

CITY OF EAST MOLINE, ILLINOIS

City Council Agenda

Regular Meeting of the City Council

Monday, March 16, 2025, 6:30 P.M.

City Hall Council Chambers

915 16th Avenue, East Moline, Illinois

AGENDA

1. PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

3. ROLL CALL

4. PUBLIC HEARING

- a. Project Summary and Preliminary Environmental Impacts Determination for the Potable Water Treatment Facility Project Plan

5. PUBLIC COMMENT - Citizens wishing to address the City Council on any topic of City business may do so during the Public Comment section near the beginning of the agenda after requesting to speak via the sign-in form near the entrance to the Council Chambers. Individual speakers will be limited to three minutes. All audience participation must be recognized by the Mayor including questions to other city council members, staff or petitioners. The Mayor may limit the total amount of time allocated to those who want to speak and all who speak are asked to comply with the established time limit.

6. PRESENTATIONS or PROCLAMATIONS

- a. Presentation by Clean River Advisory Council (C-RAC)
- b. Proclamation celebrating Junior Achievement

7. CONSENT AGENDA

- a. Approval of City Council Meeting Minutes of February 16, 2026.
- b. Approval of the Committee of the Whole Meeting Minutes of February 16, 2026.
- c. Approval of the Public Hearing of the East Moline River Edge Redevelopment Zone Public Hearing.
- d. Approval of City Council Meeting Minutes of March 2, 2026.
- e. Approval of the Committee of the Whole Meeting Minutes of March 2, 2026.
- f. Approval of Salaries as of 2/27/26 in the amount of \$523,509.64
- g. Approval of Overtime as of 2/27/2026 in the amount of \$15,289.76
- h. Approval of Bills as of 3/12/26 in the amount of \$1,074,116.29
- i. Monthly Financial Reports as of 12/31/2025
- j. Treasurers Report for February 2026

8. ORDINANCES - 2nd Reading

N/A

9. ORDINANCES - 1st Reading

- 26-02 Code Amendment - Combination of Plan Commission & Zoning Board of Appeals
- 26-06 Designating Ordinance for River Edge Redevelopment Zone (waiver of 2nd reading requested)
- 26-07 Code Amendment – Repeal of Chapter 5 – Board of Zoning Appeals

10. RESOLUTIONS

- 26-14 Acquisition of HR/Payroll software
- 26-15 Professional Services Agreement with HDR for design of WWTP Improvements
- 26-16 Award Construction Phase 1 of Lead Service Line Replacement
- 26-17 Approval of Collective Bargaining Agreement with AFSCME Local 1234

11. CITY REPORTS or COMMUNICATIONS

- a. City Administrator, City Attorney and Department Directors
- b. City Treasurer
- c. City Clerk
- d. Mayor

12. CLOSED SESSION

13. CONSIDERATION OF MATTERS ARISING FROM or AFTER CLOSED EXECUTIVE SESSION

14. ADJOURNMENT

COMMITTEE-OF-THE-WHOLE:

Immediately following the open session portion of the City Council meeting

**MINUTES OF THE MEETING OF THE MAYOR
AND CITY COUNCIL OF THE CITY OF EAST MOLINE,
COUNTY OF ROCK ISLAND, STATE OF ILLINOIS
MONDAY, FEBRUARY 16, 2026, 6:30 P.M.**

PLEDGE:

Mayor Reggie Freeman led the City Council and all those present in the Pledge of Allegiance.

ROLL CALL

Mayor Freeman called the meeting to order and directed City Clerk Wanda Roberts-Bontz to call the roll. The following Alderpersons were present: Olivia Dorothy, Jeffrey Deppe, Larry Jones, Adam Guthrie, Rhea Oakes, Lynn Segura, and Jose Rico.

PUBLIC HEARING

- a. East Moline River Edge Redevelopment Zone Public Hearing

PUBLIC COMMENT

Bear Van Brocklin – 4102 5th Avenue, East Moline

Mr. Van Brocklin spoke about the increase in water rates occurring twice within one year. He suggested that residents who are not currently connected to the city water system should be required to connect. He stated that requiring all residents to use City water could help distribute costs more evenly and potentially prevent further rate increases. Mr. Van Brocklin asked what actions could be taken to prevent water rates from continuing to rise.

William Price – 2106 8th Street, East Moline

Mr. Price requested that the city consider allowing golf carts to operate on East Moline Streets. He noted that several neighboring cities, including Silvis, Colona, Erie, and Bettendorf, have ordinances permitting golf carts on their streets.

John Sierra – 2362 31st Street A, Moline

Mr. Sierra spoke in support of approving the Downtown Interpretive Trail Project honoring Sergio Mendoza. He noted that the project was brought forward by Glenview School.

Girl Scout Troop 3554 – Troop Daisies and Brownies

Members of Girl Scout Troop 3554, the only kindergarten through third-grade troop in East Moline, introduced themselves and thanked the East Moline Police and Fire Departments for helping them learn about safety throughout the year. The troop announced that it is cookie season and that they are selling cookies to raise money to support community activities. They also shared that there is a new cookie flavor available this year and expressed hope of receiving

additional cookie donations for the Police and Fire Departments. Last year, the troop donated fifty boxes of cookies.

PRESENTATIONS and/or PROCLAMATIONS

None

CONSENT AGENDA:

City Clerk Wanda Roberts-Bontz read the Consent Agenda:

- a. Approval of Salaries as of 1/30/2026 in the amount of \$497,265.40
- b. Approval of Overtime as of 1/30/2026 in the amount of \$7,529.88
- c. Approval of Salaries as of 2/13/2026 in the amount of \$502,684.29
- d. Approval of Overtime as of 2/13/2026 in the amount of \$14,202.43
- e. Approval of Bills as of 12/27/2025 - 1/28/2026 in the amount of \$217,885.90
- f. Approval of Bills as of 1/29/2026 - 2/12/2026 in the amount of \$882,831.70
- g. Treasurer’s Report for the month ended January 2026.

A motion was made by Alderperson Dorothy, seconded by Alderperson Rico, to approve the Consent Agenda. Upon the roll call, the following voted in favor: Deppe, Jones, Guthrie, Oakes, Segura, Rico, and Dorothy. Motion carried.

ATTORNEY ROGER L. STRANGLUND - ORDINANCES AND RESOLUTIONS:

ORDINANCES – 2nd Reading

N/A

ORDINANCES – 1st Reading

26-04 Public Notice Approval to borrow funds through IEPA State Revolving Program (Waiver of 2nd Reading Requested)

A motion was made by Alderperson Deppe, seconded by Alderperson Dorothy, to waive second reading and approve Ordinance 26-04. Upon the roll call, the following voted in favor: Deppe, Jones, Guthrie, Oakes, Segura, Rico, and Dorothy. Motion carried.

26-05 Establishing Public Hearing Date – East Moline Connector TIF District

RESOLUTIONS

26-08 Engineering Design Services - Ravine E

A motion was made by Alderperson Guthrie, seconded by Alderperson Rico, to approve Resolution 26-08. Upon the roll call, the following voted in favor: Deppe, Jones, Guthrie, Oakes, Segura, Rico, and Dorothy. Motion carried.

26-09 Easement Acquisition Services - Ravine E

A motion was made by Alderperson Rico, seconded by Alderperson Oakes, to approve Resolution 26-09. Upon the roll call, the following voted in favor: Deppe, Jones, Guthrie, Oakes, Segura, Rico, and Dorothy. Motion carried.

26-10 Downtown Interpretive Trail Project

A motion was made by Alderperson Jones, seconded by Alderperson Oakes to table Resolution 26-10. Upon the roll call, the following voted in favor: Jones and Oakes. Opposed: Deppe, Guthrie, Segura, and Rico. Abstained: Dorothy. **2 – 4 Abstained: 1. Motion Failed.**

A motion was made by Alderperson Segura, seconded by Alderperson Guthrie, to approve Resolution 26-10. Upon the roll call, the following voted in favor: Deppe, Guthrie, Segura, and Rico. Opposed: Jones and Oakes. Abstained: Dorothy. **4 – 2 Abstained: 1 Motion carried.**

CITY STAFF COMMUNICATIONS:

Each City Staff member present was given the opportunity to inform the City Council, and those in attendance, of events in their departments:

Wastewater Treatment Plant – Brian Glasgow

Mr. Glasgow provided literature to the City Council regarding Aqua Nereda Aerobic Granular Sludge Technology.

Fire Department – Chief Rob DeFrance

Chief DeFrance informed the City Council that three new firefighters started today. He also noted that a burn ban will be in effect for the next three days.

Water Filtration Plant – Brianna Huber

Ms. Huber reported that site visits are being scheduled this week for the Clear Well Project. Currently, nine engineering firms are scheduled to attend.

RECESS SESSION:

A motion was made by Alderperson Oakes, seconded by Alderperson Rico, to recess the City Council meeting to go into the Committee-of-the-Whole meeting. Upon the roll call, the following voted in favor: Deppe, Jones, Guthrie, Oakes, Segura, Rico, and Dorothy. Motion carried. **7:11 p.m.**

RECONVENED SESSION:

A motion was made by Alderperson Oakes, seconded by Alderperson Rico, to reconvened session back to City Council Meeting. Upon the roll call, the following voted in favor: Deppe, Jones, Guthrie, Oakes, Segura, Rico, and Dorothy. Motion carried. **7:24 p.m.**

ROLL CALL:

The following Alderpersons were present: Olivia Dorothy, Jeffrey Deppe, Larry Jones, Adam Guthrie, Rhea Oakes, Lynn Segura, and Jose Rico.

Others in Attendance: Mayor Reggie Freeman, City Administrator Mark Rothert, City Attorney Roger L. Strandlund, Finance Director Kimberly Rodriguez, Police Chief Jeff Ramsey, Wastewater Treatment Plant Director Glasglow, Water Plant Director Brianna Huber, Maintenance Department Jim Graham, Community Development Timothy Wymes, City Treasurer Glynis Lowery, and City Clerk Wanda Roberts-Bontz.

EXECUTIVE CLOSED SESSION:

EXECUTIVE (CLOSED) SESSION, AS APPLICABLE, UNDER THE FOLLOWING SECTION(S) OF THE ILLINOIS OPEN MEETINGS ACT,

5 ILCS 120/2(c) 1 - The appointment, employment, compensation, discipline, performance, or dismissal of specific employees

5 ILCS 120/2(c) 2 - Collective negotiating matters between the public body and its employees or their representatives

A motion was made by Alderperson Oakes, seconded by Alderperson Guthrie, to go into Executive Closed Session – 5 ILCS 120/2(c)(5) - To discuss the purchase or lease of real property for the use of the public body and Collective negotiating matters. Upon the roll call, the following voted in favor: Deppe, Jones, Guthrie, Oakes, Segura, Rico, and Dorothy. Motion carried. **7:25 p.m.**

RECONVENED OPEN SESSION:

A motion was made by Alderperson Oakes, seconded by Alderperson Guthrie, to return to the open session. Upon the roll call, the following voted in favor: Deppe, Jones, Guthrie, Oakes, Segura, Rico, and Dorothy. Motion carried. **7:54 p.m.**

ROLL CALL:

The following Alderpersons were present: Olivia Dorothy, Jeffrey Deppe, Larry Jones, Adam Guthrie, Rhea Oakes, Lynn Segura, and Jose Rico.

ADJOURNMENT

A motion was made by Alderperson Oakes, seconded by Alderperson Rico, to adjourn the City Council meeting. A voice vote was taken. Motion carried. **7:55 p.m.**

Minutes taken and submitted by,

Wanda Roberts-Bontz, City Clerk

**MINUTES OF THE MEETING OF THE MAYOR
AND THE COMMITTEE-OF-THE-WHOLE OF
THE CITY OF EAST MOLINE, ILLINOIS
MONDAY, FEBRUARY 16, 2026**

ROLL CALL

Mayor Reggie Freeman called the meeting to order and directed City Clerk Wanda Roberts-Bontz to call the roll. The following Alderpersons were present: Olivia Dorothy, Jeff Deppe, Larry Jones, Adam Guthrie, Rhea Oakes, Lynn Segura, and Jose Rico. **7:11 p.m.**

ADDITIONS/CORRECTIONS TO AGENDA

None

Installation of Insertion Valve at WTP (Brianna Huber, Director of Water Treatment Plant)

In late 2025, WTP staff requested to purchase two check valves and hammer arrestors to install on high service pumps 1 and 2. This should reduce the likelihood that these check valves will slam while changing pumps and therefore avoid costly water main breaks on our high service lines leaving the plant and pumping equipment.

Staff have tried to replace these valves themselves but are unable to get distribution valves closed well enough to prevent backflow into the WTP. It is too dangerous for WTP staff to replace these valves live, and the backflow would drain the distribution system if we tried. We therefore need to install a new insertion valve on high service line 1 in the WTP parking lot, similar to what we did a few years ago on high service line 2. Installation of a new insertion valve will allow staff to get a proper shutdown so they can install the two check valves and hammer arrestor safely.

Staff received two quotes. The first was for excavation and valve installation from MTE for \$58,000. The second was for valve installation only by UECO, with our maintenance services crew doing the excavation, for \$41,000.

This item was not expected nor budgeted for and will therefore be taken out of contingency. Staff recommends moving forward with the quote from UECO for \$41,000 with maintenance services staff doing the excavation.

FINANCIAL IMPACT:

Line Item #	Line-Item Title	Department	Amount Budgeted	Available Funds	Amount Requested
200-020-52980.00	Contingency	WTP	\$100,000.00	\$100,000.00	\$41,000.00
TOTALS			\$100,000.00	\$100,000.00	\$41,000.00

RECOMMENDATION/REQUESTED ACTION: Approve purchase from UECO

A motion was made by Alderperson Oakes, seconded by Alderperson Dorothy, to concur with the recommendation as presented. Upon the roll call, the following voted in favor: Deppe, Jones, Guthrie, Oakes, Segura, Rico, and Dorothy. Motion carried.

Ravine B Sewer Access – Plans, Specs, Bidding (Tim Kammler, Director of Engineering)

At the direction of the City Council, final plans and specs have been prepared by the city's consultant (Klingner) for bidding and construction of the 4th Phase (Ravine B) of this multi-year project. This FY2025 project has been on-hold, pending land acquisition. The last easement is being finalized and will be complete prior to construction. An exhibit showing the various ravines and the city's interceptor sewer locations is attached for reference.

Proposed construction generally consists of clearing, grading, rock base preparation, tied-concrete-block installation, and slope erosion control. The permeable pavement design will provide a stable platform for truck access, while also permitting vegetative growth through the block matting; this will lessen the visual impact to adjoining property owners. Exhibits showing the locations and typical section of the proposed access construction is attached. Complete plans, specifications and bidding documents are available for review at the East Moline Engineering & Maintenance Building.

A tentative bid letting date has been scheduled for March 10, 2026. Pending COW approval, the bid letting will be advertised and plans provided for contractors. Subsequent to the bid letting, staff will provide a bid tabulation and recommendation for award of contract to the City Council, pending reasonable prices. The Engineer's estimate of probable construction cost is \$2,148,378.

A consultant proposal for construction staking and inspection of the work proposed will also be provided for review and consideration by Committee-of-the-Whole at this meeting.

FINANCIAL IMPACT:

Line Item #	Line-Item Title	Department	Amount Budgeted	Available Funds	Amount Requested
250-036-52925.91	Sewer Collection Imp's	Engineering	\$5,781,271.00	\$5,781,271.00	TBD
TOTALS			\$5,781,271.00	\$5,781,271.00	TBD

RECOMMENDATION/REQUESTED ACTION: Approve Ravine “B” Plans & Specs for bidding. Bid results will be brought to Council for review and consideration, after the letting.

A motion was made by Alderperson Rico, seconded by Alderperson Dorothy, to concur with the recommendation as presented. Upon the roll call, the following voted in favor: Deppe, Jones, Guthrie, Oakes, Segura, Rico, and Dorothy. Motion carried.

2026 Pavement Marking Program (Tim Kammler, Director of Engineering)

In order to maintain safe traffic movement on City streets, pavement markings must be refreshed on a regular basis. It is desirable for the pavement marking program refresh markings on major streets and intersections on a two year rotation; some areas need to be refreshed more often such as school crosswalks and turn lanes. East Moline’s pavement marking program has been a routine and necessary project for many years with design and oversight performed by staff.

The City of Moline conducted a public bid letting for their city-wide pavement marking program on January 27, 2026. Ostrom was the low bidder and is willing to accommodate East Moline's pavement marking program at the same unit pricing as bid for the City of Moline (letter with pricing attached). As they are a local contractor and have performed favorably for the city in years past, staff recommends approval of Ostrom's pricing and award of contract. Illinois statute (65 ILCS 5/8-9-1) provides that a municipality may award a public improvement project without bid letting by approval of two-thirds of council members holding office.

Standard bonds and insurance would be required of the contractor.

The contract with Ostrom would be not-to-exceed \$60,000.

FINANCIAL IMPACT:

Line Item #	Line-Item Title	Department	Amount Budgeted	Available Funds	Amount Requested
025-000-52431.23	Street Marking	NHR	\$73,000.00	\$73,000.00	\$60,000.00
TOTALS			\$73,000.00	\$73,000.00	\$60,000.00

RECOMMENDATION/REQUESTED ACTION: Award 2026 Pavement Marking to Ostrom

A motion was made by Alderperson Rico, seconded by Alderperson Guthrie, to concur with the recommendation as presented. Upon the roll call, the following voted in favor: Deppe, Jones, Guthrie, Oakes, Segura, Rico, and Dorothy. Motion carried.

Live Scan Fingerprint Equipment Grant (Jeff Ramsey, Chief of Police)

Grant funding for Live Scan Fingerprint equipment has been issued by the Illinois Criminal Justice Information Authority (ICJIA) through the National Criminal History Improvement Program (NCHIP) for Illinois justice system agencies.

The East Moline Police Department currently has Live Scan Fingerprint equipment through I-Touch Biometrics that is over 10 years old. The grant is for agencies who currently don't have Live Scan Fingerprint equipment or where the hardware and/or software of their current equipment is obsolete. We believe our current Live Scan Fingerprint equipment would fall into the obsolete category. The grant is for up to \$25,000 in funds for a Live Scan equipment. In seeking some quotes for this equipment as the grant requires, the equipment we are seeking would not exceed the \$25,000 grant limitation. It appears the funds would be awarded to purchase the equipment with no cost to the city, but it is unclear if there may be an initial cost to the city with those costs then being reimbursed.

I am seeking approval to apply for this grant for the purpose of updating our current Live Scan Fingerprint equipment. (Attached is the grant application information for review)

RECOMMENDATION/REQUESTED ACTION: Approval

A motion was made by Alderperson Deppe, seconded by Alderperson Rico, to concur with the recommendation as presented. Upon the roll call, the following voted in favor: Deppe, Jones, Guthrie, Oakes, Segura, Rico, and Dorothy. Motion carried.

River Edge Redevelopment Zone – Public Hearing and Designation Ordinance (Mark Rothert, City Administrator)

Please see the attached memo from the consultant hired by Bi-State Regional Commission, Moran Economic Development, to help East Moline establish and designate a new River Edge Redevelopment Zone (RERZ) in the City. This memo goes into further detail about the steps to create the RERZ and related development incentives.

Please note that the RERZ can at most be 1500 yards or 4500 feet from a river bank (e.g. Mississippi River) and that the Deere facility is carved out of the RERZ because they have an interest to remain in the Enterprise Zone, which retains the utility tax exemption not provided under the RERZ.

RECOMMENDATION/REQUESTED ACTION: Approval

A motion was made by Alderperson Rico, seconded by Alderperson Oakes, to concur with the recommendation as presented. Upon the roll call, the following voted in favor: Deppe, Jones, Guthrie, Oakes, Segura, Rico, and Dorothy. Motion carried.

ADJOURNMENT:

A motion was made by Alderperson Oakes, seconded by Alderperson Rico to adjourn the Committee-of-the-Whole meeting. A voice vote was taken. Motion carried. **7:24 p.m.**

Minutes taken and submitted,

Wanda Roberts-Bontz, City Clerk

PUBLIC HEARING

East Moline's River Edge Redevelopment Zone
CITY OF EAST MOLINE, ILLINOIS, COUNTY OF ROCK ISLAND, ILLINOIS
HELD IN THE CITY COUNCIL CHAMBERS,
915 16th AVENUE, EAST MOLINE, ILLINOIS
FEBRUARY 16, 2026, AT 6:30 P.M.

Mayor Freeman called the Public Hearing to order at 6:30 p.m. and deferred the floor to City Administrator Rothert.

Mr. Rothert formally opened the Public Hearing to order at 6:30 p.m. regarding the City of East Moline's River Edge Redevelopment Zone designation under the State of Illinois River Edge Redevelopment Zone Program.

Mr. Rothert stated that the purpose of this hearing was to comply with the requirements of the Illinois River Edge Redevelopment Zone Act and to receive public comment regarding the proposed River Edge Redevelopment Zone boundary and redevelopment strategy.

Mr. Rothert explained that the River Edge Redevelopment Zone program is a State of Illinois economic development tool administered by the Illinois Department of Commerce and Economic Opportunity (DCEO). The program is authorized under the Illinois River Edge Redevelopment Zone Act and is designed to support the revitalization of historic downtowns and riverfront districts.

Mr. Rothert noted that East Moline has long recognized that it is riverfront and greater downtown corridors are central to the City's long-term economic competitiveness.

He stated that the proposed River Edge Redevelopment Zone focuses on the City's historic downtown and river-adjacent commercial areas, where:

- Infrastructure investment has already occurred through the \$34 million Greater Downtown Revitalization Project
- Private building stock requires adaptive reuse and rehabilitation
- Mixed-use redevelopment opportunities exist
- Walkability, tourism, and placemaking align with regional economic development goals

Mr. Rothert explained that the River Edge designation enhances the City's ability to:

- Attract private capital
- Incentivize upper-story residential redevelopment

- Preserve historic structures
- Close financing gaps on complex redevelopment projects

He further noted that the River Edge Redevelopment Zone allows eligible developers to apply for:

- State income tax credits tied to eligible rehabilitation costs
- Sales tax exemptions on building materials for qualified projects
- Property tax abatements, where applicable and approved

Mr. Rothert stated that the public hearing was a required step prior to submission of the River Edge Redevelopment Zone application to the State of Illinois.

Mr. Rothert then invited members of the public wishing to comment to come forward, state their name and address for the record, and limit their remarks to three minutes.

Mr. Rothert noted that there were no members of the public present wishing to provide comment. A final call for public comments regarding the River Edge Redevelopment Zone was made.

