necessary, up to one (1) year of illness or injury leave at full pay and full accrual of benefits. While on illness or injury leave, the employees agrees to sign over or otherwise return to the Employer all lost time compensation received from Worker's Compensation Insurance. The Employer agrees to abide by provisions of Workman's compensation laws of the state, as they may apply to the members of the bargaining unit.
- D. In the event there is an unexpected illness or injury in the immediate family of an employee who is on duty or about to come on duty, the employee will be granted sufficient time (normally no more than one or two hours) outside of the fire station for the purpose of securing help to stay with the family. If the employee's presence with the family is required for an extended period of time, illness or injury leave will be granted. The illness or injury leave will be deducted from the employees accumulated sick or injury leave on an hour for hour basis for time that the employee is actually away from their duty shift.
- E. In the event an employee exhausts all of their accumulated sick or injury leave, all employees will have the option to gift up to 240 duty hours per employee to the employee. All hours gifted will be deducted from accumulated sick and injury leave of the employee gifting the leave.

Section 13.4 Military Leave

- A. An employee who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia, shall be granted leave from his or her public employment for any period actively spent in military service, including;

1. Active duty;
2. Basic training;
3. Special or advanced training, whether or not within the State, and whether or not voluntary; and
4. Annual training.

During said leaves, the employee's seniority and other benefits shall continue to accrue. During said leaves, the employee shall continue to receive his or her regular compensation as a public employee. During said leaves, if the employee's compensation for military activities is less than his or her compensation as a public employee, he or she shall receive his or her regular compensation as a public employee minus the amount of his or her base pay for military activities.

B. The City shall allow any employee who is a member of a reserve unit who attends annual or monthly trainings to utilize accrued vacation, comp and/or personal time in lieu of surrendering the military pay in order to retain military compensation associated with the annual or monthly trainings.

C. Employees may take unpaid leave for military service/training in lieu of surrendering their military compensation or using accrued leave time.

D. The employee must provide a copy of his field orders to his supervisor at least seven (7) calendar days prior to reporting for training or duty, except in the case of an emergency deployment in which the employee receives less than seven (7) days notice from the military. In the event of an emergency deployment, the employee shall notify his supervisor prior to deployment and present a copy of the orders as soon as practicable.

Section 13.5 Bereavement Leave

In the event of a death in the immediate family of an employee, the employee shall be granted two (2) duty days off with pay. The employee's immediate family is defined as spouse, parents, children, brothers or sisters (including step and half) father-in-law, mother-in-law, child-in-law, sibling-in-law, grandparents and grandchildren. In addition to the above, extensions of bereavement leave with pay, may be granted by the Fire Chief. A bereavement leave extension shall be charged against the employee's sick leave.

Section 13.6 Educational Leave

Employees may be granted paid leave of absence for educational purposes to attend conferences, seminars, briefing sessions, or other functions of similar nature that are intended to improve, maintain, or upgrade the individual's certifications skill and/or professional ability. Approval of such request for leave shall not be unreasonably withheld or denied.

Section 13.7 Holidays

The following holidays are those which shall be recognized and observed:

New Years Day	Martin Luther King B-Day	Presidents Day
Fourth of July	Labor Day	Thanksgiving
Christmas Eve	Christmas Day	Easter
Memorial Day	Veterans Day	Columbus Day
Members Birthday		

Section 13.8 Jury Duty and Court Time

A. Employees shall be granted a leave of absence with pay anytime they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation, excluding mileage, they receive while normally on shift, and their regular wages for each day of jury service. Unless their duties, in Henry County, take them past 7:00 pm the employee will return to duty.

B. The employer shall grant leave with pay to an employee for the period of time the employee is required to appear before a court, judge, justice, magistrate, or coroner as a plaintiff, defendant, or witness on City business in uniform. The employee will be compensated at the employee's overtime rate for any off duty time as per section 12.3.

Section 13.9 Compensatory Time

A. All members of the bargaining unit shall be allowed to accumulate compensatory time as described in Article XII, Section 12.B.6.4 A maximum of 24 hours may be earned in any fiscal year.

B. Compensatory time may be used in a minimum of four (4) hour blocks, with only one (1) member allowed to be on compensatory time leave at any given time. Furthermore, compensatory time cannot be used in such a way as to create overtime.

C. Any unused compensatory time shall not be allowed to "roll over" into the ensuing fiscal year, unless approved by the City. Any unused compensatory time, at the end of the fiscal year in which it was earned, shall be paid to the employee at the employee's regular hourly rate.

Article XIV - Unpaid Leave of Absences

Section 14.1 Personal Leaves

A leave of absence, without pay, for a limited time-not to exceed twelve (12) months, may be granted for any reasonable purpose at the sole discretion of the City if in the opinion of the City such leave would be mutually beneficial to the employee, the Fire Department and the City of Kewanee, and such leave may be extended or renewed for any reasonable period.

Article XV - General Provisions

Section 15.1 Union Bulletin Boards

The Employer agrees to furnish suitable space for bulletin boards in convenient locations in each work area to be used only by Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. Such bulletin boards shall not contain any political campaign literature or information related to any public election or issue.

Section 15.2 Discipline and Discharge

A. Discipline in the Fire Department shall be progressive and corrective, designed to improve behavior and not merely to punish. Disciplinary actions instituted by the Employer shall be for reasons based upon the employee's failure to fulfill his responsibilities as an employee. Where the Employer believes just cause exists to institute disciplinary action the Employer shall have the option to assess the following penalties:

Oral reprimand
Written reprimand
Suspension
Discharge

The employer, in its discretion, has the right to determine the level of disciplinary actions should be taken, based on the severity of the cause for discipline. Any disciplinary action or measure other than a reprimand, imposed upon an employee may be appealed through the grievance procedure or be submitted to review by the Board of Fire and Police Commissioners. After making such election, the employee is barred from using the other review procedure for that occurrence. Reprimands may be grieved; however, they are not subject to arbitration. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

B. The Employer agrees that employees shall be disciplined and discharged only for just cause. A copy of all suspension and discharge notices shall be provided to the employee.

C. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment, without prejudice, unless a lesser remedy is agreed upon as a grievance settlement or deemed appropriate by an arbitrator, or directed by the Fire and Police Commission.

D. Reprimands either oral or written recorded in the employees personnel files shall not be used after twelve (12) months to justify subsequent disciplinary action except for a related offense. Records of suspensions or greater will be kept after twelve (12) months.

E. The employer shall conduct disciplinary investigations when it receives complaints or has reason to believe an employee has failed to fulfill his responsibilities as an employee and

just cause for discipline exists. Employees shall be entitled to have a union representative present at all meetings with the employer that could lead to the discipline of the employee. F. Prior to taking any final disciplinary action and concluding its investigation, the Employer shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform him of the reason(s) for such contemplated disciplinary action and copies of pertinent documents. The employee shall be entitled to Union representation and shall be given the opportunity to rebut the reason(s) for such discipline.