For the record, Mr. Rothert stated that no public comments were received.

With no further business, the Public Hearing was adjourned at 6:33 p.m.

Minutes taken and submitted by,

Wanda L. Roberts-Bontz, City Clerk

**MINUTES OF THE MEETING OF THE MAYOR
AND CITY COUNCIL OF THE CITY OF EAST MOLINE,
COUNTY OF ROCK ISLAND, STATE OF ILLINOIS
MONDAY, MARCH 2, 2026, 6:30 P.M.**

PLEDGE:

Mayor Pro-Tem Lynn Segura led the City Council and all those present in the Pledge of Allegiance.

ROLL CALL

Mayor Pro-Tem Lynn Segura called the meeting to order and directed City Clerk Wanda Roberts-Bontz to call the roll. The following Alderpersons were present: Olivia Dorothy, Jeffrey Deppe, Larry Jones, Adam Guthrie, Rhea Oakes, Lynn Segura, and Jose Rico.

PUBLIC COMMENT

Vishnv Kurri – President, Quad City Cricket Club

Mr. Kurri addressed the City Council requesting approval to install a second concrete cricket pad at Jacob's Park. He stated that the Quad City Cricket Club has grown from approximately 20 members two years ago to more than 60 members today. Mr. Kurri explained that the club would like to continue using the existing pad for batting practice and install a second concrete pad to be used for bowling practice.

PRESENTATIONS and/or PROCLAMATIONS

None

CONSENT AGENDA:

City Clerk Wanda Roberts-Bontz read the Consent Agenda:

- a. Approval of City Council Meeting Minutes of January 20, 2026.
- b. Approval of the Committee of the Whole Meeting Minutes of January 20, 2026.
- c. Approval of City Council Meeting Minutes of February 2, 2026.
- d. Approval of the Committee of the Whole Meeting Minutes of February 2, 2026.
- e. Approval of Salaries as of 2/27/2026 in the amount of \$507,235.71
- f. Approval of Overtime as of 2/27/2026 in the amount of \$6,484.58
- g. Approval of Bills as of 2/25/2026 in the amount of \$623,168.62

A motion was made by Alderperson Rico, seconded by Alderperson Dorothy, to approve the Consent Agenda. Upon the roll call, the following voted in favor: Jones, Guthrie, Oakes, Segura, Rico, Dorothy, and Deppe. Motion carried.

ATTORNEY ROGER L. STRANDLUND - ORDINANCES AND RESOLUTIONS:

ORDINANCES – 2nd Reading

26-05 Establishing Public Hearing Date – East Moline Connector TIF District

A motion was made by Alderperson Rico, seconded by Alderperson Oakes, to approve Ordinance 26-05. Upon the roll call, the following voted in favor: Jones, Guthrie, Oakes, Segura, Rico, Dorothy, and Deppe. Motion carried.

ORDINANCES – 1st Reading

N/A

RESOLUTIONS

26-11 WFP excavation & shut off valve installation related to of new Hammer Arrestors

A motion was made by Alderperson Guthrie, seconded by Alderperson Rico, to approve Resolution 26-11. Upon the roll call, the following voted in favor: Jones, Guthrie, Oakes, Segura, Rico, Dorothy, and Deppe. Motion carried.

26-12 Pavement Marking Program for 2026

A motion was made by Alderperson Rico, seconded by Alderperson Oakes, to approve Resolution 26-12. Upon the roll call, the following voted in favor: Jones, Guthrie, Oakes, Segura, Rico, Dorothy, and Deppe. Motion carried.

26-13 Approval to apply for grant for fingerprint scanning equipment

A motion was made by Alderperson Rico, seconded by Alderperson Oakes, to approve Resolution 26-13. Upon the roll call, the following voted in favor: Jones, Guthrie, Oakes, Segura, Rico, Dorothy, and Deppe. Motion carried.

CITY STAFF COMMUNICATIONS:

Each City Staff member present was given the opportunity to inform the City Council, and those in attendance, of events in their departments:

City Administrator – Mark Rothert

Mr. Rothert informed the City Council the Mayor’s State of the City Address will be held on Thursday, March 26, 2026, at noon. The event is open to the public, and the cost to attend is \$25.00, which includes a meal. Those planning to attend are asked to RSVP to Amy Brandstetter.

Engineering Director - Tim Kammler

Mr. Kammler reported that the Engineering Department has a new staff member, Nate Stone, who has been hired as an Engineering Inspector. He also noted that March 6, 2026, was the first day for bids to be accepted for the Lead Service Line Replacement Project.

Water Filtration Plant – Brianna Huber

Ms. Huber reported that several projects are being submitted to Congressman Eric Sorensen’s Office for Community Project Funding consideration.

Maintenance Services – Jim Graham

Mr. Graham reported that Fleet Maintenance vehicles are beginning to arrive one by one.

Fire Chief – Rob DeFrance

Chief DeFrance informed the City Council that three new recruits were sworn in on Friday, March 6, 2026. They began academy training today.

ADJOURNMENT

A motion was made by Alderperson Oakes, seconded by Alderperson Rico, to adjourn the City Council meeting. A voice vote was taken. Motion carried. **6:45 p.m.**

Minutes taken and submitted by,

Wanda Roberts-Bontz, City Clerk

**MINUTES OF THE MEETING OF THE MAYOR
AND THE COMMITTEE-OF-THE-WHOLE OF
THE CITY OF EAST MOLINE, ILLINOIS
MONDAY, MARCH 2, 2026**

ROLL CALL

Mayor Pro-Tem Lynn Segura called the meeting to order and directed City Clerk Wanda Roberts-Bontz to call the roll. The following Alderpersons were present: Olivia Dorothy, Jeff Deppe, Larry Jones, Adam Guthrie, Rhea Oakes, Lynn Segura, and Jose Rico. **6:45 p.m.**

ADDITIONS/CORRECTIONS TO AGENDA

None

UKG, HR, Pay, & Workforce Software (John Showalter, Human Resources Director)

Human Resources and the Finance Office bring forward a recommendation to adopt **UKG (Ultimate Kronos Group) Human Resources, Payroll, and Workforce Management software** as our organization's next-generation workforce platform. This proposal follows a comprehensive review of our current systems, operational needs, compliance requirements, and long-term technology strategy. This platform is designed to work seamlessly with our current Finance Department software BS&A.

1. Addressing Inefficiencies in Current Processes

Our existing HR and payroll systems require significant manual intervention, rely on disparate databases, and have limited automation capabilities. These inefficiencies result in:

- Frequent data re-entry and corrections
- Increased risk of payroll and timekeeping errors
- Delays in onboarding and employee records processing
- Limited ability to analyze workforce data for decision-making

UKG provides a single, integrated solution that streamlines these processes and removes redundant administrative work.

2. Enhancing Compliance and Risk Management

Federal, state, and local labor regulations continue to evolve, and compliance remains a high-risk area—particularly in the areas of overtime, FMLA tracking, certifications, and workplace scheduling. UKG's system includes:

- Built-in labor-law compliance tools
- Automated audit trails
- Accurate accrual and leave management
- Real-time visibility into workforce activities

This reduces both compliance risk and the administrative burden placed on HR and payroll staff.

3. Improving Employee Experience and Accessibility

A key objective in modernizing our workforce systems is improving the employee experience. UKG offers:

- A mobile app for timekeeping, pay statements, benefits information, and schedule management
- Self-service tools that reduce dependency on HR for routine updates
- Faster onboarding and digital document management
- Greater transparency around pay, time, and leave

This supports a more engaged and informed workforce, which, in turn, strengthens retention and morale.

4. Strengthening Workforce Planning and Organizational Insight

UKG provides advanced analytics that help leadership make informed decisions. Through dashboards and real-time reporting, supervisors and executives gain:

- Insight into overtime trends and labor costs
- Accurate forecasting for staffing needs
- Improved ability to track performance metrics
- Consolidated HR and payroll data for strategic planning

This elevates workforce management from an administrative function to a data-driven strategic asset.

5. Long-Term Cost Efficiency and System Modernization

While the transition to UKG requires an investment, the long-term financial benefits include:

- Reduced manual overtime due to automation
- Lower error rates in payroll processing
- Consolidation of multiple systems into one platform
- Fewer third-party support and licensing costs
- Streamlined onboarding and reduced paper processes

Conclusion: The selection of UKG HR, Payroll, and Workforce Management software represents a critical step in modernizing our internal operations, improving service to employees, ensuring regulatory compliance, and providing leadership with the data needed to plan effectively. After detailed evaluation, staff recommends approval of the adoption and implementation of the UKG platform.

FINANCIAL IMPACT:

Line Item #	Line-Item Title	Department	Amount Budgeted	Available Funds	Amount Requested
010-140-52430.02	Professional Services	HR	\$21,000.00	\$21,000.00	\$21,000.00
715-000-52430	Wellness	Finance		\$400,000.00	\$40,666.80
TOTALS			\$21,000.00	\$421,000.00	\$61,666.80

Funding is a combination of budgeted HR finances
And a drawdown from Wellness rebates

RECOMMENDATION/REQUESTED ACTION: Approve

A motion was made by Alderperson Rico, seconded by Alderperson Guthrie, to concur with the recommendation as presented. Upon the roll call, the following voted in favor: Jones, Guthrie, Oakes, Segura, Rico, Dorothy, and Deppe. Motion carried.

WWTP – HDR Engineering Services for Design & Construction Bidding (Brian Glasgow, Wastewater Treatment Plant Director)

Late last year, the city advertised a Request for Qualifications (RFQ) for the Phase 1 Engineering Design of East Moline's Wastewater Treatment Plant improvements project to be funded with State of Illinois SRF funds. In response the city received 7 consultant proposals, all from qualified teams. In accordance with Federal and State Qualification Based Selection (QBS) requirements and per the city's QBS Policy, a selection team comprised of City Administrator Rothert, Wastewater Treatment Plant Director Glasgow, Finance Director Rodriguez, Engineering Director Kammler, and Chief Maintenance Mechanic Ian Pavelonis reviewed and ranked the proposals in prescribed categories. The selection team subsequently short-listed 3 firms and conducted follow-up interviews with these teams. After interviews, the selection team again met to discuss, rank and refine a recommended firm. In the end, HDR Engineering was selected primarily due to technical approach, past performance, and specialized experience.

Prior to selection, staff conducted in-depth project scoping meetings with HDR. Through this process a scope of engineering planning and design services was developed and refined. Attached is a contract for the scope of services agreed upon between city staff and HDR.

Representatives from the HDR team will be in attendance to briefly present the WWTP project and discuss the work that will comprise their professional services. The proposed contract fee is \$4,985,231. The budgeted amount/available funds listed are only for FY2026. The associated fees will be invoiced on a monthly basis and tentatively spaced out between March of 2026 through March of 2028. I've attached the rate study that HDR completed in February of 2025 which outlines available funding for this project's design.

FINANCIAL IMPACT:

Line Item #	Line-Item Title	Department	Amount Budgeted	Available Funds	Amount Requested
250-036-52930.02	Professional Services	WWTP	\$1,500,000.00	\$1,500,000.00	\$4,985,231.00
TOTALS			\$1,500,000.00	\$1,500,000.00	\$4,985,231.00

RECOMMENDATION/REQUESTED ACTION:

A motion was made by Alderperson Rico, seconded by Alderperson Dorothy, to concur with the recommendation as presented. Upon the roll call, the following voted in favor: Jones, Guthrie, Oakes, Segura, Rico, Dorothy, and Deppe. Motion carried.

2026 Resurfacing Program (MFT) (Tim Kammler, Director of Engineering)

In accordance with the FY2026 Capital Improvement Plan the Engineering Department has prepared recommendations for the city's Street Resurfacing Program to be bid and constructed under two (2) contracts, per the following:

- 1) Hot Mix Asphalt (HMA) Resurfacing which consists of installing hot mix asphalt over existing pavement.
- 2) Sealcoat resurfacing which consists of scarifying, re-grading, compacting, and adding aggregate of deteriorated sealcoat streets and alleys, and topping the reconstituted, compacted base with two coats of polymer oil & limestone chip.

The total amount budgeted for these two programs in FY'26 is \$800,000 in Motor Fuel Tax funds.

A map of the recommended improvement areas is attached for review and reference. Complete specifications and bidding documents will be available for review and comment at the East Moline Engineering & Maintenance Facility. Pending COW approval, bid letting dates will be set and final MFT document approval will be coordinated with IDOT. Complete bid tabulations and formal recommendation for award of contract (pending reasonable bid prices) will be forthcoming to the City Council at a meeting subsequent to each bid letting. Design, bidding and inspection for this project is being performed by staff in-house.

FINANCIAL IMPACT:

Line Item #	Line-Item Title	Department	Amount Budgeted	Available Funds	Amount Requested
100-000-52445.20	Construction	MFT	\$800,000.00	\$800,000.00	TBD
TOTALS			\$800,000.00	\$800,000.00	TBD

RECOMMENDATION/REQUESTED ACTION: Approve FY'26 Street Resurfacing for bidding

A motion was made by Alderperson Guthrie, seconded by Alderperson Rico, to concur with the recommendation as presented. Upon the roll call, the following voted in favor: Jones, Guthrie, Oakes, Segura, Rico, Dorothy, and Deppe. Motion carried.

UPDATE on 2010 Well-to-Water Conversion Program (Mark Rothert, City Administrator)

I. Background – 2010 Conversion Program. In 2010, the City implemented a neighborhood water infrastructure initiative intended to:

- Improve public health protections;
- Ensure access to treated municipal water;
- Strengthen fire protection capacity; and
- Transition properties from private wells to regulated municipal supply.

Property owners were advised that they were required to connect to the municipal system. Some properties were granted temporary deferral arrangements contingent upon water testing and time- based compliance review. At that time, several homeowners connected immediately and paid associated installation and usage costs.

II. Enforcement Timeline Issue. Based on administrative review it was determined that:

- The follow-up compliance review, anticipated approximately five years after initial implementation, did not occur in 2015 as originally contemplated.
- As a result, certain properties may have remained on private wells beyond the intended compliance timeline.
- Properties that connected in 2010 have been paying standard municipal water rates since connection. This has created a perception concern among early connectors who believe they were financially disadvantaged compared to those whose compliance was delayed.

III. Legal and Operational Context. It is important to clarify:

- Residents who connected received municipal water service for the duration of their payment history.
- The existence of delayed enforcement for other properties does not negate the validity of the original connection requirement.
- Municipal water rates reflect the cost of delivering treated, regulated water service and maintaining infrastructure capacity.

However, the inconsistency in enforcement timing has understandably raised concerns regarding equitable treatment.

IV. Nature of the Current Concern. A resident has publicly raised the concern that: Because enforcement follow-up did not occur in 2015, some neighbors may have avoided connection and related water costs for an extended period, while he has paid since he connected at the start of the centers on comparative fairness, not service validity.

V. Additional Public Health and Infrastructure Context. Some residents have questioned whether the absence of documented well water problems over the past fifteen years eliminates the need for municipal connection at this time. It is important to clarify that municipal water connection requirements are based on long-term public health standards, infrastructure reliability, and community-wide service consistency — not solely on whether an individual well has experienced a documented failure. Public health and utility regulations are structured around risk prevention and system-wide standards rather than retrospective outcomes. The presence of a municipal water main within a developed neighborhood establishes an infrastructure service standard intended to ensure:

- Consistent access to treated and regulated water supply;
- Fire suppression capacity and adequate system pressure;

- Reduced long-term groundwater contamination risk; and
- Uniform service delivery across similarly situated properties.

The fact that no individual contamination event may have occurred does not eliminate the policy basis for municipal service connection where required by ordinance. The City’s current review relates to enforcement consistency, not to a change in the underlying public health or infrastructure standards.

VI. Administrative Review Findings. Staff findings indicate the following:

- The intent of the 2010 program was uniform compliance.
- Enforcement tracking procedures at that time, nor in 2015, did not ensure structured follow-up.
- There is no evidence of selective enforcement based on improper criteria; rather, this appears to have been an administrative lapse in systematic follow-up.

VII. Recommended Corrective Measures. To resolve this issue responsibly and prevent recurrence, the following steps are recommended:

1. **Immediate Compliance Review.** Conduct a comprehensive audit of all properties subject to the 2010 conversion program to determine current connection status.
2. **Uniform Enforcement Action.** Where connection remains required under ordinance, establish a clear and uniform compliance timeline moving forward.
3. **Pursue Grant Funding.** Apply to DCEO’s infrastructure grant program to assist with water line installation of remaining homes in the target area.
4. **Formal Enforcement Tracking Protocol.** Adopt an administrative tracking procedure to ensure future infrastructure-related compliance programs include documented compliance deadlines; automated follow-up reminders; and assigned departmental responsibility.
5. **Equity Closure Consideration (If Directed by Council).** If Council wishes to address comparative fairness concerns, an option is to include a modest, one-time utility credit to early connectors. Any such action should serve as recognition of administrative inconsistency on the part of the as a policy-based resolution rather than retroactive reimbursement.

VIII. Fiscal Considerations. At this time:

- There is no legal requirement for retroactive reimbursement.
- Broad reimbursement of historic water payments would create significant financial exposure and precedent risk and is not advised.
- Any adjustment should be limited, clearly defined, and fiscally contained.

IX. Governance and Public Trust Considerations. The appropriate institutional response is:

- Transparent review
- Consistent application of ordinance
- Clear communication
- Systemic correction

The City’s responsibility is to ensure policies are applied uniformly and tracked appropriately moving forward.

X. Conclusion. The 2010 well-to-water conversion initiative was undertaken for legitimate public health and infrastructure reasons. While administrative follow-up in 2015 did not occur as originally anticipated, the appropriate response now is to:

- a. Ensure consistent enforcement;
- b. Clarify expectations;

- c. Close any compliance gaps; and
- d. Strengthen administrative processes.

Staff will proceed with the compliance audit unless otherwise directed by Council.

RECOMMENDATION/REQUESTED ACTION: Approval

No Vote - Information Only.

Retail Attraction Services (Mark Rothert, City Administrator)

Over the past several months, staff has evaluated the potential benefits of engaging a national retail recruitment consulting firm to assist the City in proactively attracting new retail and restaurant development. Retail recruitment is a specialized, relationship-driven process that involves multiple stages including:

- Market analytics and demographic positioning
- Direct engagement with corporate real estate directors
- Coordination with tenant representation brokers
- Financial analysis and site evaluation
- Negotiation, letters of intent, and lease/purchase agreements
- Developer coordination and construction

Retailers ultimately make decisions based on projected profitability and long-term performance, not simply interest from a community.

Based on discussions with consulting firms, the proposed services provided to the city would include:

1. Market Analysis & Positioning

- Detailed demographic and retail gap analysis
- Identification of target retail and restaurant categories
- Preparation of retailer-ready marketing materials
- Translation of local data into industry-standard retail language

2. Active Retail Recruitment

- Direct outreach to national and regional retailers
- Engagement with corporate real estate directors
- Leveraging existing industry relationships
- Ongoing communication campaigns to keep the City in retailer pipelines
- Presentation of viable local sites to retailers

3. Site & Broker Coordination

- Identification and promotion of specific development sites
- Relationship building with regional tenant-rep brokers

- Assistance in packaging both private and public sites
- Identification of off-market opportunities

4. Developer & Incentive Support

- Assistance evaluating development feasibility
- Consultation regarding potential public incentives when needed to make deals viable
- Coordination between City staff, developers, and retailers
- Support navigating zoning, signage, utilities, and access questions

5. Stakeholder Education & Reporting

- Regular prospect reporting updates
- Education of local property owners and stakeholders
- Ongoing strategic alignment with City economic development goals

In essence, the consultant would serve as an extension of the City’s economic development function, focused specifically on retail recruitment.

Strategic Considerations

Engaging a retail recruitment consultant would provide professional, relationship-based outreach to national and regional brands that the City would not otherwise access. The consultant would bring established industry connections, structured prospect tracking, and focused recruitment efforts without diverting staff from core responsibilities. This improves the City’s competitive positioning and ensures retail attraction is approached strategically and consistently.

Intergovernmental Cooperation

Silvis, Milan, East Moline, and Rock Island are collectively exploring this retail recruitment service as a coordinated regional effort. By banding together, the communities are able to leverage shared market strength, present a broader trade area to national retailers, and create efficiencies in outreach and recruitment strategy.

This collaboration also results in meaningful cost savings. What would typically be a \$50,000 annual engagement per city is reduced to \$30,000 per community through the joint approach. By sharing the expense while maintaining individual site promotion and local control, each city gains access to professional retail recruitment services at a significantly lower cost. This regional model strengthens competitiveness while demonstrating a unified commitment to attracting retail investment across the area.

Recommendation. Staff seeks Council direction on whether to proceed with negotiating and executing a professional services agreement for retail recruitment services at a cost of \$30,000 plus site visit expenses. If authorized:

1. The Retail Working Group, made up of key staff representatives from Silvis, Milan, East Moline and Rock Island, would select a preferred consultant based on proposals and presentations given to the group;
2. A professional services agreement would be drafted and entered into, upon city attorney review, with a selected firm;
3. The scope and reporting expectations would be finalized;
4. Performance benchmarks would be established; and
5. Active retailer outreach would begin within 60 days.

FINANCIAL IMPACT:

Line Item #	Line-Item Title	Department	Amount Budgeted	Available Funds	Amount Requested
092-000-52430.02	Professional Services	Business Development District	\$56,111.00	\$56,111.00	\$30,000.00
TOTALS			\$56,111.00	\$56,111.00	\$30,000.00

RECOMMENDATION/REQUESTED ACTION: Approval

A motion was made by Alderperson Deppe, seconded by Alderperson Guthrie, to concur with the recommendation as presented. Upon the roll call, the following voted in favor: Jones, Guthrie, Oakes, Segura, Rico, Dorothy, and Deppe. Motion carried.