Section 15.3 Shift Exchange

Employees shall have the right to voluntarily exchange work shifts when the change does not interfere with the normal operations of the Fire Department with prior notification to the Chief.

Section 15.4 Protective Gear, Clothing Allowance, & Personal Items

A. Initial station uniforms, as defined below, protective clothing and protective devices required of employees in the performance of their duties shall be furnished by the employer without cost to the employee.

Initial Station Uniform: 1 pair of shoes, 1 pair station trousers, 1 shirt (optional long or short sleeves), 1 badge and \$ 125.00 for the purchase of an appropriate uniform coat. In addition, the new employee's annual clothing maintenance will be pro rated by computing the daily value by the number of days left in the fiscal year.

B. In addition each employee shall receive a clothing maintenance allowance as specified in Appendix B. The amount specified in Appendix B will be allotted by quartermaster system. The Fire Chief shall be the quartermaster. The Fire Chief shall have accounts at mutually agreed uniform stores and print shops. Prior to purchasing uniforms the employees shall notify the Fire Chief and obtain a purchase order. An employee must submit a receipt to the Fire Chief upon purchase of the uniform item for record keeping purposes.

The City shall also replace all clothing and personal items, e.g., eye glasses, that are ruined on duty at no cost to the employee upon presentation of damaged clothing and personal items and the receipt for new. An employee is expected to inform the Captain or Chief as soon as practical upon discovery of such damage in order to confirm the same.

Section 15.5 Permanent Assignments and Transfers

A. The Employer agrees that permanent job positions shall be defined as all bargaining unit job positions which are covered by the terms of this agreement and established by the municipal budget and are tenured on the effective date of this agreement.

B. All employees shall be eligible for and maintain a permanent job, class, and rank

assignment within the Fire Department and fire stations and shifts. Voluntary transfers between any two employees within the same job classification or rank may be granted by the Fire Chief.

C. Vacancies in a permanent assignment due to an assigned employees retirement, resignation, death, or discharge shall be filled on the basis of promotional procedures. The employer shall post a list of any and all assignment vacancies, monthly, or within thirty (30) days of when a vacancy exists, in all work areas.

D. Employees within the same job classification and or rank desiring a transfer bid application for the station or shift of his choice; shall place the application in writing to the Chief. The Employer shall grant the departmental transfer or permanent assignment to the most senior applicant.

E. The Employer further agrees that no employee shall be transferred for disciplinary reasons.

Article XVI - Savings Clause

If any provision of this agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted state or federal legislation, the remaining parts or portions of this agreement shall remain in full force and effect and the subject matter of such invalid provisions shall be open to immediate negotiations.

Article XVII - Guarantee of Terms

The Employer agrees that this agreement shall be immediately submitted to the City Council for ratification and concurrent adoption in ordinance form pursuant to the municipality's legislative authority. Such action by the City Council shall commit the municipality to enact no subsequent ordinances, executive orders, or rules and regulations having the force or effect of law which would impair the binding effect of or make unenforceable the terms of this agreement.

Article XVIII Duration and Re-negotiations

Section 18.1 Duration and Notice

This agreement and each of its provisions shall be effective as of May 1, 2016, and shall continue in full force and effective until April 30, 2019 and thereafter unless either party shall notify the other in writing 120 days prior to the anniversary date of this contract, that it desires to modify or amend this agreement.

Section 18.2 Negotiations

Negotiations shall commence thirty (30) days later and shall continue for a period of forty-five (45) days. The parties may extend the negotiation period by mutual written consent.

Section 18.3 Impasse Resolution

In the event that the disputed items cannot be resolved during the negotiation period, all disputed items shall be referred to a mediator and if no solution will go to a one (1) person arbitration board as procedurally provided and permitted by the Illinois Public Labor Relations Act.

Section 18.4 Ratification and Enactment

A. If the parties reach a complete agreement as to the items for negotiations at the end of the negotiating period (Section 18.2), the following procedure shall apply:

1. The agreement will first be presented to the Union membership with the Union's negotiations committee's recommendation for ratification.
2. After ratification by the Union membership, the agreement shall be submitted to the City Council at their next regularly scheduled meeting, with the City Manager's recommendation for ratification and concurrent adoption in ordinance form. The City Manager and Union shall cooperate to secure Council's approval.
3. In the event the City Council should reject the recommended agreement, the parties shall meet again within five (5) days of the Council's vote to discuss the reasons for the rejection and to determine whether any modifications can be made to deal with the reasons for rejection; but either party may thereafter invoke arbitration in accordance with (Section 18.3) of this Article.

B. The employer agrees to adopt this agreement, negotiated or arbitrated, in ordinance form, pursuant to its municipal legislative authority. Such action by the City shall commit the City to enact no subsequent ordinance, executive order or rules or regulations having the force and effect of law which would impair the binding effect of or make unenforceable the terms of this agreement.

Article XIX Rules and Regulations

The City of Kewanee has a right to make reasonable personnel rules and regulations. However, personnel rules and regulations shall, if in conflict with this agreement, be subordinate to this agreement. The employer agrees to make such a statement at the start of any approved personnel rules and regulations and review with the union in a labor management setting such rules.

Article XX Labor Management Conferences

The Union and Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held every three months between Union representatives and representatives of the Employer. Additional conferences may be

requested at least seven (7) 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. Agreement to confer shall not be unreasonably withheld by either party.

Appendix A - Procedure for Processing Fair Share Objections

A. Filing and Objection: An employee with any objections to fair share payment shall initially file his/her objection by notifying the Union President in writing by registered or certified mail postmarked within thirty (30) days after he/she becomes aware of the basis for his/her objection.

B. Review Step One: Any objection properly submitted to the Union President shall be promptly heard by the Executive Board of the Union, which shall review the objection and any other pertinent matter submitted by the objector. Within thirty (30) days after receipt of any objection, the Executive Board shall determine whether any reduction in the amount of the proportionate share payments is to be made, and notify the objector in writing.

C. Review Step Two: Upon receipt of the decision of the Executive Board, objecting employees may pursue their objection by filing a complaint with the State Labor Relations Board, in accordance with the procedures established by that Agency. In the event that appropriate procedures are not available, the employee may appeal the Executive Board's decision to binding arbitration utilizing the procedures set forth in Article X, Step 4, of the current labor agreement.

In using this procedure, an Employee shall operate under the conditions set forth for the Union, and the Union shall operate under the conditions set forth for the City. The only exception shall be in the provision for the sharing of costs of the arbitration process. Under this procedure, the Union shall, from its funds budgeted for contract defense and administration and used in the calculation of proportionate share non-member payments, pay the full cost of the arbitration and any administrative fees connected with the arbitration process.