ADJOURNMENT:

A motion was made by Alderperson Oakes, seconded by Alderperson Rico to adjourn the Committee-of-the-Whole meeting. A voice vote was taken. Motion carried. **7:20 p.m.**

Minutes taken and submitted,

Wanda Roberts-Bontz, City Clerk

Meeting Date: 3/16/2026

Total Payroll:	02/27/2026 Regular Wages	\$523,509.64	\$538,799.40
	02/27/2026 OT	\$15,289.76	
	AFSCME 2025 Backpay		

General Fund

010	General	\$292,969.61
016	Fed Drug	
017	Evidence	
020	Dept. Projects	
022	Seizures	

Special Revenue Funds

025	NHR	\$3,372.03
030	Library	
032	Lib Foundation	
033	Lib Building	
039	Riverfront TIF	
040	Strike it TIF	
042	Downtown TIF	
044	Port of Call TIF	
045	EM Glass TIF	
046	Kennedy Dr TIF	
047	Gateway TIF	
050	Garbage	\$295.58
060	Hotel / Motel	\$3,354.87
065	SSA	
075	Pool	
077	Swim Entry	
080	Mun Bond Pool	
090	Economic Dev	
092	Business District	
095	Library Cap Imprv	
100	MFT	
101	Greater Downtown Revitalize (RAISE)	\$617,841.50

Internal Service Fund

150	Motor Pool	\$27,332.62
-----	------------	-------------

Enterprise Funds

200	Water Fund	\$47,659.65
250	Sewer Fund	\$51,551.95
300	Drainage	\$5,322.53
310	EM Loan	
320	HUD	

Capital Improvement Fund

400	Parks Cap Improv	
-----	------------------	--

Trust Funds

500	Trust Fund Fire	
510	Trust Fund Police	

Debt Service

520	Pension Obl Bond	
525	GO Bond	

Risk Management

650	Risk Management	\$5,591.63
-----	-----------------	------------

Information Technology

652	IT Chargebacks	\$15,782.62
-----	----------------	-------------

Health

700	Health Insurance	
710	H & H	
715	Employ Health	\$3,041.70

Total Bills **\$1,074,116.29**

Checks Written but need Approval

Grant Total **\$1,074,116.29**

City of East Moline Payroll Report
Pay Date: 02/13/2026

Name	Gross
Bldg & Grounds	
DIES, DAVID D.	302.22
RAMIREZ, STEPHEN J	457.05
	\$759.27
Elected Officials	
CUMMINS-LOWERY, GLYNIS M.	115.20
DEPPE, JEFFREY	138.40
DOROTHY, OLIVIA	138.40
FREEMAN, REGINALD W	711.60
GUTHRIE, ADAM	138.40
JONES, LARRY T.	138.40
OAKES, RHEA	138.40
RICO, JOSE R	138.40
ROBERTS-BONTZ, WANDA	276.80
SEGURA, LYNN A	138.40
	\$2,072.40
Exempt	
BOHANNON, ROBERT L.	3,007.23
BRANDSTETTER, AMY	2,978.86
CARR, MEGHAN H.	2,727.92
CRUZ, JORGE	3,118.98
GLASGOW, BRIAN W.	4,264.04
GORISHEK KMOCH, LINDSAY	3,604.21
GRAHAM, JAMES A.	4,341.36
HARRINGTON, JAMES G.	2,605.24
HUBER, BRIANNA	4,868.27
KAMMLER, TIMOTHY D.	6,401.20
KAUZLARICH, JOSEPH E	3,302.88
MC LAUGHLIN, ERIC	4,466.40
MEYER, SEAN M.	3,310.35
MILLER, JOSEPH B	4,497.04
MOTZER, KATHRYN M	3,769.36
PORTER, MERANDA P	3,302.87
REICH, SANDRA E	3,252.88
RODRIGUEZ, KIMBERLY	5,206.17
ROTHERT, MARK A.	7,595.60
SHOWALTER, JOHN P.	4,541.05
STONE, NATHAN D.	1,955.60
VORVA, BRIAN	4,848.40
WILLIAMS, ERICA K.	4,597.20
WYMES, TIMOTHY	4,589.68
	\$97,152.79
Fire Department	
ADE, SAMUEL L.	2,932.65
BENSON, CONNOR	3,213.72
BERGEN, JUSTIN T	3,726.12
BORIS, KENNETH E.	3,561.96
BRODY, ANDREW J.	2,238.60
CHAPPELL, CHRISTOPHER R.	3,300.66
COLMER, ADAM	3,473.40
DE BLIECK, JOSEPH F	3,614.10
FORD, ISAAH A.	2,582.42
FRERICHS, BENJAMIN	3,473.40
GRIPP, ELIJAH L.	3,019.75

GROH, PHILLIP	3,594.94
HICKERSON, LOGAN	3,137.07
HOERTZ, JUSTIN J	4,956.15
HOUTEKIER, BENJAMIN B	3,717.11
HOVIND, TRISTAN	2,238.60
JACOBS, JUSTIN	3,847.70
KRAUS, NATHAN	2,660.76
LADGENSKI, ADAM J	3,550.05
LIVINGSTON, JARED T.	2,217.60
LOGAN, TANNER E.	2,332.41
MARTIN, CHRISTOPHER W.	3,750.60
MURPHY, MARKUS	2,950.17
OLSON, ETHAN	2,643.24
POWELL, JORDAN	3,501.86
REED, JACOB C.	3,490.92
REINA, CARLA A.	2,484.85
RETTIG, MICHAEL P.	3,629.97
RHOADES, JACKSON R.	2,506.35
SEARL, PRESTON	2,967.69
SOTTOS, SETH M.	2,568.85
SZYMBORSKI II, JAMES A	3,938.94
WILKERSON, JOSHUA	3,955.77
YOUNG, NICHOLAS	3,473.40
	\$109,251.78
Fire Exempt	
ARMSTRONG, DARRIN S	4,309.20
CAVES, TODD L.	4,439.40
DE FRANCE, ROBERT G.	5,312.08
HURLEY, HEATHER	2,702.24
SIMMONS, JASON W.	4,183.20
	\$20,946.12
Finance Office	
MARTINEZ, CHELSEA M.	2,675.20
MUNOZ, CAROLEE	2,761.60
PAUSTIAN, JENNIFER	2,604.00
TONEY, TAMEKA L.	2,719.20
	\$10,760.00
Maintenance Services	
CLARK, DANIEL	2,843.88
DAVIS, TIMOTHY L	3,091.94
DUNBAR, AARON M.	2,912.00
DYKEMA, JONI R.	2,604.00
ELLIS, RYAN	5,340.95
GLANCEY, ANTHONY	2,630.23
HERNANDEZ, MARCELO	2,972.80
KEITH, BRENDAN L.	2,600.00
KINDELSPERGER, ARON D.	2,889.20
LEDFORD, JAYSON	2,657.60
LINDERMAN, OTTO	2,600.00
LOPEZ, ALBERTO	2,663.83
MARTIN, MARCUS	2,628.80
MATHIS, JEDEDIAH J	2,811.21
MURPHY, RONALD B.	2,787.78
PETERSEN, AMY C	2,996.00
SCHULTZ, BRANDT	2,686.40
SOLIZ, JAMES A	3,101.60
SPRIET, TRAVIS D.	2,740.80

WAKEFIELD, JAMES A	2,961.44
WALES, KRISTOPHER	2,906.66
WALTON, ERIC S.	2,944.00
WILLIAMS, KYLE A.	2,972.80
	\$67,343.92

Police Department

ALVA, JOSE	4,094.34
BERGE, JAYSON R	3,263.20
BOELEN, MEGAN L	3,168.00
BRICKNER, DOUG	3,492.00
BROSNAN, AARON F	4,890.00
CAVIOLA, NICHOLAS S.	3,641.10
CORNELL, MICHAEL C	3,616.80
COX, LORENZO D	2,826.40
DECKER, SETH W	3,659.48
DOAGE, NICHOLAS	2,668.00
DROBNEY, MATTHEW W.	4,977.75
EDKIN, DUSTIN W.	5,260.24
FRANKOWSKI, ANTHONY	4,008.00
GATES, ZACHARY	3,196.74
GRAFTON, BRADY D	3,097.20
HOFFMAN, ERIK T.	3,817.21
HOSKINS, BRENNAN K.	2,702.50
INGRAM, CHRISTIAN	2,643.20
JOHNSON, JOHN M	4,020.40
JONES, GREGORY S.	4,565.86
KERNAN, JORDAN T.	2,907.20
KISTNER, GARRETT A.	4,497.64
MOORE, LEVI S.	4,481.16
PAXTON-WHITTINGTON, JOSEPH	3,404.67
PUSTELNIK, CHASE G.	3,676.81
REEVES, RILEY	3,788.42
ROWAN, DYLAN M	3,247.10
RUMMERY, DAVID V.	4,949.75
SCHULTZ, COBY D.	3,063.35
SCHULTZ, KYLE E	4,257.04
STAES, TRAVIS	4,683.63
TEAGUE, BEN C	2,985.60
WOLFE, LOGAN A.	6,591.41
WOOD, TANNER	3,287.20
ZIMMER, ADAM P.	3,223.20
CULLEN, ALYSSA	2,812.00
JOHNSON, MICHAEL R.	2,628.80
LIND, WILLIAM R	2,514.40
PRATT, RYLEE	2,704.00
	\$143,311.80

Police Exempt

JOHNSON, COLLETTE M	2,742.80
KRATT, JASON J	4,620.94
RAMSEY, JEFFREY J	5,156.19
	\$12,519.93

WWTP

AYALA, LENCHO T.	2,579.20
BRANCH, LUTHER	3,294.08
BRASEL, TANNER	3,867.20
DAUBMAN, ERIK L	2,183.68
GOSNEY, MARK K.	2,916.01

HAMPSEY, TANNER	2,636.10
HENNINGSEN, ADAM	2,782.40
JANOLO, JOHNATHON	2,571.20
LOOKINGBILL, KENNETH	3,371.40
MADSON, ERIK J.	2,586.40
MELODY, KARLA K.	2,714.40
PAVELONIS, IAN K	2,912.00
VAN VOLTENBURG, ERIC	2,794.40
WEEDE, CHAD E.	3,069.60
WHITE, TED	2,550.40
	\$42,828.47

WTP

AUTUMN, ELIZA	2,888.00
BARBER, JARED	2,886.80
BARBER, PERRY A	2,739.20
BOWEN, JOSHUA B	3,368.36
FRONK, CHRISTOPHER A.	2,900.48
LAIRD, JACOB	2,586.40
MCGEEHON, ROBERT A.	3,030.40
SNEADE, FRED A	2,966.40
THOMPSON, ALEC	2,702.88
THOMPSON, DAVID L.	2,986.40
WALTERS, REGINA M.	2,797.60
	\$31,852.92

Grand Total	*	\$538,799.40
--------------------	---	---------------------

**CITY OF EAST MOLINE
OVERTIME REPORT
3/13/2026**

DEPARTMENT	NUMBER OF HOURS	AMOUNT
ADMINISTRATION	0	\$0.00
FIRE	26	\$1,355.84
POLICE	14	\$867.84
PUBLIC WORKS	44.34	\$5,266.20
WATER PLANT	18	\$2,075.52
WASTEWATER PLANT	47.45	\$5,724.36
TOTAL	149.79	\$15,289.76

DAUBMAN, ERIK L	2,994.95
DAUGHERTY, DON W	721.21
GOSNEY, MARK K.	3,000.76
HAMPSEY, TANNER	1,603.57
HENNINGSEN, ADAM	2,812.47
JANOLO, JOHNATHON	1,904.14
JOHNSON, DANIELLE A.	215.75
LOOKINGBILL, KENNETH	6,191.13
MELODY, KARLA K.	2,662.40
PAVELONIS, IAN K	2,816.15
VAN VOLTENBURG, ERIC	4,073.58
WEEDE, CHAD E.	3,017.44
AUTUMN, ELIZA	4,624.07
BARBER, JARED	2,623.26
BARBER, PERRY A	2,849.09
BOWEN, JOSHUA B	2,967.84
FRONK, CHRISTOPHER A.	4,267.90
LAIRD, JACOB	1,594.07
MCGEEHON, ROBERT A.	3,375.17
SNEADE, FRED A	3,650.88
THOMPSON, ALEC	2,240.76
THOMPSON, DAVID L.	3,019.88
WALTERS, REGINA M.	3,785.60
Totals: 64	<u>182,119.93</u>

AFSCME 2025 Back Pay - Special Payroll

Pay Date: 3/13/2026

Name	Gross
DIES, DAVID D.	450.90
MOTZER, KATHRYN M	1,258.00
MARTINEZ, CHELSEA M.	2,231.50
MUNOZ, CAROLEE	3,247.30
PAUSTIAN, JENNIFER	3,797.34
TONEY, TAMEKA L.	3,626.45
CLARK, DANIEL	2,438.93
DAVIS, TIMOTHY L	4,083.35
DIXON, KEVIN	343.90
DUNBAR, AARON M.	4,662.74
DYKEMA, JONI R.	4,415.37
ELLIS, RYAN	1,422.81
GLANCEY, ANTHONY	2,084.41
GOSA, JONATHON	1,727.55
HANDEL, DAYTON	1,054.92
HENDRICKS, KYLE	281.17
HERNANDEZ, MARCELO	3,951.78
KEITH, BRENDAN L.	1,939.27
KINDELSPERGER, ARON D.	3,009.10
LANXON, CODY	388.46
LEDFORD, JAYSON	2,102.70
LINDERMAN, OTTO	1,988.53
MARTIN, MARCUS	2,046.70
MATHIS, JEDEDIAH J	2,550.30
MURPHY, RONALD B.	2,071.42
PETERSEN, AMY C	3,941.45
SCHULTZ, BRANDT	2,044.65
SOLIZ, JAMES A	3,930.58
SPRIET, TRAVIS D.	4,140.13
TAPIA, ELIAZAR	1,468.55
WAKEFIELD, JAMES A	3,133.32
WALES, KRISTOPHER	3,170.04
WALTON, ERIC S.	5,391.80
WILLIAMS, KYLE A.	3,722.10
CULLEN, ALYSSA	2,639.84
JOHNSON, MICHAEL R.	2,485.77
LIND, WILLIAM R	5,786.88
PRATT, RYLEE	5,248.47
AYALA, LENCHO T.	2,297.96
BRANCH, LUTHER	4,356.37
BRASEL, TANNER	4,175.05

INVOICE DISTRIBUTION REPORT FOR CITY OF EAST MOLINE

EXP CHECK RUN DATES 03/19/2026 - 03/19/2026

POSTED AND UNPOSTED

OPEN

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 010 GENERAL					
Department: 100 CITY ADMIN					
010-100-52450.10	MEETINGS	CITY OF BETTENDORF	STATE OF THE CITY (3)	20.00	None
010-100-52455.00	PRINTING	ADVANCED BUSINESS SYSTEMS	COPY MACHINE	147.80	None
				<u>Total Department 100 CITY ADMIN</u>	
				167.80	
Department: 105 CITY COUNCIL/EXEC & LEG					
010-105-52450.10	MEETINGS	CITY OF BETTENDORF	STATE OF THE CITY (3)	20.00	None
010-105-52454.01	COMMUNITY RELATIONS	THE BEND EVENT CENTER	STATE OF THE CITY	3,252.02	None
010-105-52454.01	COMMUNITY RELATIONS	MID AMERICAN ENERGY	UTILITY BILLS	28.33	None
				<u>Total Department 105 CITY COUNCIL/EXEC & LEG</u>	
				3,300.35	
Department: 145 INSPECTIONS					
010-145-52450.23	TRAINING	ILLINOIS TOLLWAY	TOLLS	14.30	None
				<u>Total Department 145 INSPECTIONS</u>	
				14.30	
Department: 150 COMMUNITY DEVELOPMENT					
010-150-52986.00	MISCELLANEOUS EXPENSE	CITY OF BETTENDORF	STATE OF THE CITY (3)	20.00	None
010-150-52986.00	MISCELLANEOUS EXPENSE	BI-STATE REGIONAL COMMISS.	CEO-CAO MEETING	27.25	None
				<u>Total Department 150 COMMUNITY DEVELOPMENT</u>	
				47.25	
Department: 155 DEMOLITION					
010-155-52445.50	NEIGHBORHOOD STABIL FUND	ROBERTS CUSTOM MOWING	PROPERTY MAINTENANCE	150.00	None
				<u>Total Department 155 DEMOLITION</u>	
				150.00	
Department: 160 LEGAL SERV					
010-160-52430.02	PROFESSIONAL SERVICES	ROCK ISLAND COUNTY RECORDER	LAREDO ACCESS	101.00	None
010-160-52430.02	PROFESSIONAL SERVICES	Ancel Glink	MARCH RETAINER	10,000.00	None
010-160-52430.02	PROFESSIONAL SERVICES	Ancel Glink	LEGAL SERVICES	1,491.04	None
				<u>Total Department 160 LEGAL SERV</u>	
				11,592.04	
Department: 190 BLD & GROUNDS					
010-190-52441.10	UTILITIES	MID AMERICAN ENERGY	UTILITY BILLS	2,993.66	None
010-190-52773.00	FACILITY IMPROVEMENTS	Empire Electric Inc	OUTLET REPLACE FINANCE OFFICE	135.00	None
010-190-52773.10	FACILITY MAINTENANCE	THYMET PEST CONTROL	PEST CONTROL	45.00	None
				<u>Total Department 190 BLD & GROUNDS</u>	
				3,173.66	
Department: 220 FIRE DEPT					
010-220-52322.31	EMS EQUIPMENT	MED TECH RESOURCE LLC	TRAUMA BAG	203.21	None
010-220-52322.31	EMS EQUIPMENT	MED TECH RESOURCE LLC	DEFIB RECORDING PAPER	104.30	None
010-220-52364.00	DUES AND SUBSCRIPTIONS	ILLINOIS FIRE SERVICE ADMIN	IFSAP MEMBERSHIP RENEWAL	60.00	None
010-220-52441.10	UTILITIES	MID AMERICAN ENERGY	UTILITY BILLS	1,622.68	None
				<u>Total Department 220 FIRE DEPT</u>	
				1,990.19	
Department: 230 ESDA					
010-230-52441.10	UTILITIES	MID AMERICAN ENERGY	UTILITY BILLS	165.95	None
				<u>Total Department 230 ESDA</u>	
				165.95	
Department: 260 POLICE DEPT					
010-260-52421.61-000007151	PD CORA TOW EXPENSE	QUAD CITY TOWING		315.00	None
010-260-52421.61-000007151	PD CORA TOW EXPENSE	QUAD CITY TOWING		395.00	None
010-260-52421.61-000007151	PD CORA TOW EXPENSE	QUAD CITY TOWING		475.00	None
010-260-52421.61-000007151	PD CORA TOW EXPENSE	QUAD CITY TOWING		315.00	None
010-260-52421.61-000007151	PD CORA TOW EXPENSE	QUAD CITY TOWING		285.00	None

INVOICE DISTRIBUTION REPORT FOR CITY OF EAST MOLINE

EXP CHECK RUN DATES 03/19/2026 - 03/19/2026

POSTED AND UNPOSTED

OPEN

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 010 GENERAL					
Department: 260 POLICE DEPT					
010-260-52421.61-000007151	PD CORA TOW EXPENSE	QUAD CITY TOWING		395.00	None
010-260-52421.61-000007151	PD CORA TOW EXPENSE	QUAD CITY TOWING		515.00	None
010-260-52421.61-000007151	PD CORA TOW EXPENSE	QUAD CITY TOWING		355.00	None
010-260-52421.61-000007151	PD CORA TOW EXPENSE	QUAD CITY TOWING		235.00	None
010-260-52421.61-000007151	PD CORA TOW EXPENSE	QUAD CITY TOWING		235.00	None
010-260-52421.61-000007151	PD CORA TOW EXPENSE	QUAD CITY TOWING		355.00	None
010-260-52421.61-000007151	PD CORA TOW EXPENSE	QUAD CITY TOWING		235.00	None
010-260-52421.61-000007151	PD CORA TOW EXPENSE	QUAD CITY TOWING		435.00	None
010-260-52421.61-000007151	PD CORA TOW EXPENSE	QUAD CITY TOWING		275.00	None
010-260-52421.61-000007151	PD CORA TOW EXPENSE	QUAD CITY TOWING		285.00	None
010-260-52421.61-000007151	PD CORA TOW EXPENSE	QUAD CITY TOWING		305.00	None
010-260-52431.04	MARCH RMS FEES	R.I. COUNTY SHERIFF'S DEPT		1,611.04	None
010-260-52431.05	2/27/26 CORA CASES	MUNICIPAL CODE ENFORCEMENT		1,550.00	None
010-260-52431.05-000007151	2/20/26 CORA CASES	MUNICIPAL CODE ENFORCEMENT		750.00	None
010-260-52450.23	M JOHNSON ANNUAL MEMBERSHI	ILLOWA		25.00	None
010-260-52543.11	COPY MACHINE-FEB	ADVANCED BUSINESS SYSTEMS		39.25	None
010-260-52543.30	ANNUAL CONTRACT-	PowerDMS Inc.		550.00	None
010-260-52774.01	OC SPRAY (32)	UNIFORM DEN INC		632.00	None
010-260-52774.01	INSTALL PRINTERS INTO SQUA	RACOM CORP		975.00	None
				Total Department 260 POLICE DEPT	11,542.29
Department: 265 QCOM					
010-265-52443.02	2026 QT 2	QCOMM911		203,508.00	None
				Total Department 265 QCOM	203,508.00
Department: 290 ST & BRIDGE					
010-290-52361.00	GENERAL SUPPLIES	RIVERSTONE GROUP INC	IL STATE BASE CM6	281.56	None
010-290-52430.02	PROFESSIONAL SERVICES	JESSE LEMASTER	8 WILLOWS TAKE DOWN	3,000.00	None
010-290-52441.10	UTILITIES	MID AMERICAN ENERGY	UTILITY BILLS	4,519.64	None
				Total Department 290 ST & BRIDGE	7,801.20
Department: 300 ENGINEERING					
010-300-52980.00	CONTINGENCIES	ABBITT SURVEY & DEVELOPMEN	25-208-EM-BTC-VARIOUS_TASK D	1,122.50	None
				Total Department 300 ENGINEERING	1,122.50
Department: 310 LIGHTS & SIGNALS					
010-310-52362.21	TRAFFIC SIGNAL POWER	MID AMERICAN ENERGY	UTILITY BILLS	1,209.32	None
				Total Department 310 LIGHTS & SIGNALS	1,209.32
Department: 320 STREET LIGHTING					
010-320-52462.20	STREET LIGHT POWER	MID AMERICAN ENERGY	UTILITY BILLS	14,990.29	None
				Total Department 320 STREET LIGHTING	14,990.29
Department: 340 LANDFILL HOST					
010-340-52430.02	PROFESSIONAL SERVICES	ANDREWS ENGINEERING	LANDFILL HOST THROUGH 2/15/26	2,326.16	None
010-340-52773.00	FACILITY IMPROVEMENTS	MID AMERICAN ENERGY	UTILITY BILLS	135.44	None
				Total Department 340 LANDFILL HOST	2,461.60
Department: 350 PARKS DEPT					
010-350-52386.00	MISC EXPENSE	SPRIET, TRAVIS	CDL REIMBURSEMENT	30.00	None
010-350-52441.10	UTILITIES	MID AMERICAN ENERGY	UTILITY BILLS	1,519.57	None
010-350-52773.10	FACILITY MAINTENANCE	THYMET PEST CONTROL	PEST CONTROL PARKS GARAGE	35.00	None