D. Consolidation: If more than one employee has requested arbitration, all complaints shall be consolidated and determined by the designated arbitrator in a single hearing. If any such hearing, the objectors shall designate a spokesperson to act in their behalf in presenting all claims in the hearing.

E. Segregated Funds: Upon the initial receipt by the Union of any contested amount of proportionate fair share payment by an employee, the Union shall cause a direct such contested amount to be placed in an interest bearing escrow account at the then prevailing rate. Any additional so contested amounts, collected while the objection is in process, shall be similarly directed to such account, and remain so segregated from usual and customary Union funds until such time as the validity of the objection is finally determined.

F. Rebates: In the event that the Union determines or an arbitration award directs a reduction in the proportionate share payments, the Union shall notify the City to comply with the

Said ruling as to prospective deductions from the salaries of non-members and the Union shall provide necessary rebates, including interest at the prevailing rates on the amount to be rebated, to all such proportionate fair share paying nonmembers.

Appendix B - Compensation Schedule

(**Note:** The hourly wage is the determining factor and the yearly wage shown below is the hourly wage times 2,825 hours, which is the normal number of hours worked per year by a shift fire fighter per this contract.)

Any retroactive wage and salary increases due employees shall be paid on the payday following the first full pay period after the ratification of this Agreement.

B.1 Effective May1, 2016 (5.0 % Increase)	Yearly Salary	Hourly Rate
Probationary Firefighter (0-12 Months)	\$37,600.75	\$13.31
State Certified EMT-ACFF II	\$42,036.00	\$14.88
Firefighter (12 Months & Over)	\$47,375.25	\$16.77
Ambulance Attendant	\$48,731.25	\$17.25
Relief Engineer	\$49,748.25	\$17.61
Engineer	\$50,059.00	\$17.72
Captain	\$52,460.25	\$18.57
Holiday Bonus	\$200.00	
Longevity Pay	\$8.00	
Clothing Allowance	\$525.00	

B.2 Effective May1,207 (3.0 % Increase)	Yearly Salary	Hourly Rate
Probationary Firefighter (0-12 Months)	\$38,730.75	\$13.71
State Certified EMT-ACFF II	\$43,307.25	\$15.33
Firefighter (12 Months & Over)	\$48,787.75	\$17.27
Ambulance Attendant	\$50,200.25	\$17.77
Relief Engineer	\$51,245.50	\$18.14
Engineer	\$51,556.25	\$18.25
Captain	\$54,042.25	\$19.13
Holiday Bonus	\$200.00	
Longevity Pay	\$8.50	
Clothing Allowance	\$575.00	

B. 3 Effective May1, 2018 (3.0 % Increase)	Yearly Salary	Hourly Rate
Probationary Firefighter (0-12 Months)	\$39,889.00	\$14.12
State Certified EMT-ACFF II	\$44,606.75	\$15.79
Firefighter (12 Months & Over)	\$50,256.75	\$17.79
Ambulance Attendant	\$51,697.50	\$18.30
Relief Engineer	\$52,771.00	\$18.68
Engineer	\$53,110.00	\$18.80
Captain	\$55,652.50	\$19.70
Holiday Bonus	\$200.00	
Longevity Pay	\$9.00	
Clothing Allowance	\$600.00	

APPENDIX C - EMPLOYEE TESTING AND FITNESS FOR DUTY

Employee Testing: All employee testing shall be conducted in accordance with the following:

A. Psychological, Psychiatric, and Physiological Testing: No employee shall be requested or required to undergo psychological, psychiatric, or physiological testing unless the employer has just cause to believe the employee is then unfit for duty. The employer shall set forth the basis for such just cause in writing to the employee at the time the employee is ordered to undergo such testing, including all objective facts and subjective reasoning that forms the basis for the employer's belief that the employee is then unfit for duty.

Employees shall have the right to Union representation when being informed of the need for testing, and shall have the right to secure similar testing at their own expense from psychiatrists, psychologists, or physicians of their own choosing. The City and the employees shall only utilize the services of qualified, certified medical doctors, psychiatrists, or psychologists. The employee shall be given a copy of any and all information, reports, and opinions that is provided the City as a result of such testing. Employees fitness for duty shall be measured and determined by bona fide occupational qualifications.

B. Drug and Alcohol Testing: The City of Kewanee and Local 513 intend to fully implement the requirements of the Drug Free Workplace Act. It is the position of Local 513 and the Employer that the public has the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. The purpose of this policy shall be achieved in such manner as to not violate any established right of the employee.

(1) Prohibitions. Employees shall be prohibited from:

I. Consuming or possessing alcohol or illegal drugs at any time during the work day or anywhere on any Employer premises or job sites, including all Employer buildings, properties, vehicles and the employee's personal vehicle while engaged in Employer Business;

II. Illegally selling, purchasing or delivering any illegal drug during the work day or on the Employer's premises;

III. Being under the influence of alcohol or illegal drugs during the course of the work day;

IV. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

(2) Drug and Alcohol Testing Permitted. On a random basis, not to exceed one random test per month, or when the Employer has reasonable suspicions to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the work day, the Employer shall have the right to require the employee to submit to

alcohol or drug testing as set forth in this Agreement. For non-random testing, at least one non-bargaining unit supervisory personnel must certify their reasonable suspicions concerning the affected employee prior to any order to submit to the testing authorized herein. There shall be random testing of an individual employee as authorized in sub-section (4) below. The foregoing shall not limit the right of the Employer to conduct such test as it may deem appropriate for persons seeking employment as Fire Department employees prior to their date of hire. Random testing shall only sample for breath alcohol or urine specimens analyzed for the following: marijuana metabolites/THC, cocaine metabolites, amphetamines, methamphetamine, opiates (including codeine, heroin, and morphine), and phencyclidine (PCP).

(3) At the time an employee is ordered to submit to testing authorized by this Agreement the Employer shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of Local 513 at the time that the order is given. No questioning of the employee shall be conducted without first affording the employee the right to Local 513 representation. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

(4) Test to be Conducted. In conducting the testing authorized by this Agreement, the Employer shall:

I. 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);

II. Insure that the laboratory or facility selected conforms to all (NIDA) standards;

III. 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 employee of equal or less seniority than the person being tested shall be permitted at any time to become a part of such chain of custody;

IV. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if required by the employee;

V. Collect samples in such manner as to preserve the individual employee's HIPPA right to privacy, ensure a high degree of security for the sample and its

freedom from adulteration. Employees shall be witnessed by testing personnel while submitting a sample.