INVOICE DISTRIBUTION REPORT FOR CITY OF EAST MOLINE

EXP CHECK RUN DATES 03/19/2026 - 03/19/2026

POSTED AND UNPOSTED

OPEN

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 010 GENERAL					
Department: 350 PARKS DEPT					
				Total Department 350 PARKS DEPT	1,584.57
Department: 360 REC (JACOBS PARK)					
010-360-52352.24	2026 LIQUOR LIABILITY RENE	ILLINOIS CASUALTY COMPANY	2026 LIQUOR LIABILITY RENEWAL	913.00	None
				Total Department 360 REC (JACOBS PARK)	913.00
Department: 370 RUNNER PARK					
010-370-52441.10	UTILITIES	MID AMERICAN ENERGY	UTILITY BILLS	44.30	None
				Total Department 370 RUNNER PARK	44.30
Department: 390 PUBLIC BENEFIT					
010-390-52774.30	P-25 RADIO CONTRACT- QT 1	R.I. COUNTY SHERIFF'S DEPT		13,595.50	None
010-390-52774.30	P-25 RADIO CONTRACT QT 2	R.I. COUNTY SHERIFF'S DEPT		13,595.50	None
				Total Department 390 PUBLIC BENEFIT	27,191.00
				Total Fund 010 GENERAL	292,969.61
Fund: 025 NHR					
Department: 000					
025-000-52445.21	MS CONCRETE	HAHN READY MIX COMPANY	4700 5TH ST	774.37	None
025-000-52445.21	MS CONCRETE	HAHN READY MIX COMPANY	ROAD REPAIR 544 39TH AVE	2,597.66	None
				Total Department 000	3,372.03
				Total Fund 025 NHR	3,372.03
Fund: 050 GARBAGE					
Department: 000					
050-000-52430.10	LANDFILL FEES	UPPER R I COUNTY LANDFILL	MISC DISPOSAL	295.58	None
				Total Department 000	295.58
				Total Fund 050 GARBAGE	295.58
Fund: 060 HOTEL MOTEL					
Department: 000					
060-000-52430.01	PROFESSIONAL FEES	MINDFIRE COMMUNICATIONS	SOCIAL MEDIA	3,354.87	None
				Total Department 000	3,354.87
				Total Fund 060 HOTEL MOTEL	3,354.87
Fund: 101 GREATER DOWNTOWN REVITALIZE PROJECT					
Department: 000					
101-000-52490.00	RAISE GRANT EXP	CRAWFORD MURPHY & TILLY	RAISE GRANT EXP 1/1/26 - 1/21/26	42,311.83	None
101-000-52490.00	RAISE GRANT EXP	HUTCHISON ENGINEERING, INC	RAISE GRANT CONSTRUCTION ENGINEERING	54,123.64	None
101-000-52490.00	RAISE GRANT EXP	TREASURER, STATE OF ILLINO	RAISE GRANT 15TH AV/6TH ST/13TH ST	521,406.03	None
				Total Department 000	617,841.50
				Total Fund 101 GREATER DOWNTOWN REVITALIZE PROJECT	617,841.50
Fund: 150 MOTOR POOL					
Department: 000					
150-000-52749.51	VEHICLE ACQUISITION	RACOM CORP	OUTFIT NEW DISTRICT	5,841.75	None
150-000-52749.51	VEHICLE ACQUISITION	ENTERPRISE FM TRUST	LEASED VEHICLES	11,045.00	None
150-000-52749.52	VEHICLE LEASE	ENTERPRISE FM TRUST	LEASED VEHICLES	5,558.98	None
150-000-52862.06-000004010	FUEL FLEET	WEX BANK		34.74	None

INVOICE DISTRIBUTION REPORT FOR CITY OF EAST MOLINE

EXP CHECK RUN DATES 03/19/2026 - 03/19/2026

POSTED AND UNPOSTED
OPEN

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 150 MOTOR POOL					
Department: 000					
150-000-52874.41-000004005	VEHICLE REPAIRS	ARMOR EQUIPMENT	MISC PARTS FOR STREET SWEEPER	2,700.76	None
150-000-52874.41-000004009	VEHICLE REPAIRS	MAC QUEEN EMERGENCY GROUP	MISC	695.51	None
150-000-52874.41-000004010	VEHICLE REPAIRS	ENTERPRISE FM TRUST		1,455.88	None
				Total Department 000	27,332.62
				Total Fund 150 MOTOR POOL	27,332.62
Fund: 200 WATER FUND					
Department: 020 WATER PLANT					
200-020-52343.15	OFFICE FURNITURE & EQUIPME	OFFICE MACHINE CONSULTANTS	WTP COPIER	62.46	None
200-020-52361.20-000000220	POSTAGE	QUAD CITY PRESS	POSTAGE - LEAD POSTCARD	3,792.70	None
200-020-52380.11	SAFETY GEAR	AUTUMN, ELIZA	ADDITIONAL REIMBURSMNT FOR SAFETY BO	25.00	None
200-020-52380.11	SAFETY GEAR	BARBER, JARED	SAFETY BOOT ADDITIONAL REIMBURSEMENT	24.65	None
200-020-52380.11	SAFETY GEAR	BOWEN, JOSH	SAFETY BOOT ADDITIONAL REIMBURSEMENT	25.00	None
200-020-52380.11	SAFETY GEAR	FRONK, CHRISTOPHER	SAFETY BOOT ADDITIONAL REIMBURSEMENT	25.00	None
200-020-52430.03-020025010	ENGINEERING PROF SERVICES	PACE ANALYTICAL SERVICES L	EM PFAS	1,110.00	None
200-020-52430.12	LAB PROFESSIONAL SERVICES	PACE ANALYTICAL SERVICES L	EM TOC	80.00	None
200-020-52430.12	LAB PROFESSIONAL SERVICES	PACE ANALYTICAL SERVICES L	EM TOC	80.00	None
200-020-52430.12	LAB PROFESSIONAL SERVICES	PACE ANALYTICAL SERVICES L	EM THM_HAA	480.00	None
200-020-52430.12	LAB PROFESSIONAL SERVICES	PACE ANALYTICAL SERVICES L	EM GD	375.00	None
200-020-52430.12-000000220	LAB PROFESSIONAL SERVICES	PACE ANALYTICAL SERVICES L	EM CORR LOOP STUDY	17.50	None
200-020-52441.10	UTILITIES	E-QUANTUM CONSULTING, LLC	NATURAL GAS CONSULTING	75.00	None
200-020-52441.10	UTILITIES	MID AMERICAN ENERGY	UTILITY BILLS	13,887.26	None
200-020-52443.30	UF EQUIPMENT REPAIRS	RONKEN INDUSTRIES INC.	CAPACITORS FOR CALGON CABINETS	2,650.17	None
200-020-52443.37	SOLIDS REMOVAL EQUIPMENT R	HUPP ELECTRIC MOTORS	FLOC MOTORS - 1 1800 143TC TEFC GLOBA	1,654.63	None
200-020-52450.23	TRAINING	ITTER SAFETY & FACILITY S	ELECTRICAL SAFETY TRAINING 4-HOUR	2,925.00	None
200-020-52461.53	CHLORINE	HAWKINS INC	CHLORINE	6,965.15	None
200-020-52461.56	ALUM	USALCO	ALUM	5,150.29	None
200-020-52464.00	DUES AND SUBSCRIPTIONS	IPWMAN	2026 MEMBERSHIP INVESTMENT - BHUBER	250.00	None
200-020-52774.30-020024003	CAPITAL PURCHASE	PACE ANALYTICAL SERVICES L	EM CORR LOOP STUDY	210.00	None
				Total Department 020 WATER PLANT	39,864.81
Department: 021 WATER UTIL BILLING					
200-021-52361.20	POSTAGE	THE DATA CENTER LLC	UTILITY BILLS	2,040.42	None
200-021-52949.61	MC/VISA FEES	INVOICE CLOUD	CREDIT CARD FEES	1,257.56	None
200-021-52949.62	MC/VISA ONLINE (XPRSSBILLP	XPRESS BILL PAY	CREDIT CARD FEES	292.54	None
				Total Department 021 WATER UTIL BILLING	3,590.52
Department: 022 WATER DIST					
200-022-52361.01	MATERIALS GENERAL	RIVERSTONE GROUP INC	STOCKPILE	327.83	None
200-022-52361.01	MATERIALS GENERAL	QUAD CITIES WINWATER	20FT 16X20 C905 DR18 G3 PIPE	930.60	None
200-022-52361.01	MATERIALS GENERAL	RIVERSTONE GROUP INC	IL ST FILL SAND FA6	973.39	None
200-022-52450.23	TRAINING	SCHULTZ, BRANDT	BRANDT SCHULTZ CDL REIUMBURSEMENT	35.00	None
200-022-52773.10	FACILITY MAINTENANCE	BRADY (J.L.) COMPANY	LOBBY WALL HEATER SERVICE CALL	187.50	None
200-022-52773.10	FACILITY MAINTENANCE	THYMET PEST CONTROL	MONTHLY PEST CONTROL MAINTENANCE GARA	55.00	None
				Total Department 022 WATER DIST	2,509.32
Department: 023 WATER CAP IMPR					
200-023-52430.02	PROFESSIONAL SERVICES	CRAWFORD MURPHY & TILLY	EM# 017-2025 LSL REPLACEMENT	1,695.00	None
				Total Department 023 WATER CAP IMPR	1,695.00

INVOICE DISTRIBUTION REPORT FOR CITY OF EAST MOLINE

EXP CHECK RUN DATES 03/19/2026 - 03/19/2026

POSTED AND UNPOSTED
OPEN

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 200 WATER FUND				Total Fund 200 WATER FUND	47,659.65
Fund: 250 SEWER FUND					
Department: 030 SEWER PLANT					
250-030-52430.02	PROFESSIONAL SERVICES	Baxter & Woodman	LOCAL LIMITS PHASE 2 ANNUAL REPORT AS	240.00	None
250-030-52441.10	UTILITIES	E-QUANTUM CONSULTING, LLC	NATURAL GAS CONSULTING	75.00	None
250-030-52441.10	UTILITIES	MID AMERICAN ENERGY	UTILITY BILLS	16,564.84	None
250-030-52443.11	CONTRACTS/MAINT AGREEMENT	WELLS FARGO FINANCIAL LEAS	COPIER COVERAGE 02/26/2026-03/25/2026	126.52	None
250-030-52443.11	CONTRACTS/MAINT AGREEMENT	XEROX/RK DIXON	COPIER CONTRACT 03/22/2026-04/21/2026	153.14	None
250-030-52443.24	LANDFILL FEES	UPPER R I COUNTY LANDFILL	LANDFILL FEES	2,040.99	None
250-030-52461.70	OTHER CHEMICALS	STATE CHEMICAL PRODUCTS	SLUDGE HAMMER, PRIMEZYME	2,521.92	None
250-030-52464.00	DUES AND SUBSCRIPTIONS	GENESEO COMMUNICATIONS	DIRECT FIBER	100.00	None
250-030-52464.00	DUES AND SUBSCRIPTIONS	Aquatic Inofrmatics Inc.	WIMS INTERFACE SCADA, JOBCAL PLUS SUP	14,888.95	None
250-030-52543.00	EQUIPMENT REPAIRS	TROJAN TECHNOLOGIES CORP	UV BANK REPAIR	3,656.03	None
250-030-52543.00	EQUIPMENT REPAIRS	BRADY (J.L.) COMPANY	RPZ LEAKING: FLUSHED RPZ	125.00	None
250-030-52774.01	GENERAL EQUIPMENT	HACH CHEMICAL	15M PROBE EXTENSION	510.20	None
250-030-52774.01	GENERAL EQUIPMENT	BONNELL INDUSTRIES, INC.	TOMMYGATE WITH 55X38 PLATFORM, INSTAL	5,947.51	None
				Total Department 030 SEWER PLANT	46,950.10
Department: 031 S UTIL BILLING					
250-031-52361.20	POSTAGE	THE DATA CENTER LLC	UTILITY BILLS	2,040.42	None
250-031-52849.61	MC/VISA FEES	INVOICE CLOUD	CREDIT CARD FEES	1,257.56	None
				Total Department 031 S UTIL BILLING	3,297.98
Department: 032 SEWER COLLECTION					
250-032-52441.10	UTILITIES	MID AMERICAN ENERGY	UTILITY BILLS	119.87	None
				Total Department 032 SEWER COLLECTION	119.87
Department: 036 SEWER CAPITAL IMPROVEMENT					
250-036-52925.91	SEWER COLLECTION IMPROVEME	WOLLER III, FRED W.	RAVINE B ACCESS RD	1,184.00	None
				Total Department 036 SEWER CAPITAL IMPROVEMENT	1,184.00
				Total Fund 250 SEWER FUND	51,551.95
Fund: 300 DRAINAGE					
Department: 000					
300-000-52441.10	UTILITIES	MID AMERICAN ENERGY	UTILITY BILLS	740.58	None
300-000-52474.06	GENERATOR MAINT - SUGAR CR	INTERSTATE POWERSYSTEMS	SUGAR CREEK GEN	596.55	None
				Total Department 000	1,337.13
Department: 036 SEWER CAPITAL IMPROVEMENT					
300-036-52730.02	PROFESSIONAL SERVICES	SHIVE HATTERY INC.	EM# 008-2024 SUGAR CREEK & BUTTERWORT	3,985.40	None
				Total Department 036 SEWER CAPITAL IMPROVEMENT	3,985.40
				Total Fund 300 DRAINAGE	5,322.53
Fund: 650 RISK MANAGEMENT					
Department: 000					
650-000-52430.02	PROFESSIONAL SERVICES	IML RISK MANAGEMENT ASSOCI	DEC 2025 DEDUCTIBLE	1,621.41	None
650-000-52452.30	DAMAGE TO CITY PROPERTY	MC'S COLLISION UNLIMITED	MCLAUGHLIN TRUCK	3,890.81	None
650-000-52823.80	WORKMEN'S COMP./FIRE	COMP MC RX	WC	41.03	None
650-000-52823.80	WORKMEN'S COMP./FIRE	TMSYS LLC	WC	38.38	None
				Total Department 000	5,591.63

INVOICE DISTRIBUTION REPORT FOR CITY OF EAST MOLINE

EXP CHECK RUN DATES 03/19/2026 - 03/19/2026

POSTED AND UNPOSTED

OPEN

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 650 RISK MANAGEMENT				Total Fund 650 RISK MANAGEMENT	5,591.63
Fund: 652 IT					
Department: 000					
652-000-52430.01	PROFESSIONAL FEES	CIVIC PLUS	NEXTREQUEST	11,327.40	None
652-000-52430.01	PROFESSIONAL FEES	CIVIC PLUS	CIVICREC	3,675.00	None
652-000-52453.00	TELEPHONE	CONTINUOUS TOUCH	TELEPHONE	780.22	None
				Total Department 000	15,782.62
				Total Fund 652 IT	15,782.62
Fund: 715 EMPLOY HEALTH					
Department: 000					
715-000-52421.00	AUTO.DRAW INSURANCE PAY (H ROCK VALLEY PHYSICAL		WELLNESS	3,041.70	None
				Total Department 000	3,041.70
				Total Fund 715 EMPLOY HEALTH	3,041.70

INVOICE DISTRIBUTION REPORT FOR CITY OF EAST MOLINE

EXP CHECK RUN DATES 03/19/2026 - 03/19/2026

POSTED AND UNPOSTED

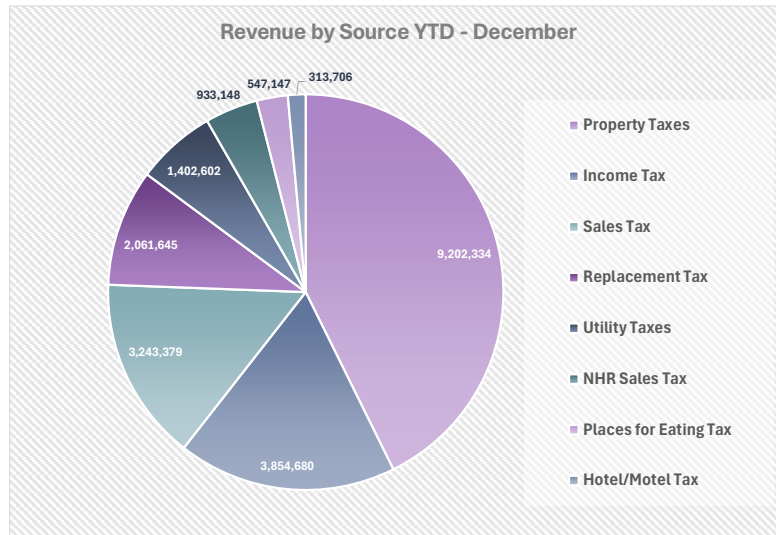
OPEN

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
--- TOTALS BY FUND ---					
		010	GENERAL	292,969.61	
		025	NHR	3,372.03	
		050	GARBAGE	295.58	
		060	HOTEL MOTEL	3,354.87	
		101	GREATER DOWNTOWN REVITALIZE PROJECT	617,841.50	
		150	MOTOR POOL	27,332.62	
		200	WATER FUND	47,659.65	
		250	SEWER FUND	51,551.95	
		300	DRAINAGE	5,322.53	
		650	RISK MANAGEMENT	5,591.63	
		652	IT	15,782.62	
		715	EMPLOY HEALTH	3,041.70	
		Total For All Funds:		1,074,116.29	

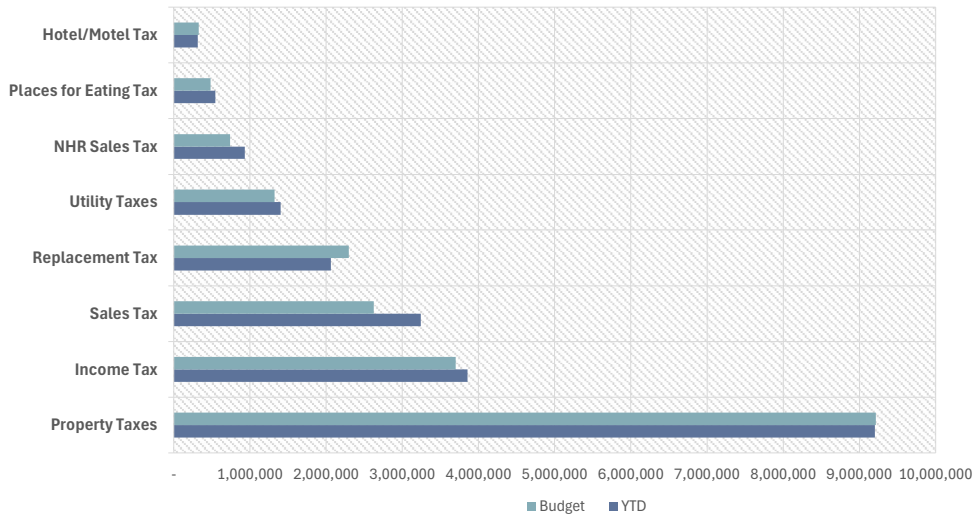


City of East Moline Revenue Summary

	12/31/2025	12/31/2025	Adopted	% of	
	MTD	YTD	Budget	Budget	Target
Property Taxes	-	9,202,334	9,215,503	100%	100%
Income Tax	215,881	3,854,680	3,700,000	104%	100%
Sales Tax	271,395	3,243,379	2,625,000	124%	100%
Replacement Tax	391,001	2,061,645	2,299,403	90%	100%
Utility Taxes	103,301	1,402,602	1,325,000	106%	100%
NHR Sales Tax	81,522	933,148	740,000	126%	100%
Places for Eating Tax	35,455	547,147	480,000	114%	100%
Hotel/Motel Tax	16,226	313,706	325,000	97%	100%



Revenue by Source Budget vs. YTD - December





**Summary of Revenues and Expenditures as of
12/31/2025 YTD**

Fund Number	Fund	Revenues	Expenditures	Surplus / (Deficit)
General Fund				
010	General	\$20,855,369	\$20,610,806	\$244,563
015	Fed Drug	\$1,966	\$0	\$1,966
016	State Drug	\$0	\$701	(\$701)
017	Police Evidence	\$0	\$1,082	(\$1,082)
018	State DUI	\$0	\$0	\$0
020	Departmental Projects	\$19,376	\$664,329	(\$644,952)
022	Seizures	\$99	\$4,464	(\$4,365)
Subtotal - General Funds		\$20,876,810	\$21,281,382	(\$404,572)
Special Revenue Funds				
025	NHR	\$1,016,093	\$860,248	\$155,845
030	Library	\$1,182,222	\$1,103,499	\$78,722
031	Library Capital Improvement	\$128,037	\$24,999	\$103,038
033	Library Building	\$71,093	\$66,071	\$5,022
040	Strike It TIF	\$2,342	\$0	\$2,342
042	Downtown TIF	\$140,928	\$50,527	\$90,400
044	Port of Call TIF	\$1,508,554	\$1,219,507	\$289,046
045	EM Glass TIF	\$160,847	\$221,241	(\$60,394)
046	Kennedy Dr TIF	\$377,919	\$48,174	\$329,745
050	Garbage	\$1,121,568	\$1,162,153	(\$40,586)
060	Hotel Motel	\$313,706	\$790,701	(\$476,996)
065	SSA	\$55,165	\$91,810	(\$36,645)
075	Pool	\$344,829	\$378,364	(\$33,535)
090	Economic Development	\$1,346	\$3,977	(\$2,631)
092	Business District	\$895,833	\$159,233	\$736,600
100	MFT	\$1,028,524	\$569,201	\$459,323
101	Greater Downtown Revitalization Project	\$2,755,759	\$1,621,184	\$1,134,575
Subtotal - Special Revenue Funds		\$11,104,764	\$8,472,068	\$2,632,696
Internal Service Fund				
150	Motor Pool	\$1,890,271	\$1,646,048	\$244,223
650	Risk Management	\$1,027,127	\$780,793	\$246,333
652	IT Chargebacks	\$360,982	\$388,009	(\$27,027)
Subtotal - Internal Service Fund		3,278,379.02	\$2,814,850	\$463,529
Enterprise Funds				
200	Water Fund	\$8,569,103	\$9,697,648	(\$1,128,546)
250	Sewer Fund	\$7,012,768	\$6,901,382	\$111,385
300	Drainage	\$951,878	\$822,791	\$129,087
310	EM Loan	\$7,954	\$13	\$7,941
320	HUD	\$16,584	\$111,218	(\$94,635)
Subtotal - Enterprise Funds		\$16,558,285	\$17,533,053	(\$974,768)
Capital Improvement Fund				
400	Parks Cap Impr	\$241,321	\$0	\$241,321
410	City Facility	\$300,000	\$0	\$300,000
Subtotal - Capital Improvement Fund		\$541,321	\$0	\$541,321
Trust Funds				
500	Trust Fund Fire	\$712,209	\$491,740	\$220,470
510	Trust Fund Police	\$696,586	\$387,149	\$309,437
Subtotal - Trust Funds		\$1,408,795	\$878,889	\$529,907
Debt Service				
520	Pension Obl Bond	\$1,865,166	\$2,951,445	(\$1,086,279)
525	GO Bond	\$1,075,042	\$0	\$1,075,042
Subtotal Debt Service Funds		\$2,940,208	\$2,951,445	(\$11,237)
Health				
700	Health Ins. Services	\$13,214	\$0	\$13,214
710	Health Insurance	\$4,539,963	\$4,546,853	(\$6,890)
715	Employee Health Ins	\$30,000	\$74,304	(\$44,304)
Subtotal - Health Ins. Funds		\$4,583,176	\$4,621,157	(\$37,981)
City wide Totals		\$61,291,739	\$58,552,844	\$2,738,895