VI. Confirm any sample that test positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

VII. Provide the employee testing with an opportunity to have additional sample tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense; provided the employee notify the Employer within seventy-two (72) hours of receiving the results of the tests;

VIII. Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the Employer will not use such information in any manner or forum adverse to the employee's interests;

IX. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .08 or more based upon grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standards shall not preclude the Employer from attempting to show that test results between .05 and .08 demonstrate that the employee was under the influence, but the Employer shall bear the burden of proof in such cases;

X. Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;

XI. Insure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative result.

(5) Right to Contest. Local 513 or the employee with or without Local 513, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the testing or results or

any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of Local 513.

(6) Voluntary Request for Assistance. The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available through its employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above. An employee required to be absent from work due to the voluntary request for assistance shall receive paid leave from the Employer at the rate of 50% for each hour absent. Said employee shall be allowed to use accrued sick, vacation, comp, or personal leave to supplement the remaining 50% of the hours absent. An employee that exhausts accrued leave shall be allowed to borrow against future accruals of sick, vacation, comp and personal leave up to a maximum aggregate amount of 160 hours.

(7) Discipline. In the first instance that an employee tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol, and all employees who voluntarily seek assistance with drug or alcohol or both related problems, shall not be subject to any disciplinary or other adverse employment action by the Employer. The foregoing is conditioned upon:

- a. The employee agreeing to appropriate treatment as determined by the physician(s) involved;
- b. The employee discontinues the use of illegal drugs or abuse of alcohol;
- c. The employee completes the course of treatment prescribed, including an "aftercare" group for a period of up to twelve months;
- d. The employee agrees to submit to random testing during hours of work during the period of "after-care".

Employees who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a Fire Department employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave or take a paid leave of absence pending treatment. The foregoing shall not limit the City's right to discipline employee for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Both Local 513 and the Employer recognize that it is a medical fact that alcoholism is a disease and is subject to treatment.

Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employee's ability to perform his normal duties may be temporarily reassigned with pay to other more suitable Fire Department duties.

Side Letter of Agreement

Members hired prior to May1, 2010, shall receive a payment in the amount of \$20,000.00, Payable to the employees Post Employment Health Plan (PEHP). This payment shall be made in full, no later than April 30, 2019. Should the employee retire prior to April 30, 2019, then payment in full shall be made not later than 90 days after notice of the employee's intent to retire.

This side letter of agreement is attached to this CBA as recognition of the new wording in Article XIII, Section 13.3.B, effectively removing the option of cost-free healthcare after retirement.

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HAND THIS

_____ day of July 2016.

**Kewanee Firefighters Union
Local 513**

City of Kewanee

Stephen Welgat, President

Gary Bradley, City Manager


Landon Horrie, Vice-President

Jeremy Stout, Secretary-Treasurer

Duane Gillespie, Bargaining Comm. Member

Jeff Lane, Bargaining Comm. Member

Phil Wall, Bargaining Comm. Member

		CITY OF KEWANEE CITY COUNCIL AGENDA ITEM	
MEETING DATE	July 11, 2016		
RESOLUTION OR ORDINANCE NUMBER	Resolution #4990		
AGENDA TITLE	Consideration of a Resolution establishing a post employment health benefit plan for eligible public employees		
REQUESTING DEPARTMENT	Administration		
PRESENTER	Gary Bradley, City Manager		
FISCAL INFORMATION	Cost as recommended:	\$53,333 for 3 years	
	Budget Line Item:	01-22-462	
	Balance Available	53,333	
	Budget Amendment Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
PURPOSE	Establishes a plan for post employment health benefits for the 8 firefighters hired prior to May 1, 2010.		
BACKGROUND	<p>Under previously negotiated labor agreements, IAFF represented employees hired prior to May 1, 2010 were afforded the opportunity to cash in sick leave upon retirement in exchange for free insurance until they and their dependent spouse became Medicare eligible.</p> <p>Under the new contract, accumulated sick leave will be placed in a Post Employment Health Benefit Plan, along with a \$20,000 contribution per employee. Employee's can then use their proceeds to make premium payments or to pay for other health care related costs.</p>		
SPECIAL NOTES	N/A		

Item B

ANALYSIS	The proposed plan has benefits to both the employees and the City with regard to tax implications and the reduction to the City in liability for future health insurance costs is significant.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends adoption
REFERENCE DOCUMENTS ATTACHED	Resolution #4990

RESOLUTION NO. 4990

A RESOLUTION TO ESTABLISH A POST EMPLOYMENT HEALTH PLAN FOR ELIGIBLE PUBLIC EMPLOYEES, AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

WHEREAS, a Post Employment Health Plan for Public Employees has been established for eligible public employees, pursuant to section 501(c)(9) of the Internal Revenue Code permitting such plans; and

WHEREAS, the Plan may be funded with Employer contributions, mandatory Eligible Employee contributions or combination of both on behalf of the eligible employees in a manner permitted under the Plan; and

WHEREAS, under the PEHP program, Nationwide Retirement Solutions (NRS), Inc. will provide administrative services in exchange for a fee as agreed upon by the Employer and NRS;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF KEWANEE THAT:

Section 1 The City Council of the City of Kewanee, meeting in regularly scheduled session, this 11th day of July, 2016, hereby adopts this PEHP program on behalf of the eligible employees of the City of Kewanee.

Section 2 The City Manager is hereby authorized to execute on behalf of the eligible employees of the City of Kewanee, a participation agreement with NRS, authorizing NRS to act as the Administrator of the Plan and the agent of the City, and other such agreements and contracts as are necessary to implement the program.

Section 3 This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

Adopted by the Council of the City of Kewanee, Illinois this 11th day of July 2016.

ATTEST:

Melinda Edwards, City Clerk

Steve Looney, Mayor

RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Steve Looney				
Council Member Kellie Wallace-McKenna				
Council Member Deann Schweitzer				
Council Member Andrew Koehler				
Council Member Michael Yaklich				

**The Post Employment Health Plan
for Collectively Bargained Public Employees**

Copyright 2015, 2014
Nationwide Retirement Solutions, Inc.
All Rights Reserved

ARTICLE I

DEFINITIONS

As used in this Plan, and except as otherwise provided herein, the following terms shall have the meaning hereinafter set forth:

- 1.1. **“Account”** means an account established for a Participant or Eligible Employee pursuant to Section 6.1 hereof.
- 1.2. **“Administrator”** means the person or entity designated by the Plan as possessing authority to manage the operation and administration of the Plan in accordance with the Plan document adopted by the Employer. The Administrator shall be Nationwide Retirement Solutions, Inc., its successors and assigns (NRS) unless and until NRS resigns or is removed by the Advisory Committee representatives (as defined in the Trust Agreement) in accordance with Article 8.
- 1.3. **“Advisory Committee”** means a group made up of one representative of each participating Employee group and one representative for each participating Employer, participating in the associated Trust evidenced by the Trust Agreement issued to the Employer by the Administrator. The Employee and the Employer representative shall not be the same individual. Representatives of the Employee groups are referred to as Employee Advisory Committee members. Representatives of Employers are referred to as Employer Advisory Committee members.
- 1.4. **“Association”** refers to the National Association of Police Organizations.
- 1.5. **“Benefit”** means any payment made pursuant to Article 5 hereof.
- 1.6. **“Code”** means the Internal Revenue Code of 1986, as amended from time to time.
- 1.7. **“Contribution”** means any contribution made to the Plan pursuant to Article 4 hereof.
- 1.8. **“Dependent”** means the Participant’s spouse or any person who, in relation to the Participant, satisfies the requirements under Code Section 152(a).
- 1.9. **“Effective Date”** means the date on which the fully executed Participation Agreement is processed by NRS.
- 1.10. **“Eligible Employee”** means a current Employee of the Employer who receives contributions under the Plan on his or her behalf.
- 1.11. **“Employee”** means an individual who is employed by the Employer and is included in a unit of Employees covered by a collective bargaining agreement between union and one or more Employers.
- 1.12. **“Employer”** means a state or local government or political subdivision thereof in that adopts the Plan by entering into a Participation Agreement with the Administrator.
- 1.13. **“Entry Date”** means the date the Employer makes the first contribution to the Plan on behalf of such Eligible Employee.
- 1.14. **“Health Care Insurance Premium”** means any amount used to purchase insurance coverage for health benefits, hospitalization, or other medical care as defined in Code Section 213(d)(1).
- 1.15. **“Mandatory Employee Contribution”** means Eligible Employee contributions which are to be made as a condition of employment with the Employer and required to be made under terms of the Employer’s Participation Agreement. Such contributions shall be picked up by the Employer and are deemed to be Employer contributions and are not taxable income to the Employee.
- 1.16. **“Participant”** means a former Employee, or the surviving Dependents thereof, who has an Account under the Plan and is eligible to receive distributions under the Plan or who may receive contributions under the Plan on his or her behalf.

- 1.17. **“Participation Agreement”** means the agreement between the Employer and the Administrator by which the Employer adopts the Plan, which sets forth the responsibilities of the Administrator, and the terms of the Employer’s adoption of the Plan, including: (a) the Employer’s rate of contribution to the Plan, and (b) the Employees of the Employer who are eligible to receive contributions and participate in the Plan.
- 1.18. **“Plan”** means The Post Employment Health Plan for Public Employees, as set forth in this document.
- 1.19. **“Plan Year”** means the calendar year.
- 1.20. **“Post-Employment Health Benefit”** means a payment made pursuant to Section 5.1 hereof.
- 1.21. **“Qualifying Medical Care Expenses”** means those expenses incurred solely for “medical care,” as defined in Code Section 213(d)(1), rendered to the Participant or his Dependents from the time the Participant is an Eligible Employee entitled to receive a contribution under the Plan.
- 1.22. **“Trust Agreement”** means the agreement described in Article 2 hereof, establishing the Trust for The Post Employment Health Plan for Public Employees.
- 1.23. **“Trust Fund”** means all money and assets held by the Trust for the Post Employment Health Plan for Public Employees, and all earnings and profits thereon, less the payments made therefrom in accordance with the terms of this Plan.
- 1.24. **“Trustee”** means the Trustee, or any successor Trustee, designated in accordance with the terms of the Trust Agreement.
- 1.25. **“Valuation Date”** means each day in which the New York Stock Exchange and the Administrator’s home office are open for business.

ARTICLE II

TRUST

- 2.1. **Trust Agreement.** All Contributions shall be paid into, and all Benefits provided for herein shall be paid from, the Trust Fund. The Trust Agreement shall be in such form and contain such provisions as the parties may deem appropriate, including, but not limited to, provisions with respect to the powers and authority of the Trustee, the authority of the Administrator and Trustee to amend the Trust Agreement, the authority of the Administrator to settle the accounts of the Trustee on behalf of all persons having an interest in the Trust Fund, and the authority to remove a Trustee and appoint a successor trustee. When entered into, the Trust Agreement shall form a part of the Plan, and all rights and benefits that may accrue to any person under the Plan shall be subject to all the terms and provisions of the Trust Agreement.
- 2.2. **Trust Fund.** In no event shall any part of the principal or income of the Trust Fund be paid to or reinvested in the Employer, or be used for any purpose whatsoever other than the exclusive benefit of the Participants, Eligible Employees and their Dependents and defraying the reasonable expenses of the Plan. Notwithstanding the preceding, Contributions shall be returned to the Employer only under the following circumstances:
- a. If the Employer makes a Contribution by a mistake of fact, acknowledging such mistake of fact in writing to the Administrator and within one year of the mistaken Contribution;
 - b. If the Internal Revenue Service determines that the Trust is not tax-exempt under Code Section 501(a); or
 - c. If the Internal Revenue Service determines that the Trust has unrelated business taxable income under Code Section 512(a)(3)(E).
- 2.3. **Investment of Trust Fund.** The Trustee shall invest and reinvest the Trust Fund and the income therefrom in accordance with the terms of the Trust Agreement.

- 2.4. **Valuation of the Trust Fund.** The value of the Trust Fund shall be determined as of each Valuation Date, if applicable, as follows:
- a. The value per share of a security listed for trading on a national securities exchange shall be the closing price per share at which such security was traded on the exchange on the day as of which the value is to be determined (or, if such security was not traded on that day, on the last preceding day on which it was traded); provided, that if a security is listed for trading on two or more national securities exchanges, the national securities exchange upon which principally it is traded shall be deemed to be the only such exchange on which it is listed;
 - b. The value of any other investment shall be the fair market value thereof on the day as of which the value is to be determined, as determined by the Trustee, the Administrator or the agent of either the Trustee or Administrator; and
 - c. There shall be added/deducted from the value of the investments any income or liabilities due or accrued and properly chargeable thereto.

ARTICLE III

ELIGIBILITY TO PARTICIPATE

- 3.1. **Eligibility to Participate.** Each Employee shall become an Eligible Employee as determined by the Employer and shall be entitled to receive a contribution to the Plan as set forth in the Participation Agreement on the Entry Date coincident with or next following the later of (a) the date on which he becomes an Eligible Employee, or (b) the Effective Date of this Plan.
- 3.2. **Contributions Required for Eligible Employees.** Subject to Section 9.2, the Employer shall make Contributions on behalf of each Eligible Employee as determined by the Employer in accordance with to the terms of the Participation Agreement.
- 3.3. **Dispute as to Eligibility.** In the event of a dispute as to the eligibility of any individual to receive a contribution to the Plan, the decision of the Employer with respect to such eligibility shall be final and conclusive for all purposes.