**Report of the City Treasurer
February 2026
City of East Moline, Illinois**

ACCOUNT	BALANCE 1/31/2026	CREDITS	DEBITS	BALANCE 2/27/2026
General Fund	\$ 18,122.90	\$ 4,615,197.27	\$ 4,623,682.46	\$ 9,637.71
Motor Fuel Tax	\$ 14,010.06	\$ 20.15	\$ -	\$ 14,030.21
H&H Auto Draw	\$ 564,715.14	\$ 402,372.38	\$ 443,609.85	\$ 523,477.67
Totals	\$ 596,848.10	\$ 5,017,589.80	\$ 5,067,292.31	\$ 547,145.59

Balance as of:	1/31/2026	\$ 596,848.10
Credit		5,017,589.80
Debit		5,067,292.31
Balance as of:	2/27/2026	<u><u>\$ 547,145.59</u></u>

	1/31/2026	2/28/2026
Investment Balances:		
Money Market - Blackhawk Bank & Trust	10,690,058.47	11,115,108.46
State Seizure Fund - Blackhawk Bank & Trust	3,214.43	3,219.05
IL Inst Invs Trust MFT Money Market - PFM	387,294.46	388,389.70
IL Inst Invs Trust - OPEB/SEWER - PFM	958,233.84	960,943.66
IL Funds General	\$ 9,863,123.11	\$ 9,689,940.43
IL Funds MFT	1,103,323.77	1,190,749.52
IL General Fund PFM	13,139.06	13,176.22

Submitted by: **3/10/2026**
Glynnis Cummings Lowery City Treasurer

ORDINANCE NO. 26-02

**AN ORDINANCE AMENDING
CHAPTER 5, BOARD OF ZONING APPEALS, AND CHAPTER 15, PLAN COMMISSION,
OF THE EAST MOLINE CITY CODE TO CONSOLIDATE BODIES**

WHEREAS, the City of East Moline, Illinois, is a none-home rule municipality authorized to regulate zoning, land use, and development pursuant to the Illinois Municipal Code; and

WHEREAS, the City currently has a Board of Zoning Appeals and a Plan Commission, each appointed by the Mayor with the consent of the City Council; and

WHEREAS, the Board of Zoning Appeals hears and decides matters related to variances and other zoning relief, and the Plan Commission reviews development matters and makes recommendations to the City Council; and

WHEREAS, City Council and staff discussed ongoing challenges related to quorum, attendance, and scheduling of meetings for both boards during the November 3, 2025, Committee of the Whole meeting; and

WHEREAS, City Council requested staff to evaluate potential amendments to the City Code to improve efficiency, ensure timely public hearings, and maintain effective development review processes; and

WHEREAS, staff has determined that amending the City Code to grant the Planning Commission and the Board of Zoning Appeals the same powers and duties related to development matters will improve operational efficiency while maintaining public notice and hearing requirements; and

WHEREAS, the City Council finds that amending Chapters 5 and 15 of the City Code is in the best interest of the City of East Moline and its residents.

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

SECTION 1. The findings and recitations set forth above are adopted and found to be true and correct.

SECTION 2. Chapters 5 (Board of Zoning Appeals) and 15 (Plan Commission) of the East Moline City Code are hereby amended, as set forth in *Exhibit A*, to consolidate the Plan Commission and the Board of Zoning Appeals into a single body to be known as the Planning & Zoning Commission ("Commission"), including consolidation of membership, powers, duties, and procedures.

SECTION 3. The Planning & Zoning Commission and Board of Zoning Appeals, reconstituted under the Planning & Zoning Commission, shall have and exercise all powers, duties, and authority previously granted to the Plan Commission and the Board of Zoning Appeals, including but not limited to review and action on development plans, subdivisions and resubdivisions, special uses, variances, zoning interpretations, and other land use matters, as provided by the East Moline City Code and applicable state law.

SECTION 4. All public notice, public hearing, quorum, voting, and procedural requirements required by the East Moline City Code, the Illinois Municipal Code, or other applicable law shall remain in full force and effect and shall apply to actions taken by the Planning & Zoning Commission.

SECTION 5. Repealer. All ordinances, resolutions, or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect after its passage, approval, and publication as provided by law.

PASSED and APPROVED by the City Council of the City of East Moline, Illinois, this _____ day of March, 2026.

Reggie Freeman, Mayor

ATTEST:

CITY CLERK

EXHIBIT A

CHAPTER 15 PLANNING & ZONING COMMISSION

SECTION:

2-15-1 : Purpose

2-15-2 : Joint Membership Creation

2-15-3: Term Of Office

2-15-4 : Procedure

2-15-5 : Powers And Duties

2-15-6 : Land Subdivision Or Resubdivision

2-15-1 : PURPOSE:

In order that adequate provisions be made for the preparation of a comprehensive plan for the guidance, direction and control of the growth and development or redevelopment of the City and contiguous territory not more than one and one-half (1¹/₂) miles beyond the corporate limits and not included in another municipality, a Plan Commission is hereby created as provided for by State law. (Ord. 64-31, 9-8-1964)

2-15-2 : CREATION & JOINT MEMBERSHIP:

Said Plan Commission shall be joined with the Board of Zoning Appeals and hereafter be known as the Planning & Zoning Commission ("Commission"), and consist of eleven nine (119) members, citizens of the City appointed by the Mayor, on the basis of their particular fitness for their duty on said Plan Commission and subject to the approval of the City Council in accordance with the provisions of 65 Illinois Compiled Statutes 5/11-13-1 et seq.-The assistant Director of Planning and Community Development shall serve as secretary of the Plan Commission. (Ord. 98-19, 5-4-1998)

2-15-3 : TERM OF OFFICE:

Of the eleven nine (119) members originally appointed, fourthree-(43) shall serve for a period of three (3) years; fourthree (43) for a period of two (2) years, and three (3) for a period of one year. Thereafter, such members shall serve for a period of three (3) years. Vacancies shall be filled by appointments for unexpired terms only. All members of the Commission shall serve without compensation except that they may be reimbursed for reasonable expenses. (Ord. 64-31, 9-8-1964)

2-15-4 : PROCEDURE:

Immediately following their appointment, the members of the Plan-Commission shall meet, organize, elect such officers as it may deem necessary, and adopt rules and regulations of organization and procedure consistent with this Code and State laws. The Commission shall keep written records of its proceedings; show the actions of the Commission, vote of each member upon questions, or if absent or failing to vote, indicating the fact, and records shall be made of the Commission and other official actions. All of which shall be filed immediately in the Office of Community Development and ~~be~~ open at all times to public inspection. The Commission shall submit an annual report to the Mayor and City Council setting forth its transactions and recommendations. (Ord. 64-31, 9-8-1964)

2-15-5 : POWERS AND DUTIES:

The Plan Commission shall have the following powers and duties:

(A) To prepare and recommend to the City Council a comprehensive plan for the present and future development or redevelopment of the City and contiguous unincorporated territory not more than one and one-half (1¹/₂) miles beyond the corporate limits of the City and not included in any other municipality. Such plan when adopted in whole or in separate geographical or functional parts, shall be the Official Comprehensive Plan, or part thereof. Such plans shall be advisory except as to such part thereof as has been implemented by ordinances. The Comprehensive Plan shall not be adopted or amended except after notice and public hearing as required by 65 Illinois Compiled Statutes 5/11-12-7. The City Clerk shall file notice of the adopted Comprehensive Plan and any amendments thereto with the County Recorder of Deeds and report same to the chairman of the Planning Commission.

(B) To provide for the health, safety, comfort and convenience of the inhabitants of the City and contiguous territory, the ~~Plan~~ Commission shall establish reasonable standards of design for subdivisions and resubdivisions, reasonable requirements governing the location, width, course and surfacing of public streets and highways, alleys, ways for public service facilities, curbs, gutters, sidewalks, streetlights, parks, playgrounds, school grounds, size of lots to be used for residential purposes, storm water drainage, water supply and distribution, sanitary sewers, and sewage collection and treatment. The requirements specified herein shall become regulatory when adopted by ordinance.

(C) The ~~Plan~~ Commission shall receive for review, the plans for each subdivision of land within the City and within one and one-half (1^{1/2}) miles of the City and not part of another municipality. The ~~Plan~~ Commission shall determine whether the subdivision conforms to the Comprehensive Plan and the Official Map of the City and report by resolution to the Council and within the time limits prescribed in 65 Illinois Compiled Statutes 5/11-12-8.

(D) To recommend to the City Council from time to time, such changes in the Comprehensive Plan, or any part thereof, as may be deemed necessary.

(E) To prepare and recommend to the City Council, from time to time, proposals and/or recommendations for specific improvements in pursuance of the Comprehensive Plan.

(F) To give aid to the officials of the City charged with the direction of projects for improvements embraced within the Official Plan, or parts thereof, to further the making of such improvements and generally to promote the realization of the Comprehensive Plan.

(G) To arrange and conduct any form of publicity in relation to its activities for the general purpose of public understanding.

(H) To cooperate with regional planning commissions and other agencies or groups to further the local planning program and to assure harmonious and integrated planning for the area.

(I) To exercise such other powers germane to the powers granted by State law, as may be conferred by the City Council.

(J) To designate land suitable for annexation to the Municipality and the recommended zoning classification for such land upon annexation. (Ord. 64-31, 9-8-1964)

2-15-5.1: JOINT DUTIES

The Commission shall have jurisdiction in matters and shall have the specific and general powers provided in the zoning title (Chapter 5).

(A) Special Exceptions and Interpretation of Map: The Commission shall have the power to hear and decide, in accordance with the provisions of the zoning title, requests or applications for special exceptions or of interpretation of the Zoning Map or for decisions upon other special questions upon which the Commission is authorized to pass.

1. Special Exceptions: in addition to permitting the special exceptions heretofore specified in this report, the Commission shall have authority to permit the following:

(a) Nonconforming Uses: The substitution for a nonconforming use, by another nonconforming use, if no structural alterations except those required by law or ordinance are made; provided, however, that any use so substituted shall be of the same or a more restricted classification.

(b) Temporary Uses and Permits:

(i) The temporary use of a building or premises in any district for a purpose or use that does not conform to the regulations prescribed by the zoning title, provided that such use be of a true temporary nature and does not involve the erection of substantial buildings. Such permit shall be granted in the form of a temporary and revocable permit for not more than a twelve (12) month period, subject to such conditions as will safeguard the public health, safety, convenience and general welfare.

(ii) The temporary use of a building or premises in undeveloped sections for a purpose that does not conform to the regulations prescribed by the zoning title, provided that such structure or use is of a true temporary nature, is promotive of or incidental to the development of such undeveloped sections, and does not involve the erection of substantial buildings. Such permit shall be granted in the form specified under subsection (A) 1(b)(1) of this Section.

2. Authorize special uses requiring approval of the Commission: The Commission may grant authorization of certain special uses in zoning districts as provided in the zoning title. The Commission shall give due regard to the nature and condition of all adjacent uses and structures, and the consistency therewith of the proposed use and development. Before authorizing a use as a special exception, the Commission shall determine whether the proposed exception or use would be hazardous, harmful, noxious, offensive or a nuisance to the surrounding neighborhood by reason of noise, smoke, odor, vibration, dust and dirt, cinders, noxious gases, glare and heat, fire and safety hazards, sewage wastes and pollution, transportation and traffic, aesthetic and psychological effects. The Commission may utilize and give recognition to those performance standards which are available in model codes or ordinances, or have been developed by planning, manufacturing, health, architectural and engineering research organizations, and can be applied to the proposed use, to assist it in reaching a fair and objective decision. Upon authorizing a special use and/or exception, the Commission may impose such requirements and conditions, in addition to those expressly stipulated in the report for the particular special use and/or exception, as the Commission may deem necessary for the protection of adjacent properties and the public interest.

3. Interpretation of Map: Where the street or lot layout actually on the ground or as recorded, differs from the street and lot lines indicated on the Zoning Map, the Commission, after notice to the owners of the property and after public hearing, shall interpret the Map in such a way as to carry out the intent and purposes of the zoning title for the particular section or district in question.

(B) Administrative Review And Variances: The Commission shall have the power:

1. Administrative Review: To hear and decide appeals where it is alleged by the applicant that there is error in any order, requirement, decision, grant or refusal made by the building inspector in the enforcement of the provisions of the zoning title.

2. Variances: To authorize on appeal in specific cases such variance from the terms of the zoning title as will not be contrary to the public interest, where owing to a special condition, a literal enforcement of the provisions of the zoning title will result in unnecessary hardship, and so that the spirit of the zoning title shall be observed and substantial justice done, as follows:

(a) Where by reason of exceptional narrowness, shallowness or shape of a specific piece of property at the time of enactment of the zoning title, or by reason of exceptional topographic conditions, or other extraordinary and exceptional situation or condition of such piece of property, or of the use or development of property immediately adjoining the piece of property in question, the literal enforcement of the provisions of the zoning title would result in peculiar and exceptional practical difficulties or exceptional and undue hardship upon the owner of such property, unnecessary to carry out the spirit and purpose of the zoning title, the Commission shall have the power to authorize, upon appeal, a variance from such strict application, so as to relieve such difficulties or hardships, and so that the spirit and purpose of the zoning title shall be observed and substantial justice done. In authorizing a variance the Commission may attach thereto such conditions regarding the location, character and other features of the proposed building, structure or use as it may deem advisable in the interest of the furtherance of the purposes of the zoning title.

(b) No such variance in the provisions or requirements of the zoning title shall be authorized by the Commission unless the Commission finds beyond reasonable doubt that all of the following conditions exist:

(i) That there are exceptional or extraordinary circumstances or conditions applying to the property in question or to the intended use of the property that do not apply generally to other properties or class of uses in the same zoning district.

(ii) That such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other properties in the same zoning district and in the vicinity.

(iii) That the authorizing of such variance will not be of substantial detriment to adjacent property and will not materially impair the purposes of the zoning title or the public interest.

(c) No grant or variance shall be authorized unless the Commission specifically finds that the condition or situation of the specific piece of property for which the variance is sought is not of so typical or recurrent a nature as to make reasonably practicable the formulation of a general regulation, under an amendment of the zoning title, for such conditions or situations.

(d) The Commission shall have no power to authorize a variance for the establishment of a nonconforming use where none previously existed.

3. Action Of Commission: In exercising its powers, the Commission may, in conformity with the provisions of the Illinois Compiled Statutes and of the zoning title, reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as, in the Commission's opinion, ought to be made, and to the end has all the powers of the officer from whom the appeal is taken.

(C) Judicial Review: All final administrative decisions of the Commission of Zoning Appeals shall be subject to judicial review pursuant to the provisions of the "Administrative Review Act", approved May 8, 1945, and all amendments and modifications thereof, and the rules adopted pursuant thereto. (Ord. 18-08, 6-3-2019; amd. Ord. 19-17, 6-3-2019)

The Commission shall have jurisdiction in matters and shall have the specific and general powers provided in the zoning title (Chapter 5).

~~(A) Special Exceptions and Interpretation of Map: The Commission shall have the power to hear and decide, in accordance with the provisions of the zoning title, requests or applications for special exceptions or of interpretation of the Zoning Map or for decisions upon other special questions upon which the Commission is authorized to pass.~~

~~1. Special Exceptions: in addition to permitting the special exceptions heretofore specified in this report, the Commission shall have authority to permit the following:~~

~~(a) Nonconforming Uses: The substitution for a nonconforming use, by another nonconforming use, if no structural alterations except those required by law or ordinance are made; provided, however, that any use so substituted shall be of the same or a more restricted classification.~~

~~(b) Temporary Uses and Permits:~~

~~(1) The temporary use of a building or premises in any district for a purpose or use that does not conform to the regulations prescribed by the zoning title, provided that such use be of a true temporary nature and does not involve the erection of substantial buildings. Such permit shall be granted in the form of a temporary and revocable permit for not more than a twelve (12) month period, subject to such conditions as will safeguard the public health, safety, convenience and general welfare.~~

~~—— (2) The temporary use of a building or premises in undeveloped sections for a purpose that does not conform to the regulations prescribed by the zoning title, provided that such structure or use is of a true temporary nature, is promotive of or incidental to the development of such undeveloped sections, and does not involve the erection of substantial buildings. Such permit shall be granted in the form specified under subsection (A) 1(b)(1) of this Section.~~

~~—2. Authorize special uses requiring approval of the Zoning Commission of Appeals: The Commission may grant authorization of certain special uses in zoning districts as provided in the zoning title. The Commission shall give due regard to the nature and condition of all adjacent uses and structures, and the consistency therewith of the proposed use and development. Before authorizing a use as a special exception, the Commission shall determine whether the proposed exception or use would be hazardous, harmful, noxious, offensive or a nuisance to the surrounding neighborhood by reason of noise, smoke, odor, vibration, dust and dirt, cinders, noxious gases, glare and heat, fire and safety hazards, sewage wastes and pollution, transportation and traffic, aesthetic and psychological effects. The Commission may utilize and give recognition to those performance standards which are available in model codes or ordinances, or have been developed by planning, manufacturing, health, architectural and engineering research organizations, and can be applied to the proposed use, to assist it in reaching a fair and objective decision. Upon authorizing a special use and/or exception, the Commission may impose such requirements and conditions, in addition to those expressly stipulated in the report for the particular special use and/or exception, as the Commission may deem necessary for the protection of adjacent properties and the public interest.~~

~~—3. Interpretation of Map: Where the street or lot layout actually on the ground or as recorded, differs from the street and lot lines indicated on the Zoning Map, the Commission, after notice to the owners of the property and after public hearing, shall interpret the Map in such a way as to carry out the intent and purposes of the zoning title for the particular section or district in question.~~

~~—(B) Administrative Review And Variances: The Commission of Appeals also shall have the power:~~

~~—1. Administrative Review: To hear and decide appeals where it is alleged by the applicant that there is error in any order, requirement, decision, grant or refusal made by the building inspector in the enforcement of the provisions of the zoning title.~~

~~—2. Variances: To authorize on appeal in specific cases such variance from the terms of the zoning title as will not be contrary to the public interest, where owing to a special condition, a literal enforcement of the provisions of the zoning title will result in unnecessary hardship, and so that the spirit of the zoning title shall be observed and substantial justice done, as follows:~~

~~— (a) Where by reason of exceptional narrowness, shallowness or shape of a specific piece of property at the time of enactment of the zoning title, or by reason of exceptional topographic conditions, or other extraordinary and exceptional situation or condition of such piece of property, or of the use or development of property immediately adjoining the piece of property in question, the literal enforcement of the provisions of the zoning title would result in peculiar and exceptional practical difficulties or exceptional and undue hardship upon the owner of such property, unnecessary to carry out the spirit and purpose of the zoning title, the Commission shall have the power to authorize, upon appeal, a variance from such strict application, so as to relieve such difficulties or hardships, and so that the spirit and purpose of the zoning title shall be observed and substantial justice done. In authorizing a variance the Commission may attach thereto such conditions regarding the location, character and other features of the proposed building, structure or use as it may deem advisable in the interest of the furtherance of the purposes of the zoning title.~~

~~— (b) No such variance in the provisions or requirements of the zoning title shall be authorized by the Commission unless the Commission finds beyond reasonable doubt that all of the following conditions exist:~~

~~—— (1) That there are exceptional or extraordinary circumstances or conditions applying to the property in question or to the intended use of the property that do not apply generally to other properties or class of uses in the same zoning district.~~

~~—— (2) That such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other properties in the same zoning district and in the vicinity.~~

~~—(3) That the authorizing of such variance will not be of substantial detriment to adjacent property and will not materially impair the purposes of the zoning title or the public interest.~~

~~—(c) No grant or variance shall be authorized unless the Commission specifically finds that the condition or situation of the specific piece of property for which the variance is sought is not of so typical or recurrent a nature as to make reasonably practicable the formulation of a general regulation, under an amendment of the zoning title, for such conditions or situations.~~

~~—(d) The Commission shall have no power to authorize a variance for the establishment of a nonconforming use where none previously existed.~~

~~—3. Action Of Commission: In exercising its powers, the Commission may, in conformity with the provisions of the Illinois Compiled Statutes and of the zoning title, reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as, in the Commission's opinion, ought to be made, and to the end has all the powers of the officer from whom the appeal is taken.~~

~~—(C) Judicial Review: All final administrative decisions of the Commission of Zoning Appeals shall be subject to judicial review pursuant to the provisions of the "Administrative Review Act", approved May 8, 1945, and all amendments and modifications thereof, and the rules adopted pursuant thereto. (Ord. 18-08, 6-3-2019; amd. Ord. 19-17, 6-3-2019)~~

~~(D) Six~~Four~~ (6)4 members of the Commission Board shall constitute a quorum. The Commission Board shall act by resolution, and the concurring vote of four (64) members shall be necessary to reverse any order, requirement, decision or determination of the Director of Community Development Services or to decide in favor of an applicant any matter upon which it is required to pass under the zoning title, or to effect any variation in the requirements of the zoning title.~~

2-15-5.2: APPLICATION AND APPEALS:

~~(A) Application; Filing; Fee: An application to the Commission Board, in cases in which it has original jurisdiction under the provisions of the zoning title, may be taken by any property owner, including a tenant, or by any governmental officer, department, board or bureau. Such application shall be filed with the building inspector, together with a fee of twenty five dollars (\$25.00), who shall transmit the same, together with all the plans, specifications and other papers pertaining to the application to the Commission Board. Should the application be withdrawn prior to publication of legal notice thereon, such fee will be returned upon written request of the applicant.~~

~~(B) Appeal; Fee: An appeal to the Commission Board may be taken by any property owner, including a tenant, or by any governmental officer, department, board or bureau affected by any ruling of the building inspector. Such appeal shall be taken within a reasonable time, as prescribed by the rules of the Commission Board, by filing with the building inspector a notice of appeal specifying the grounds thereof. The building inspector shall forthwith transmit to the Commission Board such notice of appeal, together with all the plans and papers constituting the record upon which the action appealed from was taken. A fee of twenty five dollars (\$25.00) shall also accompany the appeal. Should the appeal be withdrawn prior to publication of legal notice thereon, such fee will be returned upon written request of the applicant.~~

~~(C) Hearing Notice: The Commission Board shall fix a reasonable time for the hearing of an application or of an appeal. It shall give at least fifteen (15) days' notice of the time and place of such hearing by insertion in a newspaper published in the community, and shall also give notice delivered by first class mail at least five (5) days before the time fixed for such hearing to the applicant or appellant and to the building inspector, and to the respective owners of record of property adjoining or adjacent to the premises in question. Any party may appear at such hearing in person or by agent or by attorney. The Commission Board shall decide the application or appeal within a reasonable time.~~

~~(D) Stay Of Proceeding: An appeal shall stay all proceedings in furtherance of the action appealed from, unless the building inspector certifies to the Commission Board that by reason of facts stated in the certificate, a stay would in his opinion cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by~~

an order which may, on due cause shown, be granted by the Commission Board on application, after notice to the building inspector, or by a court of record. (Ord. 67-24, 7-24-1967)

2-15-6 : LAND SUBDIVISION OR RESUBDIVISION:

At any time or times, before or after the formal adoption of the Comprehensive Plan by the corporate authorities, an official map may be designated by ordinance, which map may consist of the whole area included within the Official Comprehensive Plan, or one or more separate geographical or functional parts, and may include all or any part of the contiguous unincorporated area within one and one-half (1¹/₂) miles of the corporate limits of the City. All requirements for public hearing, filing of notice of adoption with the County Recorder of Deeds, and filing of said Plan and ordinances, including the Official Map, with the City Clerk shall be complied with as provided for by law. No map or plat of any subdivision or resubdivision presented for record affecting land within the corporate limits of the City or within contiguous territory which is not more than one and one-half (1¹/₂) miles beyond the corporate limits shall be entitled to record or shall be valid unless the subdivision shown thereon provides for standards of design and standards governing streets, alleys, public ways, ways for public service facilities, streetlights, public grounds, size of lots to be used for residential purposes, storm and flood water runoff channels and basins, water supply and distribution, sanitary sewers and sewage collection and treatment in conformity with the applicable requirements of this Code, including the Official Map. (Ord. 64-31, 9-8-1964)

CHAPTER 5
BOARD OF ZONING APPEALS

REPEALED (Date)

SECTION:

: Creation, Joint Commission, Membership And

Procedure

2-5-2: Applications And Appeals

2-5-3: Powers Of Commission Board

~~:- CREATION, JOINT COMMISSION, MEMBERSHIP AND PROCEDURE:~~

~~A Board of Zoning Appeals shall be created and joined with the Plan Commission and hereafter be known as the Planning & Zoning Commission ("Commission") and shall consist of eleven (11) members shall be appointed by the Mayor with the advice and consent of the Council in accordance with the provisions of 65 Illinois Compiled Statutes 5/11-13-1 et seq. At least two (2) such members shall be named from among the members of the City Planning Commission. The appointing authority may remove any member of the Board for cause and after public hearing.~~

~~The Commission Board shall elect its own chairman and have the power to adopt rules and regulations for its own government, not inconsistent with law or with the provisions of the zoning title of this Code 1 or any other provisions of this Code. Meetings shall be held at the call of the chairman and at such other times as the Commission Board may determine. The chairman, or in his absence, the acting chairman, may administer oaths and compel attendance of witnesses. The Community Development Director secretary of the Planning Commission shall act as the Commission's Board's secretary.~~

~~Meetings of the Commission Board shall be open to the public; minutes shall be kept of proceedings, showing the action of the Commission Board and the vote of each member upon questions, or if absent or failing to vote, indicating that fact, and records shall be made of the Commission's Board's examinations and other official actions, all of which shall be filed immediately in the Office of the Commission Board as a public record.~~

~~Six (6) (4) members of the Commission Board shall constitute a quorum. The Commission Board shall act by resolution, and the concurring vote of four (4) members shall be necessary to reverse any order, requirement, decision or determination of the Director of Community Development Services or to decide in favor of an applicant any matter upon which it is required to pass under the zoning title, or to effect any variation in the requirements of the zoning title.~~

~~The Commission Board may call on the City departments for assistance in the performance of its duties, and it shall be the duty of such departments to render such assistance to the Commission Board as may reasonably be required. (Ord. 18-08, 6-3-2019; amd. Ord. 19-17, 6-3-2019)~~

Notes-

1 — 1. See title 10 of this Code.

~~:- APPLICATIONS AND APPEALS:~~

~~**Application; Filing; Fee:** An application to the Commission Board, in cases in which it has original jurisdiction under the provisions of the zoning title, may be taken by any property owner, including a tenant, or by any governmental officer, department, board or bureau. Such application shall be filed with the building inspector, together with a fee of twenty five dollars (\$25.00), who shall transmit the same, together with all the plans, specifications and other papers pertaining to the application to the Commission Board. Should the application be withdrawn prior to publication of legal notice thereon, such fee will be returned upon written request of the applicant.~~

~~**Appeal; Fee:** An appeal to the Commission Board may be taken by any property owner, including a tenant, or by any governmental officer, department, board or bureau affected by any ruling of the building inspector. Such appeal shall be taken within a reasonable time, as prescribed by the rules of the Commission Board, by filing with the building inspector a notice of appeal specifying the grounds thereof. The building inspector shall forthwith transmit to the Commission Board such notice of appeal, together with all the plans and~~

~~papers constituting the record upon which the action appealed from was taken. A fee of twenty five dollars (\$25.00) shall also accompany the appeal. Should the appeal be withdrawn prior to publication of legal notice thereon, such fee will be returned upon written request of the applicant.~~

~~Hearing Notice: The Commission Board shall fix a reasonable time for the hearing of an application or of an appeal. It shall give at least fifteen (15) days' notice of the time and place of such hearing by insertion in a newspaper published in the community, and shall also give notice delivered by first class mail at least five (5) days before the time fixed for such hearing to the applicant or appellant and to the building inspector, and to the respective owners of record of property adjoining or adjacent to the premises in question. Any party may appear at such hearing in person or by agent or by attorney. The Commission Board shall decide the application or appeal within a reasonable time.~~

~~Stay Of Proceeding: An appeal shall stay all proceedings in furtherance of the action appealed from, unless the building inspector certifies to the Commission Board that by reason of facts stated in the certificate, a stay would in his opinion cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by an order which may, on due cause shown, be granted by the Commission Board on application, after notice to the building inspector, or by a court of record. (Ord. 67-24, 7-24-1967)~~

~~:- POWERS OF COMMISSION BOARD:~~

~~The Commission Board shall have jurisdiction in matters and shall have the specific and general powers provided in the zoning title.~~

~~Special Exceptions and Interpretation of Map: The Commission Board shall have the power to hear and decide, in accordance with the provisions of the zoning title, requests or applications for special exceptions or of interpretation of the Zoning Map or for decisions upon other special questions upon which the Commission Board is authorized to pass.~~

~~Special Exceptions: in addition to permitting the special exceptions heretofore specified in this report, the Commission Board shall have authority to permit the following:~~

~~Nonconforming Uses: The substitution for a nonconforming use, by another nonconforming use, if no structural alterations except those required by law or ordinance are made; provided, however, that any use so substituted shall be of the same or a more restricted classification.~~

~~Temporary Uses and Permits:~~

~~The temporary use of a building or premises in any district for a purpose or use that does not conform to the regulations prescribed by the zoning title, provided that such use be of a true temporary nature and does not involve the erection of substantial buildings. Such permit shall be granted in the form of a temporary and revocable permit for not more than a twelve (12) month period, subject to such conditions as will safeguard the public health, safety, convenience and general welfare.~~

~~The temporary use of a building or premises in undeveloped sections for a purpose that does not conform to the regulations prescribed by the zoning title, provided that such structure or use is of a true temporary nature, is promotive of or incidental to the development of such undeveloped sections, and does not involve the erection of substantial buildings. Such permit shall be granted in the form specified under subsection (A) 1(b)(1) of this Section.~~

~~Authorize special uses requiring approval of the Commission Zoning Board of Appeals: The Commission Board may grant authorization of certain special uses in zoning districts as provided in the zoning title. The Commission Board shall give due regard to the nature and condition of all adjacent uses and structures, and the consistency therewith of the proposed use and development. Before authorizing a use as a special exception, the Commission Board shall determine whether the proposed exception or use would be hazardous, harmful, noxious, offensive or a nuisance to the surrounding neighborhood by reason of noise, smoke, odor, vibration, dust and dirt, cinders, noxious gases, glare and heat, fire and safety hazards, sewage wastes and pollution, transportation and traffic, aesthetic and psychological effects. The Commission Board may utilize and give recognition to those performance standards which are available in model codes or ordinances, or have been developed by planning, manufacturing, health, architectural and engineering research organizations, and can be applied to the proposed use, to assist it in reaching a fair and objective~~

~~decision. Upon authorizing a special use and/or exception, the Commission Board may impose such requirements and conditions, in addition to those expressly stipulated in the report for the particular special use and/or exception, as the Commission Board may deem necessary for the protection of adjacent properties and the public interest.~~

~~Interpretation of Map: Where the street or lot layout actually on the ground or as recorded, differs from the street and lot lines indicated on the Zoning Map, the Commission Board, after notice to the owners of the property and after public hearing, shall interpret the Map in such a way as to carry out the intent and purposes of the zoning title for the particular section or district in question.~~

~~Administrative Review And Variances: The Commission Board of Appeals also shall have the power:~~

~~Administrative Review: To hear and decide appeals where it is alleged by the applicant that there is error in any order, requirement, decision, grant or refusal made by the building inspector in the enforcement of the provisions of the zoning title.~~

~~Variances: To authorize on appeal in specific cases such variance from the terms of the zoning title as will not be contrary to the public interest, where owing to a special condition, a literal enforcement of the provisions of the zoning title will result in unnecessary hardship, and so that the spirit of the zoning title shall be observed and substantial justice done, as follows:~~

~~Where by reason of exceptional narrowness, shallowness or shape of a specific piece of property at the time of enactment of the zoning title, or by reason of exceptional topographic conditions, or other extraordinary and exceptional situation or condition of such piece of property, or of the use or development of property immediately adjoining the piece of property in question, the literal enforcement of the provisions of the zoning title would result in peculiar and exceptional practical difficulties or exceptional and undue hardship upon the owner of such property, unnecessary to carry out the spirit and purpose of the zoning title, the Commission Board shall have the power to authorize, upon appeal, a variance from such strict application, so as to relieve such difficulties or hardships, and so that the spirit and purpose of the zoning title shall be observed and substantial justice done. In authorizing a variance the Commission Board may attach thereto such conditions regarding the location, character and other features of the proposed building, structure or use as it may deem advisable in the interest of the furtherance of the purposes of the zoning title.~~

~~No such variance in the provisions or requirements of the zoning title shall be authorized by the Commission Board unless the Commission Board finds beyond reasonable doubt that all of the following conditions exist:~~

~~That there are exceptional or extraordinary circumstances or conditions applying to the property in question or to the intended use of the property that do not apply generally to other properties or class of uses in the same zoning district.~~

~~That such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other properties in the same zoning district and in the vicinity.~~

~~That the authorizing of such variance will not be of substantial detriment to adjacent property and will not materially impair the purposes of the zoning title or the public interest.~~

~~No grant or variance shall be authorized unless the Commission Board specifically finds that the condition or situation of the specific piece of property for which the variance is sought is not of so typical or recurrent a nature as to make reasonably practicable the formulation of a general regulation, under an amendment of the zoning title, for such conditions or situations.~~

~~The Commission Board shall have no power to authorize a variance for the establishment of a nonconforming use where none previously existed.~~

~~Action Of Commission Board: In exercising its powers, the Commission Board may, in conformity with the~~

provisions of the Illinois Compiled Statutes and of the zoning title, reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as, in the Commission's Board's opinion, ought to be made, and to the end has all the powers of the officer from whom the appeal is taken.

Judicial Review: All final administrative decisions of the Commission Board of Zoning Appeals shall be subject to judicial review pursuant to the provisions of the "Administrative Review Act", approved May 8, 1945, and all amendments and modifications thereof, and the rules adopted pursuant thereto. (Ord. 18-08, 6-3-2019; amd. Ord. 19-17, 6-3-2019)

2-5-3.1: JOINT DUTIES

The Commission shall have the following powers and duties:

~~-(A) To prepare and recommend to the City Council a comprehensive plan for the present and future development or redevelopment of the City and contiguous unincorporated territory not more than one and one-half (1¹/₂) miles beyond the corporate limits of the City and not included in any other municipality. Such plan when adopted in whole or in separate geographical or functional parts, shall be the Official Comprehensive Plan, or part thereof. Such plans shall be advisory except as to such part thereof as has been implemented by ordinances. The Comprehensive Plan shall not be adopted or amended except after notice and public hearing as required by 65 Illinois Compiled Statutes 5/11-12-7. The City Clerk shall file notice of the adopted Comprehensive Plan and any amendments thereto with the County Recorder of Deeds and report same to the chairman of the Planning Commission.~~

~~-(B) To provide for the health, safety, comfort and convenience of the inhabitants of the City and contiguous territory, the Commission shall establish reasonable standards of design for subdivisions and resubdivisions, reasonable requirements governing the location, width, course and surfacing of public streets and highways, alleys, ways for public service facilities, curbs, gutters, sidewalks, streetlights, parks, playgrounds, school grounds, size of lots to be used for residential purposes, storm water drainage, water supply and distribution, sanitary sewers, and sewage collection and treatment. The requirements specified herein shall become regulatory when adopted by ordinance.~~

~~-(C) The Commission shall receive for review, the plans for each subdivision of land within the City and within one and one-half (1¹/₂) miles of the City and not part of another municipality. The Commission shall determine whether the subdivision conforms to the Comprehensive Plan and the Official Map of the City and report by resolution to the Council and within the time limits prescribed in 65 Illinois Compiled Statutes 5/11-12-8.~~

~~-(D) To recommend to the City Council from time to time, such changes in the Comprehensive Plan, or any part thereof, as may be deemed necessary.~~

~~-(E) To prepare and recommend to the City Council, from time to time, proposals and/or recommendations for specific improvements in pursuance of the Comprehensive Plan.~~

~~-(F) To give aid to the officials of the City charged with the direction of projects for improvements embraced within the Official Plan, or parts thereof, to further the making of such improvements and generally to promote the realization of the Comprehensive Plan.~~

~~-(G) To arrange and conduct any form of publicity in relation to its activities for the general purpose of public understanding.~~

~~-(H) To cooperate with regional planning commissions and other agencies or groups to further the local planning program and to assure harmonious and integrated planning for the area.~~

~~-(I) To exercise such other powers germane to the powers granted by State law, as may be conferred by the City Council.~~

~~-(J) To designate land suitable for annexation to the Municipality and the recommended zoning classification for such land upon annexation. (Ord. 64-31, 9-8-1964)~~

EXHIBIT A

CHAPTER 15

PLANNING & ZONING COMMISSION

SECTION:

2-15-1 : Purpose

2-15-2 : Joint Membership Creation

2-15-3: Term Of Office

2-15-4 : Procedure

2-15-5 : Powers And Duties

2-15-5.1: Joint Duties

2-15-5.2: Applications and Appeals

2-15-6 : Land Subdivision Or Resubdivision

2-15-1 : PURPOSE:

In order that adequate provisions be made for the preparation of a comprehensive plan for the guidance, direction and control of the growth and development or redevelopment of the City and contiguous territory not more than one and one-half (1^{1/2}) miles beyond the corporate limits and not included in another municipality, a Plan Commission is hereby created as provided for by State law. (Ord. 64-31, 9-8-1964)

2-15-2 : CREATION & JOINT MEMBERSHIP:

Said Plan Commission shall be joined with the Board of Zoning Appeals and hereafter be known as the Planning & Zoning Commission ("Commission"), and consist of eleven (11) members, citizens of the City appointed by the Mayor, on the basis of their particular fitness for their duty on said Commission and subject to the approval of the City Council in accordance with the provisions of 65 Illinois Compiled Statutes 5/11-13-1 et seq. The Director of Community Development shall serve as secretary of the Commission. (Ord. 98-19, 5-4-1998)

2-15-3 : TERM OF OFFICE:

Of the eleven (11) members appointed, four (4) shall serve for a period of three (3) years; four (4) for a period of two (2) years, and three (3) for a period of one year. Thereafter, such members shall serve for a period of three (3) years. Vacancies shall be filled by appointments for unexpired terms only. All members of the Commission shall serve without compensation except that they may be reimbursed for reasonable expenses. (Ord. 64-31, 9-8-1964)

2-15-4 : PROCEDURE:

Immediately following their appointment, the members of the Commission shall meet, organize, elect such officers as it may deem necessary, and adopt rules and regulations of organization and procedure consistent with this Code and State laws. The Commission shall keep written records of its proceedings; show the actions of the Commission, vote of each member upon questions, or if absent or failing to vote, indicating the fact, and records shall be made of the Commission and other official actions. All of which shall be filed immediately in the Office of Community Development and open at all times to public inspection. The Commission shall submit an annual report to the Mayor and City Council setting forth its transactions and recommendations. (Ord. 64-31, 9-8-1964)

2-15-5 : POWERS AND DUTIES:

The Commission shall have the following powers and duties:

(A) To prepare and recommend to the City Council a comprehensive plan for the present and future development or redevelopment of the City and contiguous unincorporated territory not more than one and one-half (1^{1/2}) miles beyond the corporate limits of the City and not included in any other municipality. Such plan when adopted in whole or in separate geographical or functional parts, shall be the Official Comprehensive Plan, or part thereof. Such plans shall be advisory except as to such part thereof as has been implemented by ordinances. The Comprehensive Plan shall not be adopted or amended except after notice and public hearing as required by 65 Illinois Compiled Statutes 5/11-12-7. The City Clerk shall file notice of the adopted Comprehensive Plan and any amendments thereto with the County Recorder of Deeds and report same to the chairman of the Commission.

(B) To provide for the health, safety, comfort and convenience of the inhabitants of the City and contiguous territory, the Commission shall establish reasonable standards of design for subdivisions and resubdivisions, reasonable requirements governing the location, width, course and surfacing of public streets and highways, alleys, ways for public service facilities, curbs, gutters, sidewalks, streetlights, parks, playgrounds, school grounds, size of lots to be used for residential purposes, storm water drainage, water supply and distribution, sanitary sewers, and sewage collection and treatment. The requirements specified herein shall become regulatory when adopted by ordinance.

(C) The Commission shall receive for review, the plans for each subdivision of land within the City and within one and one-half (1½) miles of the City and not part of another municipality. The Commission shall determine whether the subdivision conforms to the Comprehensive Plan and the Official Map of the City and report by resolution to the Council and within the time limits prescribed in 65 Illinois Compiled Statutes 5/11-12-8.

(D) To recommend to the City Council from time to time, such changes in the Comprehensive Plan, or any part thereof, as may be deemed necessary.

(E) To prepare and recommend to the City Council, from time to time, proposals and/or recommendations for specific improvements in pursuance of the Comprehensive Plan.

(F) To give aid to the officials of the City charged with the direction of projects for improvements embraced within the Official Plan, or parts thereof, to further the making of such improvements and generally to promote the realization of the Comprehensive Plan.

(G) To arrange and conduct any form of publicity in relation to its activities for the general purpose of public understanding.

(H) To cooperate with regional planning commissions and other agencies or groups to further the local planning program and to assure harmonious and integrated planning for the area.

(I) To exercise such other powers germane to the powers granted by State law, as may be conferred by the City Council.

(J) To designate land suitable for annexation to the Municipality and the recommended zoning classification for such land upon annexation. (Ord. 64-31, 9-8-1964)

2-15-5.1: JOINT DUTIES

The Commission shall have jurisdiction in matters and shall have the specific and general powers provided in the zoning title (Chapter 5).

(A) Special Exceptions and Interpretation of Map: The Commission shall have the power to hear and decide, in accordance with the provisions of the zoning title, requests or applications for special exceptions or of interpretation of the Zoning Map or for decisions upon other special questions upon which the Commission is authorized to pass.

1. Special Exceptions: in addition to permitting the special exceptions heretofore specified in this report, the Commission shall have authority to permit the following:

(a) Nonconforming Uses: The substitution for a nonconforming use, by another nonconforming use, if no structural alterations except those required by law or ordinance are made; provided, however, that any use so substituted shall be of the same or a more restricted classification.

(b) Temporary Uses and Permits:

(i) The temporary use of a building or premises in any district for a purpose or use that does not conform to the regulations prescribed by the zoning title, provided that such use be of a true temporary nature and does not involve the erection of substantial buildings. Such permit shall be granted in the form of a temporary and revocable permit for not more than a twelve (12) month period, subject to such conditions as will safeguard the public health, safety, convenience and general welfare.

(ii) The temporary use of a building or premises in undeveloped sections for a purpose that does not

conform to the regulations prescribed by the zoning title, provided that such structure or use is of a true temporary nature, is promotive of or incidental to the development of such undeveloped sections, and does not involve the erection of substantial buildings. Such permit shall be granted in the form specified under subsection (A) 1(b)(1) of this Section.