ARTICLE IV

CONTRIBUTIONS

- 4.1. **Contributions to the Plan.** The Employer shall make contributions to the Plan on behalf of each Eligible Employee or Participant in such amount as the Employer determines and communicates to the Administrator from time to time to fund Post Employment Health Benefits.
- Amounts contributed may not be used for any purpose other than as provided by Code Sections 105, 106, 501(c)(9) and applicable Treasury regulations. All Contributions shall be made in a manner which satisfies the nondiscrimination rules found in Code Section 105(h) or other applicable law, provided however that Contributions determined as a percentage of the Eligible Employee's compensation and earnings thereon shall be accounted for separately and shall be used under Section 5.1 only to reimburse Health Care Insurance Premiums.
- 4.2. **Lump sum Contributions.** If the Employer has a compensated absence policy under which all Employees accumulate compensated absence pay, it may require all or a specified portion of accumulated compensated absence benefits be contributed to the Plan. Compensated absence may include any combination of vacation pay, sick pay, or other accumulated absence pay as specified by the Employer.
- 4.3. **Mandatory Employee Contributions.** The Employer may require that all Eligible Employees contribute Mandatory Employee Contributions to the Plan as a condition of employment with the Employer. In the event Contributions are required of Eligible Employees, the Employer shall specify

the amount of the Contribution either as a dollar amount or as a percentage of the Eligible Employee's compensation. Such amount or percentage shall not be subject to change on the part of the Eligible Employee, and the Eligible Employee shall not be entitled to receive such Contributions in the form of cash or other benefit. The Employer shall remit such contributions to the Trustee.

- 4.4. **Determination of Amount of Contributions.** The Trustee and the Administrator shall not be under any duty to inquire into the correctness of the Contributions paid over to the Trustee hereunder; nor shall the Trustee or Administrator be under any duty to enforce the payment of the Contributions to be made hereunder. The Eligible Employees and their bargaining unit shall have sole responsibility and duty to enforce Employer's contribution obligations.
- 4.5. **Transfers from other Health Reimbursement Arrangements.** The Plan may accept, as permitted by law, transfers of assets held in other health reimbursement arrangements including other arrangements being administered by the Administrator, provided that such assets were contributed to a plan providing permissible benefits. The Administrator may develop procedures necessary to comply with the requirements of this Section 4.5.

ARTICLE V

BENEFITS

- 5.1. **Post-Employment Health Benefits.** Upon an Eligible Employee's severance from employment with the Employer for any reason, including death, the Eligible Employee or his Dependents shall become a Participant in the Plan. Upon such time the Participant shall be entitled to be reimbursed from the Plan for Qualifying Medical Care Expenses and for Health Care Insurance Premiums incurred by the Participant or Dependents subject to the limits set forth in Section 5.3 hereof, provided that such expenses will not be taken as a deduction on the Participant's or Dependents' federal income tax return. If at any time following the Eligible Employee's severance from employment, he or she is reemployed by the Employer, the Participant shall no longer be entitled to reimbursement under the Plan until the Participant once again severs employment with the Employer. Post-Employment Health Benefits shall be funded in accordance with Article 4 hereof into the Plan from which benefits will be paid and in accordance with the Code.
- 5.2. **Notice by Employer.** The Employer shall certify to the Administrator the date of a Eligible Employee's severance from employment with the Employer. The Administrator shall rely on any such certification in determining when the Eligible Employee becomes a Participant and the extent to which a Participant or his Dependents shall be entitled to a Benefit under the Plan. In the case of an Eligible Employee's or Participant's death, the Trustee shall require proof of the Eligible Employee's or Participant's death prior to paying any Benefit to a Dependent or medical service provider on behalf of a deceased Eligible Employee under this Article 5.
- 5.3. **Benefit Limits.** Any Qualifying Medical Care Expense or Health Care Insurance Premium paid in accordance with Section 5.1 hereof is limited to the Participant's respective account balance as of the Valuation Date immediately preceding the date the claim for such Benefit is submitted to the Trustee. If a claim for Benefits exceeds the account balance at such date, the Trustee will pay the claim to the extent of the account balance. If the Participant's account balance subsequently increased, the Participant must resubmit a current claim form for reimbursement.
- Only claims for Qualifying Medical Care Expenses and Health Care Insurance Premium Reimbursements incurred from the time the Participant is an Eligible Employee entitled to receive a contribution hereunder will be payable under the Plan.
- 5.4. **Timing and Method of Benefit Payment.** All Benefit payments shall be made via check or direct deposit as specified by the Participant or service provider receiving payment directly on behalf of a

deceased Eligible Employee and as soon as administratively practicable following the date a claim for Benefits is submitted to the Administrator.

- 5.5. **Prohibition on Alienation.** The rights of a Participant or Dependent to receive a Benefit shall not be subject to alienation or assignment, and shall not be subject to anticipation, encumbrance or claims of creditors except to the extent required by applicable law.
- 5.6. **Forfeitures.** If an Eligible Employee or Participant has no Dependents on the date notice of death is provided to the Administrator and no Dependent is identified and no request to pay Qualifying Medical Care Expenses directly to a service provider, on behalf of a deceased Eligible Employee, is received within 180 days of the date on which the Administrator was notified of an Eligible Employee or Participant's death, the balance in the Participant's account will be forfeited.

Benefit payments for Qualifying Medical Care Expenses which, if paid, would result in discrimination in violation of Code Section 105(h), its regulations or any other applicable provision of law shall also be forfeited. A Participant's account may also be forfeited if the Administrator is unable to locate the Participant within 36 months after the Administrator sends a letter by certified U. S. mail, postage prepaid, to the Participant's last known address.

Any amount forfeited under this Section 5.6 shall be allocated as soon as administratively practicable following, the date on which the Administrator determines that a forfeiture has occurred to the Accounts of all other Eligible Employees and Participants who (i) are (or were) employed by the Employer and (ii) have an account balance on the Valuation Date. Forfeitures shall be allocated among the Eligible Employee and Participants in accordance with procedures established by the Administrator.

- 5.7. **Designation of Beneficiaries Prohibited.** Unless otherwise permitted by law, designation of beneficiaries under the Plan is not permitted.