2. Authorize special uses requiring approval of the Commission: The Commission may grant authorization of certain special uses in zoning districts as provided in the zoning title. The Commission shall give due regard to the nature and condition of all adjacent uses and structures, and the consistency therewith of the proposed use and development. Before authorizing a use as a special exception, the Commission shall determine whether the proposed exception or use would be hazardous, harmful, noxious, offensive or a nuisance to the surrounding neighborhood by reason of noise, smoke, odor, vibration, dust and dirt, cinders, noxious gases, glare and heat, fire and safety hazards, sewage wastes and pollution, transportation and traffic, aesthetic and psychological effects. The Commission may utilize and give recognition to those performance standards which are available in model codes or ordinances, or have been developed by planning, manufacturing, health, architectural and engineering research organizations, and can be applied to the proposed use, to assist it in reaching a fair and objective decision. Upon authorizing a special use and/or exception, the Commission may impose such requirements and conditions, in addition to those expressly stipulated in the report for the particular special use and/or exception, as the Commission may deem necessary for the protection of adjacent properties and the public interest.

3. Interpretation of Map: Where the street or lot layout actually on the ground or as recorded, differs from the street and lot lines indicated on the Zoning Map, the Commission, after notice to the owners of the property and after public hearing, shall interpret the Map in such a way as to carry out the intent and purposes of the zoning title for the particular section or district in question.

(B) Administrative Review And Variances: The Commission shall have the power:

1. Administrative Review: To hear and decide appeals where it is alleged by the applicant that there is error in any order, requirement, decision, grant or refusal made by the building inspector in the enforcement of the provisions of the zoning title.

2. Variances: To authorize on appeal in specific cases such variance from the terms of the zoning title as will not be contrary to the public interest, where owing to a special condition, a literal enforcement of the provisions of the zoning title will result in unnecessary hardship, and so that the spirit of the zoning title shall be observed and substantial justice done, as follows:

(a) Where by reason of exceptional narrowness, shallowness or shape of a specific piece of property at the time of enactment of the zoning title, or by reason of exceptional topographic conditions, or other extraordinary and exceptional situation or condition of such piece of property, or of the use or development of property immediately adjoining the piece of property in question, the literal enforcement of the provisions of the zoning title would result in peculiar and exceptional practical difficulties or exceptional and undue hardship upon the owner of such property, unnecessary to carry out the spirit and purpose of the zoning title, the Commission shall have the power to authorize, upon appeal, a variance from such strict application, so as to relieve such difficulties or hardships, and so that the spirit and purpose of the zoning title shall be observed and substantial justice done. In authorizing a variance the Commission may attach thereto such conditions regarding the location, character and other features of the proposed building, structure or use as it may deem advisable in the interest of the furtherance of the purposes of the zoning title.

(b) No such variance in the provisions or requirements of the zoning title shall be authorized by the Commission unless the Commission finds beyond reasonable doubt that all of the following conditions exist:

(i) That there are exceptional or extraordinary circumstances or conditions applying to the property in question or to the intended use of the property that do not apply generally to other properties or class of uses in the same zoning district.

(ii) That such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other properties in the same zoning district and in the vicinity.

(iii) That the authorizing of such variance will not be of substantial detriment to adjacent property and will not materially impair the purposes of the zoning title or the public interest.

(c) No grant or variance shall be authorized unless the Commission specifically finds that the condition or situation of the specific piece of property for which the variance is sought is not of so typical or recurrent a nature as to make reasonably practicable the formulation of a general regulation, under an amendment of the zoning title, for such conditions or situations.

(d) The Commission shall have no power to authorize a variance for the establishment of a nonconforming use where none previously existed.

3. Action Of Commission: In exercising its powers, the Commission may, in conformity with the provisions of the Illinois Compiled Statutes and of the zoning title, reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as, in the Commission's opinion, ought to be made, and to the end has all the powers of the officer from whom the appeal is taken.

(C) Judicial Review: All final administrative decisions of the Commission of Zoning Appeals shall be subject to judicial review pursuant to the provisions of the "Administrative Review Act", approved May 8, 1945, and all amendments and modifications thereof, and the rules adopted pursuant thereto. (Ord. 18-08, 6-3-2019; amd. Ord. 19-17, 6-3-2019)

(D) Six (6) members of the Commission shall constitute a quorum. The Commission shall act by resolution, and the concurring vote of four (4) members shall be necessary to reverse any order, requirement, decision or determination of the Director of Community Development or to decide in favor of an applicant any matter upon which it is required to pass under the zoning title, or to effect any variation in the requirements of the zoning title.

2-15-5.2: APPLICATION AND APPEALS:

(A) Application; Filing; Fee: An application to the Commission, in cases in which it has original jurisdiction under the provisions of the zoning title, may be taken by any property owner, including a tenant, or by any governmental officer, department, board or bureau. Such application shall be filed with the building inspector, together with a fee of twenty-five dollars (\$25.00), who shall transmit the same, together with all the plans, specifications and other papers pertaining to the application to the Commission. Should the application be withdrawn prior to publication of legal notice thereon, such fee will be returned upon written request of the applicant.

(B) Appeal; Fee: An appeal to the Commission may be taken by any property owner, including a tenant, or by any governmental officer, department, board or bureau affected by any ruling of the building inspector. Such appeal shall be taken within a reasonable time, as prescribed by the rules of the Commission, by filing with the building inspector a notice of appeal specifying the grounds thereof. The building inspector shall forthwith transmit to the Commission such notice of appeal, together with all the plans and papers constituting the record upon which the action appealed from was taken. A fee of twenty-five dollars (\$25.00) shall also accompany the appeal. Should the appeal be withdrawn prior to publication of legal notice thereon, such fee will be returned upon written request of the applicant.

(C) Hearing Notice: The Commission shall fix a reasonable time for the hearing of an application or of an appeal. It shall give at least fifteen (15) days' notice of the time and place of such hearing by insertion in a newspaper published in the community, and shall also give notice delivered by first class mail at least five (5) days before the time fixed for such hearing to the applicant or appellant and to the building inspector, and to the respective owners of record of property adjoining or adjacent to the premises in question. Any party may appear at such hearing in person or by agent or by attorney. The Commission shall decide the application or appeal within a reasonable time.

(D) Stay Of Proceeding: An appeal shall stay all proceedings in furtherance of the action appealed from, unless the building inspector certifies to the Commission that by reason of facts stated in the certificate, a stay would in his opinion cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by an order which may, on due cause shown, be granted by the Commission on application, after notice to the building inspector, or by a court of record. (Ord. 67-24, 7-24-1967)

2-15-6 : LAND SUBDIVISION OR RESUBDIVISION:

At any time or times, before or after the formal adoption of the Comprehensive Plan by the corporate authorities, an official map may be designated by ordinance, which map may consist of the whole area included within the Official Comprehensive Plan, or one or more separate geographical or functional parts, and may include all or any part of the contiguous unincorporated area within one and one-half (1½) miles of the corporate limits of the City. All requirements for public hearing, filing of notice of adoption with the County Recorder of Deeds, and filing of said Plan and ordinances, including the Official Map, with the City Clerk shall be complied with as provided for by law. No map or plat of any subdivision or resubdivision presented for record affecting land within the corporate limits of the City or within contiguous territory which is not more than one and one-half (1½) miles beyond the corporate limits shall be entitled to record or shall be valid unless the subdivision shown thereon provides for standards of design and standards governing streets, alleys, public ways, ways for public service facilities, streetlights, public grounds, size of lots to be used for residential purposes, storm and flood water runoff channels and basins, water supply and distribution, sanitary sewers and sewage collection and treatment in conformity with the applicable requirements of this Code, including the Official Map. (Ord. 64-31, 9-8-1964)

CHAPTER 5

BOARD OF ZONING APPEALS

REPEALED (April 20, 2026)



COMMITTEE OF THE WHOLE

Agenda Item Designation of the River Edge Redevelopment Zone
Prepared by: Mark Rothert, City Administrator
Meeting Date March 16, 2026 Agenda Item # _____
Type of Action (Ordinance, Resolution, Receive & File, Amendment). Ordinance
Council Date for Action March 16, 2026 (waiver of 2nd reading requested)

DESCRIPTION

The purpose of this memo is to provide information and outline the next steps for certifying a River Edge Redevelopment Zone (“RERZ”) in the City of East Moline. The map of the proposed area is attached.

The River Edge Redevelopment Zone Act (the “Act”), 65 ILCS 115 /10 1, et seq. is designed to help revitalize areas near the riverfront by providing local developers and businesses with critical tools to revive and redevelop properties that will stimulate investment opportunities and create jobs. The RERZ initiative includes the designation of redevelopment zones that are eligible to receive tax credits and exemptions and grant funding to support environmental remediation and redevelopment efforts that will lead to economic revitalization in these areas.

In 2023 the General Assembly of the State of Illinois, pursuant to Illinois Public Act 103-0595, authorized the Department of Commerce and Economic Opportunity (“DCEO”) to certify a River Edge Redevelopment Zone in the City of East Moline. In order to qualify for the benefits of the Act, a municipality must designate an area meeting the criteria of the Act by an initiating ordinance and apply to DCEO for approval of the designation of such area as a River Edge Redevelopment Zone.

A RERZ provides several incentives authorized by State law. Two of these – sales tax exemption and property tax abatement (if offered in the zone) – are administered by the local zone administrators. The others involve tax incentives and are claimed on Illinois Income Tax filing forms.

RERZ Incentives include:

- **Dividend Income Deduction**

Allows individuals, corporations, trusts and estates to deduct an amount equal to dividends paid to them by a corporation that conducts substantially all of its operation in the RERZ from their taxable income.

- **Interest Income Deduction**

Allows financial corporations to deduct an amount equal to the interest received for a loan for development in an RERZ from their corporate State Income tax. Loans must be secured by property located within an RERZ.

- **New Construction Jobs Credits**

Allows eligible project owners to deduct received tax credits from their taxable income. Tax credits are issued based on the incremental income tax attributable to the River Edge construction employees employed on an eligible project.

DESCRIPTION

▪ **Building Materials Sales Tax Exemption**

Allows for exemption of sales tax on construction materials for non-residential projects within the RERZ. Forms necessary to claim this “point-of-sales” exemption are available from the local administrator.

▪ **Illinois Historic Preservation Tax Credit Program**

The River Edge Historic Tax Credit Program (“RE-HTC”) provides a state income-tax credit equal to 25% of a project's qualified rehabilitation expenditures to owners of certified historic structures located within RERZs who undertake certified rehabilitations.

▪ **Property Tax Abatement**

RERZs may offer property tax abatement within the zone. Property tax abatement is not currently proposed as being an incentive of the East Moline RERZ, but an application to amend the incentives of the RERZ to include property tax abatement can be submitted to DCEO at a later date. Tax abatement is subject to approval of a resolution authorizing the abatement by each overlapping taxing district.

The steps to certifying an RERZ are as follows:

▪ **Conduct Public Hearing**

At least one public hearing within the proposed zone area on the question of whether to create the zone, what local plans, tax incentives and other programs should be established in connection with the zone must be held prior to adoption of a designating ordinance.

▪ **Approve Designating Ordinance**

Upon completion of the requisite public hearing, a designating ordinance must be approved by the municipality that includes a map and description of the proposed area, a finding that the area meets the eligibility criteria, the designation of a local zone administrator, and other requirements of the Act.

▪ **Submit Application to DCEO**

An application must be submitted to DCEO that includes the designating ordinance, a map of the proposed zone, an analysis of the qualifications of the proposed zone area, details of the financial incentives or benefits to be provided by the municipality, the economic development and planning objectives for the zone, an estimate of the economic impact of the zone, and other requirements set forth by DCEO.

All applications must be considered and acted upon by DCEO no later than 180 days after being received.

FINANCIAL IMPACT

Line Item #	Line-Item Title	Department	Amount Budgeted	Available Funds	Amount Requested
N/A					
TOTALS - Revenue					
TOTALS - Expenditure					

If this is a CIP Project, identify project number _____

RECOMMENDATION/REQUESTED ACTION _____ **Approval** _____

RECORD OF VOTES: _____

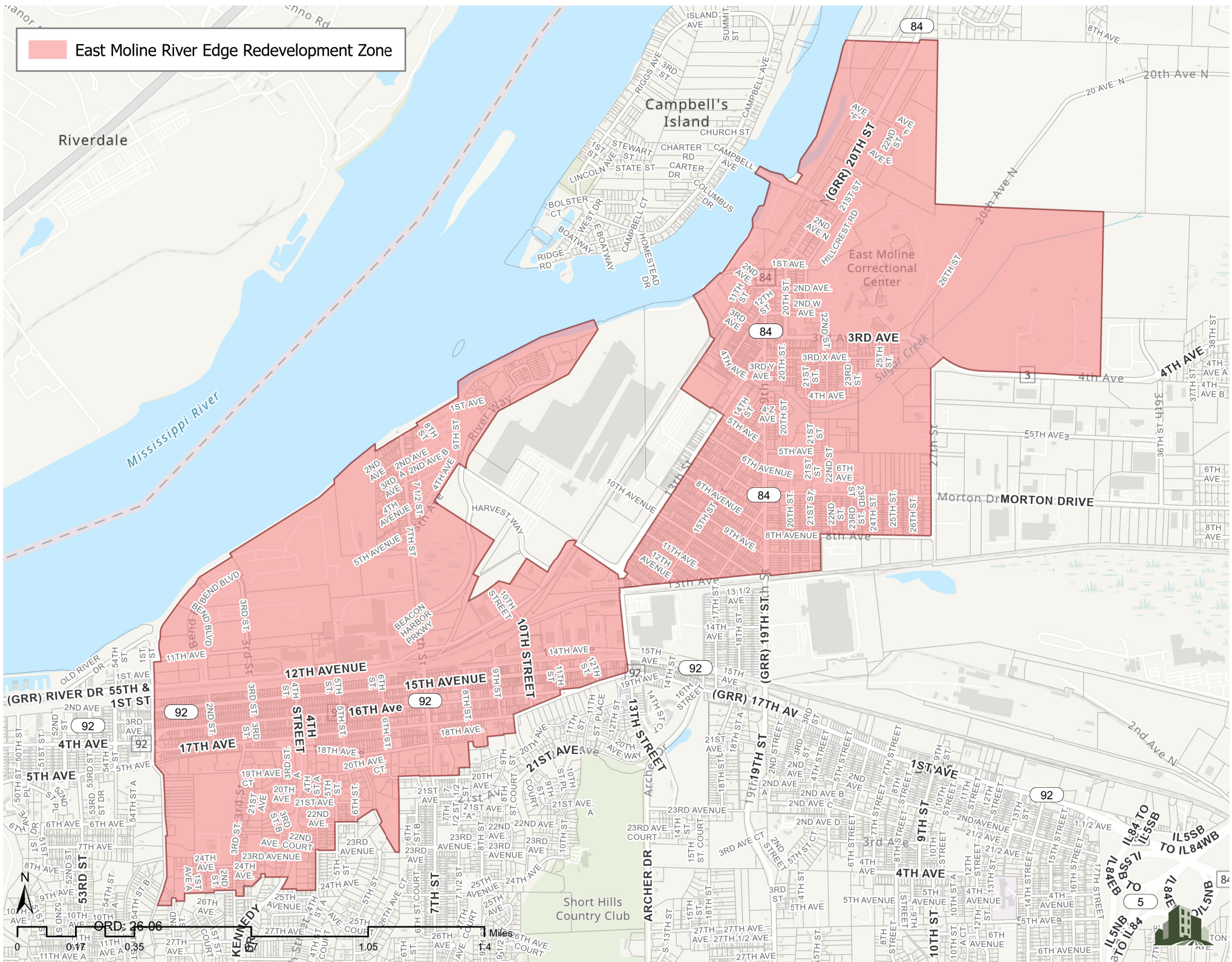
MOTION BY _____ SECONDED BY _____

TO

CITY COUNCIL VOTES

VOTES	OLIVIA DOROTHY	JEFF DEPPE	LARRY JONES	ADAM GUTHRIE	RHEA OAKES	LYNN SEGURA	J.R. RICO
YES							
NO							
ABSTAIN							
ABSENT							

East Moline River Edge Redevelopment Zone



ORD: 26-06

IL 84 TO IL 55B
IL 55B TO IL 55B
IL 55B TO IL 84B
IL 84B TO IL 84B
IL 84B TO IL 84B

ORDINANCE NO. 26-06

AN ORDINANCE DESIGNATING AN AREA AS A RIVER EDGE REDEVELOPMENT ZONE IN THE CITY OF EAST MOLINE, ILLINOIS

WHEREAS, in 2006 the General Assembly of the State of Illinois enacted the River Edge Redevelopment Zone Act (the “Act”) (65 ILCS 115/10-1 et seq.) to promote the redevelopment of environmentally challenged properties along rivers in the State by authorizing various tax incentives by state and local governments in properly designated areas; and

WHEREAS, in order to qualify for the benefits of the Act a municipality must designate an area meeting the criteria of the Act by an initiating ordinance and apply to the State of Illinois Department of Commerce and Economic Opportunity (the “Department”) for approval of the designation of such area as a River Edge Redevelopment Zone (“Zone”); and

WHEREAS, in 2023 the General Assembly of the State of Illinois, pursuant to Illinois Public Act 103-0595, authorized the Department to certify an additional pilot Zone in the City of East Moline (“City”); and

WHEREAS, the City conducted a public hearing as required by Section 10-5 (b) (ii) of the Act in the proposed Zone on Monday, February 16, 2026, pursuant to a Public Notice published in the Moline Dispatch-Argus Newspaper on Friday, January 30, 2026; and

WHEREAS, the City has found that the area depicted in Exhibit A and described in Exhibit B of this Ordinance meets the criteria of a River Edge Redevelopment Zone, and has recommended designation of this area as such a Zone, and the offer of the incentives described herein, all subject to approval by the Department.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF EAST MOLINE, ROCK ISLAND COUNTY, ILLINOIS, as follows:

Section 1. The area affected by the designation in this Ordinance is depicted in Exhibit A and precisely described in Exhibit B of this Ordinance.

Section 2. The area as depicted in Exhibit A and described in Exhibit B of this Ordinance meets the qualifications for a Zone as established in Section 10-4 of the Act based on the following considerations:

- A. The area is a contiguous area adjacent to the Mississippi River in the City;
- B. The area exceeds one-half square mile in area, but it does not exceed 12 square miles in area;

C. The area satisfies any additional criteria known to have been established by the Department;

D. The area is entirely within the corporate boundaries of the municipality known as the City of East Moline, Illinois;

E. The area contains at least 100 acres of environmentally challenged property within 1,500 yards of the riverfront of the Mississippi River;

Section 3. The area depicted in Exhibit A and described in Exhibit B of this Ordinance is hereby designated a River Edge Redevelopment Zone as defined in the Act, subject to the approval of the Department in accordance with the Act, and shall be known as the "East Moline River Edge Redevelopment Zone".

Section 4. The City Council hereby approves, subject to the approval of the Department, the East Moline River Edge Redevelopment Zone.

Section 5. Subject to certification by the Department in accordance with the Act, the City will offer tax incentives and/or reimbursement of taxes so authorized under the Act to businesses located in within the River Edge Redevelopment Zone, all in accordance with the terms of the Act.

Section 6. The designation of the area described in Exhibit B as a Zone shall expire on December 31, 2056.

Section 7. The Zone Administrator shall be the City of East Moline City Administrator, or his designee. As assisted with staff, the Zone Administrator shall be the liaison between the City as the designating municipality, the Department, and any designated zone organizations as defined by the Act within the East Moline River Edge Redevelopment Zone.

Section 8. The City Administrator is hereby authorized and directed to cause to be prepared an application to the Department in accordance with the provisions of the Act, to provide such additional information and documentation as may be required by the Department, and to otherwise take such action as may be necessary on behalf of the City to obtain certification by the Department of the designation of the River Edge Redevelopment Zone herein provided.

Section 9. That all ordinances and parts thereof in conflict herewith are expressly repealed and are of no further force and effort.

Section 10. That the provisions and sections of this Ordinance shall be deemed severable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

Section 11. This Ordinance shall become effective upon its passage and approval as required by law.

ADOPTED by the CITY COUNCIL of the CITY of EAST MOLINE, this 16th day of March 2026, A.D.