ARTICLE VI

ELIGIBLE EMPLOYEE AND PARTICIPANT ACCOUNTS

- 6.1. **Separate Accounts and Records.** The Administrator shall maintain separate Accounts in the name of each Eligible Employee and Participant having an interest in the Trust Fund. For all Eligible Employees or Participants with an account balance, a statement of that Eligible Employee's or Participant's Account as of the last day of each calendar quarter shall be distributed or made available within 15 days after the end of each quarter showing:
- a. The Eligible Employee's or Participant's account balance;
 - b. Contributions credited to the Eligible Employee's or Participant's Account;
 - c. Qualifying Medical Care Expenses and Health Care Insurance Premiums paid from the Participant's Account; and
 - d. Administrative fees paid from the Eligible Employee's or Participant's Account gains and losses of the Trust Fund allocated to the Eligible Employee's or Participant's Account.
- 6.2. **Valuation of Accounts.** As of each Valuation Date, all income and gains (realized and unrealized) of the Trust Fund for the period since the immediately preceding Valuation Date (or, if there is no prior Valuation Date, since the Effective Date) shall be credited to, and all losses (realized and unrealized) and expenses of the Trust Fund for such period shall be charged to, the Eligible Employee's or Participants' Accounts in proportion to their balances as of the next preceding Valuation Date (or as of the Effective Date, if there is no prior Valuation Date), provided, however, that if there has been a withdrawal from a Participant's Account since the next preceding Valuation Date, such Participant's Account balance at the Valuation Date, rather than the next preceding

Valuation Date, shall be used to allocate income, gains, losses and expenses to such Participant's Account.

6.3. Participant Transfers to another Plan.

- a. Subject to Section 6.3(b), if an Eligible Employee is no longer entitled to receive contributions from the Employer but remains employed by the Employer and as a result of such employment contributions on behalf of the Eligible Employee is required to another Voluntary Employees' Beneficiary Association (VEBA) which is established pursuant to Section 501(c)(9) and administered by the Administrator, then the Eligible Employee may elect to transfer his or her Account to the other VEBA.
- b. A transfer contemplated in Section 6.3(a) shall only be permitted if such transferred assets will be used to provide benefits similar to those provided by this Plan and the transfer does not jeopardize the tax-exempt status of the Trust.

ARTICLE VII

CLAIMS PROCEDURE

- 7.1. **Written Claims.** All claims for Benefits shall be made in writing in accordance with such procedures as the Administrator shall prescribe, including deadlines, documentation requirements and forms.
- 7.2. **Denied Claims.** If a claim for Benefits is denied in whole or in part, the Administrator shall furnish the claimant a written notice setting forth the reason for the denial, including reference to pertinent Plan provisions, describing any additional material or information that is required from the claimant and explaining why it is required, and explaining the review procedure set forth in Section 7.3 hereof. Such notice shall be given within five (5) business days of the denial.
- 7.3. **Review Procedure for Denied Claims.** Within 60 days of the written notice of the denial of any claim for Benefits, a claimant may file a written request for a review of such denial by the Administrator. Any claimant seeking review of a denied claim is required to submit comments in writing. Within 60 days after its receipt of a request for review of a denied claim, the Administrator shall render a written decision on its review which references the Plan provisions on which its decision is based.

ARTICLE VIII

ADMINISTRATION OF THE PLAN

- 8.1. **The Administrator.** The Administrator shall be NRS unless and until NRS resigns or is removed. The Administrator shall have the authority to control and manage the operation and administration of the Plan in accordance with this plan document and the responsibility of filing and distributing reports and returns with or to government agencies and Eligible Employees and Participants, and their Dependents as required under the Code and other applicable law.

The Administrator, by a written instrument, may delegate its responsibilities to control and manage the operation and administration of the Plan and the responsibility to file reports and returns.

To the extent permitted by law, the Trust shall indemnify each Employee of the Administrator and any agent or person who has been appointed by the Administrator, against any liability (not reimbursed by insurance) incurred in the course of the administration of the Plan, except liability arising from his own negligence or willful misconduct.
- 8.2. **Agents.** The Trustee may employ such agents, including counsel, as it may deem advisable for the administration of the Plan. Such agents may not be Eligible Employees or Participants.
- 8.3. **Removal or Resignation of Administrator.** The Administrator may resign as administrator at any time by a written instrument delivered to all Advisory Committee representatives giving notice of such resignation. The Administrator may be removed, for cause relating to performance that fails to meet

generally accepted standards, practices and procedures applicable to persons providing similar types of administrative services. The Administrator shall be removed for the reasons stated above via a majority vote process. Each Employee Advisory Committee representative's vote is multiplied by the number of Eligible Employee and Participants represented by that committee member and similarly the Employer Advisory Committee representative's vote is multiplied by the number of Eligible Employees and Participants covered by that Employer, for each plan participating in the relevant trust. The Advisory Committee shall remove the Administrator by a written notice delivered to the Administrator. In the event of a dispute over the execution of the duties of the Administrator, the dispute shall be subject to arbitration between the Administrator and a representative(s) established by the Advisory Committee. The Administrator shall be granted 180 days to cure any deficiencies identified by the arbitrator before any removal may be considered effective. Any notice of removal or resignation of the Administrator shall be effective 60 days after receipt by the Administrator or Advisory Committee representatives, as the case may be, or at such other time as is agreed to by the Administrator and the Advisory Committee representatives. In addition, a majority of the Advisory Committee representatives may remove the Administrator without cause during the last month of each Plan Year. If, within 60 days after notice of resignation or removal of the Administrator, the Advisory Committee representatives have not designated a successor Administrator, the Administrator may apply to any court of competent jurisdiction for the appointment of a successor Administrator.

- 8.4. **Successor Administrator.** The Administrator, subject to the veto right described below, may appoint a successor Administrator. The Administrator shall provide 30 days' advance notice to the Advisory Committee that it has designated a successor Administrator. Based on a majority vote, where each Employee Advisory Committee representative's vote is multiplied by the number of Eligible Employees and Participants and similarly the Employer Advisory Committee representative's vote is multiplied by the number of Participants and Eligible Employees for each plan participating in the relevant trust, is used to determine voting outcomes. If sufficient objecting votes are submitted in writing to the Administrator within 30 days after the date of the Administrator's notification mailing, the designation shall not become effective. If there is no sufficient objection, the Administrator shall deliver to the Trustee copies of: (a) a written instrument executed by the Administrator appointing such successor, and (b) a written instrument executed by the successor in which it accepts such appointment. Such instruments shall indicate their effective date.

If a vacancy in the office of Administrator occurs and the Administrator has not appointed a successor Administrator in accordance with the preceding paragraph, the Advisory Committee representatives in accordance with the voting procedures described in the preceding paragraph shall appoint a successor Administrator and shall deliver to the Trustee copies of (a) a written instrument executed by Advisory Committee representatives appointing such successor, and (b) a written instrument executed by the successor in which it accepts such appointment. Such instruments shall indicate their effective date. If the Administrator is removed by Advisory Committee representatives in accordance with Section 8.3 hereof, the written instrument removing the Administrator shall also appoint a successor Administrator. Any successor Administrator shall have all the powers and duties of the original Administrator.

- 8.5. **Administrative Fees.** The Administrator shall be paid from the Trust Fund an administrative fee for each Eligible Employees and Participant equal to an amount specified in the Participation Agreement between the Administrator and the Employer. Such fees shall be charged against the Eligible Employees' and Participants' Account balances.
- 8.6. **Powers of the Administrator.** The Administrator shall have all such powers as may be necessary to carry out the provisions of the Plan, and the actions taken and the decisions made by the

Administrator shall be final and binding upon all parties. The powers of the Administrator shall include, but not be limited to, the following:

- a. To determine, in accordance with the plan document, all questions relating to the amount of any Benefits and all questions pertaining to claims for Benefits and procedures for claim review;
 - b. To prescribe procedures, in accordance with the plan document, to be followed by Participants in filing claims for Benefits;
 - c. To prepare and distribute information, in accordance with the plan document, explaining the Plan to Eligible Employees and Participants;
 - d. To appoint or employ individuals to assist the Administrator in the administration of the Plan and any other agents deemed advisable, including banking, legal, accounting, and actuarial counsel;
 - e. To resolve all other questions arising under the Plan, in accordance with the plan document;
 - f. To take any such further action as the Trustee shall deem advisable in the administration of the Plan in accordance with the plan document; and
 - g. To direct the Trustee to pay claims for Benefits either by issuing claims checks or by delegating the authority to issue claims checks in accordance with Section 7.1 hereof.
- 8.7. **Records.** The acts and decisions of the Administrator including such records as may pertain to the computation of Benefits of any claimant shall be duly recorded.
- 8.8. **Defect or Omission.** The Administrator shall notify the Employer of, and shall assist Employer with the cure of any defect, omission or inconsistency in this Plan for correction.
- 8.9. **Liability of Administrator.** Except for its own negligence or willful misconduct, neither any Employee of the Administrator nor any agent or other person appointed by the Administrator shall be liable to anyone for any act or omission in the course of the administration of the Plan.

ARTICLE IX

AMENDMENT AND TERMINATION

- 9.1. **Amendments.** The Administrator reserves the right to amend this Plan at any time in such manner as it may be necessary or advisable in order to qualify and retain the qualification of the Trust Fund as a voluntary Employees' beneficiary association (Association) in accordance with Code section 501(c)(9) or to comply with applicable law upon 60 days written notice to the Employer. Any such amendment may, by its terms, be retroactive; and to amend, alter, modify or suspend, in whole or in part, any provision or provisions of this Plan at any time, retroactively or otherwise, by written notice to the Trustee, the Employers and the Association representatives. In any event, no such amendment shall:
- a. increase the duties or obligations of the Trustee or Employer without their written consent;
 - b. decrease any Participant or Eligible Employee's Account balance; or
 - c. cause or permit any portion of the corpus or income of the Trust to revert to, or become the property of, or be used for the benefit of the Employer, or divert any portion of the corpus or income of the Trust for purposes other than the exclusive benefit of the Participants, Eligible Employees and their Dependents.
- 9.2. **Termination and Discontinuance of Contributions.** The Employer may terminate or discontinue contributions to the Plan at any time by notice to the Administrator and Trustee. Upon termination of the Plan and subject to Section 9.3, the Administrator shall maintain the Accounts of each Participant and Eligible Employee who is or was an Employee of such Employer, and shall pay Benefits to each such Participant in accordance with the terms of the Plan or as permitted by law. Expenses of the

Trust fund and administrative fees shall be charged against such Participants' and Eligible Employees' Accounts for as long as such Accounts are maintained by the Administrator.

9.3. **Employer Transfers to another Plan.** The Employer may request that the assets held in the Plan be transferred to another Association or Administrator provided that the Employer provides evidence to the Administrator that the following conditions are met:

- a. The transferee Association is exempt under Code Section 501(c)(9);
- b. The transferred assets will be used to provide similar benefits;
- c. The participants of each trust Association share an employment-related bond;
- d. The transfer is not used to avoid the applicable requirements of Code Section 501(c)(9) and the regulations thereunder that otherwise would apply to each association;
- e. The receiving Association or Administrator has agreed to receive the transfer; and
- f. The Employer, in writing, holds harmless the Administrator for acting on Employer's instructions to transfer the Plan to another Association or Administrator.

When, to the satisfaction of the Administrator, the Employer has produced evidence sufficient to satisfy the conditions of this Section 9.3, the Administrator will transfer the assets of the Plan to the other Association or Administrator as soon as administratively practical. In no event shall such transfer occur later than one hundred and eighty (180) days following the Administrator's receipt of the sufficient evidence contemplated by this Section. Additionally, the Administrator may develop procedures in connection with this Section 9.3 including, without limitation, what documentation is necessary to evidence satisfaction of the requirements of this section. Expenses of providing such evidence shall be paid by the Employer. In the event a transfer of the Plan assets is authorized, the Administrator may retain sufficient funds for the satisfaction of all current reported claims.

ARTICLE X

MISCELLANEOUS

- 10.1. **Rights of All Interested Parties Determined by Terms of the Plan.** The Plan and Trust are voluntarily entered into by the Employer. The Trust shall be the sole source of Benefits provided under the Plan, and in no event shall the Administrator or the Employer be liable or responsible therefore. The Plan shall be binding upon all parties thereto and all Participants and Eligible Employees, and upon their respective heirs, executors, administrators, successors, and assigns, and upon all persons having or claiming to have any interest of any kind or nature under the Plan or the Trust.
- 10.2. **No Employment Rights Created.** The creation and maintenance of the Plan shall not confer any right to continued employment on any Employee, and all Employees shall remain subject to discharge to the same extent as if the Plan had never been established.
- 10.3. **Number and Gender.** Where necessary or appropriate to the meaning hereof, the singular shall be deemed to include the plural, the plural to include the singular, the masculine to include the feminine and neuter, the feminine to include the masculine and neuter, and the neuter to include the masculine and feminine.
- 10.4. **Notice to Employees.** Notice of the existence and the provisions of this Plan and amendments thereto shall be communicated by the Employer to all persons who are, or who become Eligible Employees or Participants.
- 10.5. **Notification of Address.** Each person eligible to receive Benefits shall notify the Administrator in writing of his address and any change of address thereafter. Any communication, statement or notice addressed to such person at his last address as filed with the Administrator (or if no address

was filed with the Administrator, then his last address shown by the Employer's payroll records) will be binding upon such person for all purposes of this Plan, and neither the Employer nor the Administrator shall be obligated to search for or ascertain the whereabouts of any such person.

- 10.6. **Headings.** The headings and subheadings in this Plan are inserted for convenience and reference only and are not intended to be used in construing this Plan or any provision hereof.
- 10.7. **Governing Law.** This Plan shall be construed according to the law of the State of Ohio and applicable Federal Law and all provisions hereof shall be administered according to the law of the State of Ohio and applicable federal law.

IN WITNESS WHEREOF, the undersigned has executed this Plan to become effective the _____ day of _____, 20____ for the:

(Plan Name)

By: _____
(Signature)

(Printed Name)

(Title)