PASSED: March 16, 2026
APPROVED: March 16, 2026

Council Vote Record	Olivia Dorothy	Jeff Deppe	Larry Jones	Adam Guthrie	Rhea Oakes	Lynn Segura	J.R. Rico
Yes							
No							
Abstain							
Absent							

MAYOR OF THE CITY OF EAST MOLINE

ATTEST: _____
CITY CLERK

EXHIBIT A RIVER EDGE REDEVELOPMENT ZONE BOUNDARY MAP

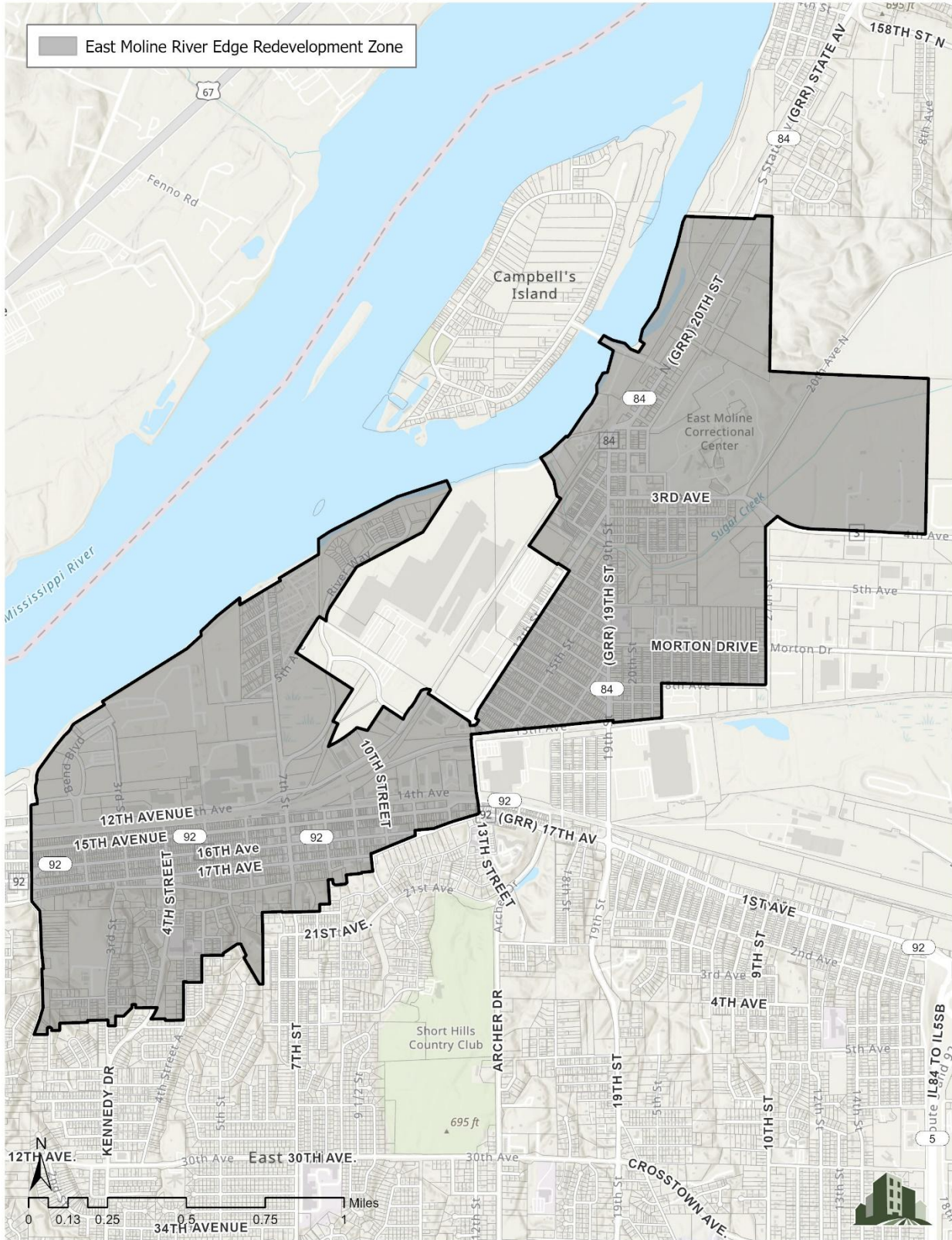


EXHIBIT B

RIVER EDGE REDEVELOPMENT ZONE BOUNDARY DESCRIPTION

A TRACT OF LAND LOCATED IN SECTIONS 19, 20, AND 30 IN TOWNSHIP 18 NORTH, RANGE 1 EAST OF THE FOURTH PRINCIPAL MERIDIAN; AND SECTIONS 24, 25, 26, 35, AND 36 IN TOWNSHIP 18 NORTH, RANGE 1 WEST OF THE FOURTH PRINCIPAL MERIDIAN; ALL IN THE CITY OF EAST MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF ROCK ISLAND COUNTY SUPERVISOR OF ASSESSMENTS PARCEL (HEREINAFTER REFERRED TO AS ASSESSOR'S PARCEL) WITH PIN 09-19-200-012, AS IDENTIFIED IN SUPERVISOR OF ASSESSMENTS MAP LOT 201-1 SHEET 41; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION AND SAID PARCEL A DISTANCE OF APPROXIMATELY 2,591 FEET TO THE NORTH LINE OF ASSESSOR'S PARCEL WITH PIN 09-19-400-003, AS IDENTIFIED IN SUPERVISOR OF ASSESSMENTS MAP LOT 401 SHEET 43; THENCE EASTERLY ALONG SAID NORTH LINE A DISTANCE OF APPROXIMATELY 2,662 FEET TO THE NORTHEAST CORNER OF ASSESSOR'S PARCEL WITH PIN 09-20-300-001, AS IDENTIFIED IN SUPERVISOR OF ASSESSMENTS MAP LOT 300 SHEET 44; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 2,604 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 4TH AVENUE; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 2,527 FEET; THENCE SOUTHWESTERLY A DISTANCE OF APPROXIMATELY 264 FEET TO THE WEST RIGHT-OF-WAY LINE OF 27TH STREET; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 2,659 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 8TH AVENUE; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 1,731 FEET TO THE POINT OF INTERSECT WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 1 IN BLOCK 1 OF THE KORBS ADDITION TO PLEASANT VALLEY SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 09-30-403-001; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND EAST LINE A DISTANCE OF APPROXIMATELY 579 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 10TH AVENUE; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 816 FEET TO THE EAST RIGHT-OF-WAY LINE OF 19TH STREET; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 38 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 13TH AVENUE; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 2,391 FEET TO THE WEST RIGHT-OF-WAY LINE OF 13TH STREET; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 1,357 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 18TH AVENUE; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 1,986 FEET TO THE WEST RIGHT-OF-WAY LINE OF 10TH STREET; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 301 FEET TO THE SOUTHEAST CORNER OF ASSESSOR'S PARCEL WITH PIN 08-36-216-010, AS IDENTIFIED IN SUPERVISOR OF ASSESSMENTS MAP LOT 86-2A SHEET 73; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 192 FEET TO THE EAST LINE OF ASSESSOR'S PARCEL WITH PIN 08-36-216-009, AS IDENTIFIED IN SUPERVISOR OF ASSESSMENTS MAP LOT 86-1 SHEET 73; THENCE SOUTHERLY ALONG SAID EAST LINE A DISTANCE OF APPROXIMATELY 16 FEET TO THE NORTH LINE OF ASSESSOR'S PARCEL WITH PIN 08-36-216-007, AS IDENTIFIED IN SUPERVISOR OF ASSESSMENTS MAP LOT 401 SHEET 73; THENCE WESTERLY ALONG SAID NORTH LINE A DISTANCE OF APPROXIMATELY 259 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 130 FEET TO THE SOUTHWEST CORNER OF LOT 2 IN BLOCK 1 OF THE RIVER VIEW ADDITION, EXCLUDING PINEHURST WEST ¼, ALSO ASSESSOR'S PARCEL WITH PIN 08-36-216-002; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT AND PARCEL AND WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG SOUTH LINE AND EAST LINE OF LOT 1 IN SAID BLOCK OF SAID SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 08-36-216-001, A DISTANCE OF APPROXIMATELY 318 FEET TO THE POINT OF INTERSECT WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF ASSESSOR'S PARCEL WITH PIN 08-36-142-010, AS IDENTIFIED IN SUPERVISOR OF ASSESSMENTS MAP LOT 411 SHEET 70; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 406 FEET TO THE NORTHEAST CORNER OF ASSESSOR'S PARCEL WITH PIN 08-36-127-004, ALSO THE ROSS 1ST ADDITION INDIAN HILL EAST 80 FEET OF SOUTH 120 FEET; THENCE WESTERLY ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 168 FEET TO THE NORTHWEST CORNER OF ASSESSOR'S PARCEL WITH PIN 08-36-127-003, ALSO THE ROSS 1ST ADDITION INDIAN HILL LOT WEST 80 FEET OF EAST 170 FEET OF SOUTH 120 FEET; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 118 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 20TH AVENUE; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 462 FEET TO THE NORTHEAST CORNER OF ASSESSOR'S PARCEL WITH PIN 08-36-121-004, AS IDENTIFIED IN SUPERVISOR OF ASSESSMENTS MAP LOT 123 SHEET 63; THENCE WESTERLY ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 165 FEET TO THE EAST RIGHT-OF-WAY LINE OF 6TH STREET COURT; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 10 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 20TH AVENUE COURT; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 334 FEET TO THE POINT OF INTERSECT WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 9 IN THE INDIAN BLUFF 2ND ADDITION SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 08-36-119-010; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND EAST LINE A DISTANCE OF APPROXIMATELY 1,200 FEET TO THE SOUTHEAST CORNER OF LOTS 9 AND 10 IN THE TOMLINSON AND CONVILLE LAND SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 08-36-115-006; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT AND PARCEL A DISTANCE OF APPROXIMATELY 60 FEET TO THE SOUTHWEST CORNER OF SAID LOT AND PARCEL; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID LOT AND PARCEL A DISTANCE OF APPROXIMATELY 512 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 6TH STREET; THENCE NORTHEASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 55 FEET TO THE EAST RIGHT-OF-WAY LINE OF 6TH STREET; THENCE NORTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 212 FEET TO THE POINT OF INTERSECT WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 6 IN THE TOMLINSON AND CONVILLE LAND SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 08-36-115-004; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION A DISTANCE OF APPROXIMATELY 55 FEET TO THE SOUTHEAST CORNER OF SAID LOT AND PARCEL; THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID LOT AND PARCEL A DISTANCE OF APPROXIMATELY 288 FEET TO THE EAST RIGHT-OF-WAY LINE OF 6TH STREET; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 6 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 22ND AVENUE; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 359 FEET TO THE WEST RIGHT-OF-WAY LINE OF 5TH STREET; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 449 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 23RD AVENUE; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 260 FEET TO THE EAST RIGHT-OF-WAY LINE OF 4TH STREET; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 14 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 48 FEET TO THE WEST RIGHT-OF-WAY LINE OF 4TH STREET; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 644 FEET TO THE NORTHEAST CORNER OF LOT 4 IN THE BERYL SMITH SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 08-35-411-004; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT AND PARCEL A DISTANCE OF APPROXIMATELY 305 FEET TO THE EAST LINE OF LOT 4 IN THE PAUL VERSLUIS 5TH ADDITION SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 08-35-408-005; THENCE NORTHERLY ALONG SAID EAST LINE A DISTANCE OF APPROXIMATELY 27 FEET TO THE NORTHEAST CORNER OF SAID LOT AND PARCEL; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT AND PARCEL A DISTANCE OF APPROXIMATELY 240 FEET TO THE EAST RIGHT-OF-WAY LINE OF KENNEDY DRIVE; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 220 FEET TO THE POINT OF INTERSECT WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF ASSESSOR'S PARCEL WITH PIN 08-35-400-015, AS IDENTIFIED IN SUPERVISOR OF ASSESSMENTS MAP LOT 447 3 SHEET 62 IN THE ANDREW PAUSTIANS 2ND ADDITION SUBDIVISION; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION AND NORTH LINE A DISTANCE OF APPROXIMATELY 359 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 24TH AVENUE; THENCE NORTHERLY ALONG THE EAST RIGHT-OF-WAY LINE OF 24TH AVENUE A DISTANCE OF APPROXIMATELY 53 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 24TH AVENUE; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 63 FEET TO

THE POINT OF INTERSECT WITH THE NORTHERLY EXTENSION OF THE NORTHEAST CORNER OF LOT 14 IN THE ANDREW PAUSTIANS 2ND ADDITION SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 08-35-406-012; THENCE SOUTHERLY A DISTANCE OF APPROXIMATELY 52 FEET TO THE NORTHEAST CORNER OF SAID LOT AND PARCEL; THENCE SOUTHWESTERLY ALONG THE SOUTHEAST LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 201 FEET TO THE SOUTH LINE OF SAID PARCEL; THENCE WESTERLY ALONG SAID SOUTH LINE A DISTANCE OF APPROXIMATELY 131 FEET TO THE EAST LINE OF LOT 9 IN THE ANDREW PAUSTIANS 1ST ADDITION SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 08-35-412-009; THENCE SOUTHERLY ALONG SAID EAST LINE A DISTANCE OF APPROXIMATELY 161 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 25TH AVENUE; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 125 FEET TO THE EAST RIGHT-OF-WAY LINE OF 3RD STREET; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 94 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 343 FEET TO THE WEST RIGHT-OF-WAY LINE OF 2ND STREET; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 31 FEET TO THE EAST LINE OF LOT 35 IN THE GLENDALE SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 08-35-402-018; THENCE SOUTHERLY ALONG SAID EAST LINE A DISTANCE OF APPROXIMATELY 31 FEET TO THE SOUTHEAST CORNER OF SAID LOT AND PARCEL; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT AND PARCEL A DISTANCE OF APPROXIMATELY 466 FEET TO THE EAST LINE OF ASSESSOR'S PARCEL WITH PIN 08-35-402-084, AS IDENTIFIED IN SUPERVISOR OF ASSESSMENTS MAP LOT 451 SHEET 62; THENCE SOUTHERLY ALONG SAID EAST LINE A DISTANCE OF APPROXIMATELY 120 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 137 FEET TO THE EAST RIGHT-OF-WAY LINE OF 1ST STREET; THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 69 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 1ST STREET; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 38 FEET TO THE WEST RIGHT-OF-WAY LINE OF 1ST STREET; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 7 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 9 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 112 FEET TO THE SOUTHEAST CORNER OF ASSESSOR'S PARCEL WITH PIN 08-35-401-004, AS IDENTIFIED IN SUPERVISOR OF ASSESSMENTS MAP LOT 408 SHEET 62; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 224 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE NORTHEASTERLY ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 472 FEET TO THE SOUTHWEST CORNER OF ASSESSOR'S PARCEL WITH PIN 08-35-401-001, AS IDENTIFIED IN SUPERVISOR OF ASSESSMENTS MAP LOT 405 SHEET 62; THENCE NORTHERLY ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 656 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 1ST STREET; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 26 FEET TO THE EAST RIGHT-OF-WAY LINE OF 1ST STREET; THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 1,215 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 5TH AVENUE, ALSO THE EAST RIGHT-OF-WAY LINE OF 55TH STREET; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 1,584 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 11TH AVENUE; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 93 FEET TO THE EAST RIGHT-OF-WAY LINE OF JENNA WAY; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 2,155 FEET TO THE WEST LINE OF ASSESSOR'S PARCEL WITH PIN 08-25-100-015, WHICH INCLUDES PART OF SUBLOTS 1 AND 4 OF LOT 7 AND PART OF SUBLOTS 3 AND 4 OF LOT 8 IN THE LECLAIRES RESERVE SUBDIVISION AND PART OF OUTLOT 2 IN THE TROY SUBDIVISION, AS IDENTIFIED IN SHEET 67; THENCE NORTHWESTERLY ALONG SAID EAST LINE A DISTANCE OF APPROXIMATELY 64 FEET TO THE NORTH LINE OF SAID PARCEL; THENCE NORTHEASTERLY ALONG SAID NORTH LINE A DISTANCE OF APPROXIMATELY 1,992 FEET TO THE WEST LINE OF ASSESSOR'S PARCEL WITH PIN 08-25-300-013, WHICH IS PART OF OUTLOT 2 IN THE TROY SUBDIVISION, AS IDENTIFIED IN SHEET 67; THENCE NORTHERLY ALONG SAID WEST LINE A DISTANCE OF APPROXIMATELY 68 FEET TO THE NORTH LINE OF SAID PARCEL, LOCATED ON THE SOUTH BANK OF THE MISSISSIPPI RIVER; THENCE NORTHEASTERLY ALONG SAID NORTH LINE AND SOUTH RIVER BANK A DISTANCE OF APPROXIMATELY 862 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 118 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 1ST AVENUE; THENCE NORTHEASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 794 FEET TO THE WEST LINE OF ASSESSOR'S PARCEL WITH PIN 08-25-200-003, AS IDENTIFIED IN SUPERVISOR OF ASSESSMENTS MAP LOT 302 SHEET 69; THENCE NORTHWESTERLY ALONG SAID WEST LINE A DISTANCE OF APPROXIMATELY 46 FEET TO THE NORTH LINE OF SAID PARCEL, ALSO THE SOUTH LINE OF THE GREAT RIVER TRAIL; THENCE NORTHEASTERLY ALONG SAID NORTH LINE AND SOUTH TRAIL LINE A DISTANCE OF APPROXIMATELY 773 FEET TO THE WEST LINE OF ASSESSOR'S PARCEL WITH PIN 08-24-401-005, WHICH IS OUTLOT B AND PART OF LOT 1 OF THE QUARTER ADDITION SUBDIVISION AND PART OF OUTLOT B IN THE QUARTER SUBDIVISION NUMBER 2, AS IDENTIFIED IN SHEET 71; THENCE NORTHERLY ALONG SAID WEST LINE A DISTANCE OF APPROXIMATELY 257 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 2,367 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE SOUTHEASTERLY ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 169 FEET TO THE NORTHEAST CORNER OF LOT 6 IN THE QUARTER ADDITION SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 08-24-401-004; THENCE SOUTHWESTERLY ALONG THE SOUTHEAST LINE OF SAID LOT AND PARCEL A DISTANCE OF APPROXIMATELY 844 FEET TO THE SOUTH LINE OF ASSESSOR'S PARCEL WITH PIN 08-24-401-005, WHICH IS OUTLOT B AND PART OF LOT 1 OF THE QUARTER ADDITION SUBDIVISION AND PART OF OUTLOT B IN THE QUARTER SUBDIVISION NUMBER 2, AS IDENTIFIED IN SHEET 71; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE A DISTANCE OF APPROXIMATELY 2,305 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 13TH AVENUE; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 136 FEET TO THE WEST RIGHT-OF-WAY LINE OF 5TH AVENUE; THENCE SOUTHWESTERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 719 FEET TO THE NORTHERNMOST CORNER OF ASSESSOR'S PARCEL WITH PIN 08-25-200-021, AS IDENTIFIED IN SUPERVISOR OF ASSESSMENTS MAP LOT 310-T SHEET 69; THENCE SOUTHEASTERLY ALONG THE NORTHEAST LINE A DISTANCE OF APPROXIMATELY 1,132 FEET TO THE WEST LINE OF ASSESSOR'S PARCEL WITH PIN 08-25-200-008, AS IDENTIFIED IN SUPERVISOR OF ASSESSMENTS MAP LOT 304-R SHEET 69 AND 72; THENCE SOUTHWESTERLY ALONG SAID WEST LINE A DISTANCE OF APPROXIMATELY 631 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 97 FEET TO THE WEST LINE OF 08-25-400-010, AS IDENTIFIED IN SUPERVISOR OF ASSESSMENTS MAP LOT 306 SHEET 69 AND 72; THENCE SOUTHERLY ALONG SAID WEST LINE A DISTANCE OF APPROXIMATELY 415 FEET TO THE SOUTHERN CORNER OF SAID PARCEL; THENCE NORTHEASTERLY ALONG THE SOUTH LINE A DISTANCE OF APPROXIMATELY 557 FEET TO THE NORTHERN CORNER OF ASSESSOR'S PARCEL WITH PIN 08-25-400-002, AS IDENTIFIED IN SUPERVISOR OF ASSESSMENTS MAP LOT 202-1 SHEET 72; THENCE SOUTHEASTERLY ALONG THE NORTHEAST LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 182 FEET TO THE SOUTHWEST CORNER OF ASSESSOR'S PARCEL WITH PIN 08-25-400-011, AS IDENTIFIED IN SUPERVISOR OF ASSESSMENTS MAP LOT 202-2-A-SHEET 72; THENCE NORTHEASTERLY ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 486 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HARVEST WAY; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 398 FEET TO THE WEST RIGHT-OF-WAY LINE OF 13TH AVENUE; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 731 FEET TO THE WEST RAILROAD RIGHT-OF-WAY LINE OF THE MILWAUKEE ROAD RAILROAD; THENCE SOUTHWESTERLY ALONG SAID WEST RAILROAD RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 76 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 13TH AVENUE; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 842 FEET TO THE WEST RIGHT-OF-WAY LINE OF 13TH STREET; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 66 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 13TH AVENUE; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTH RIGHT-OF-WAY LINE OF 13TH AVENUE; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 66 FEET TO THE EAST RIGHT-OF-WAY LINE OF 13TH STREET; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 2,930 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 5TH AVENUE; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 231 FEET TO THE SOUTHEAST LINE OF ASSESSOR'S PARCEL WITH PIN 09-30-100-002, AS IDENTIFIED IN SUPERVISOR OF ASSESSMENTS MAP LOT 120 SHEET 60 IN THE HERIFORD PARK SUBDIVISION; THENCE SOUTHWESTERLY ALONG SAID SOUTHEAST LINE A DISTANCE OF

APPROXIMATELY 22 FEET TO THE SOUTHERN CORNER OF SAID PARCEL; THENCE NORTHWESTERLY ALONG THE SOUTHWEST LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 566 FEET TO THE EAST RAILROAD RIGHT-OF-WAY LINE OF THE MILWAUKEE ROAD RAILROAD; THENCE NORTHEASTERLY ALONG SAID EAST RAILROAD RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 952 FEET; THENCE NORTHWESTERLY A DISTANCE OF APPROXIMATELY 82 FEET TO THE SOUTHERN CORNER OF ASSESSOR'S PARCEL WITH PIN 09-19-301-004, AS IDENTIFIED IN SUPERVISOR OF ASSESSMENTS MAP LOT 306-1A SHEET 42; THENCE NORTHWESTERLY ALONG THE SOUTHWEST LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 703 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, LOCATED ON THE SOUTH BANK OF THE MISSISSIPPI RIVER; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID PARCEL AND SAID SOUTH RIVER LINE A DISTANCE OF APPROXIMATELY 2,290 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CAMPBELL AVENUE; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 276 FEET TO THE SOUTHWEST CORNER OF ASSESSOR'S PARCEL WITH PIN 09-19-200-006, AS IDENTIFIED IN SUPERVISOR OF ASSESSMENTS MAP LOT 208-1 SHEET 41; THENCE NORTHEASTERLY ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 141 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CAMPBELL AVENUE; THENCE SOUTHEASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 664 FEET TO THE WEST LINE OF ASSESSOR'S PARCEL WITH PIN 09-19-200-004, AS IDENTIFIED IN SUPERVISOR OF ASSESSMENTS MAP LOT 202 SHEET 41; THENCE NORTHEASTERLY A DISTANCE OF APPROXIMATELY 175 FEET, NORTHWESTERLY A DISTANCE OF APPROXIMATELY 88 FEET, AND NORTHEASTERLY A DISTANCE OF APPROXIMATELY 2,239 FEET ALONG SAID WEST LINE TO THE SOUTH RIGHT-OF-WAY LINE OF NORTH 20TH STREET; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 1,150 FEET TO THE EAST RIGHT-OF-WAY LINE OF 20TH STREET; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 56 FEET TO THE NORTHWEST CORNER OF ASSESSOR'S PARCEL WITH PIN 09-19-200-012, AS IDENTIFIED IN SUPERVISOR OF ASSESSMENTS MAP LOT 201-1 SHEET 41; THENCE EASTERLY ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 279 FEET TO THE NORTHEAST CORNER OF SAID PARCEL, AND POINT OF BEGINNING.

DISTANCES CALCULATED IN ACCORDANCE WITH THE ILLINOIS COORDINATE SYSTEM ACT (765 ILCS 225/1), MORE PRECISELY DEFINED AS THE ILLINOIS COORDINATE SYSTEM, WEST ZONE, BASED ON THE TRANSVERSE MERCATOR PROJECTION OF THE NORTH AMERICAN DATUM 1983. PROPERTY INFORMATION REFERENCED SOURCED FROM THE ROCK ISLAND COUNTY, ILLINOIS, GEOGRAPHIC INFORMATION SYSTEM, 2026.

ORDINANCE 26-07

**AN ORDINANCE FOR THE CITY OF EAST MOLINE, ILLINOIS, REPEALING CHAPTER 5,
BOARD OF ZONING APPEALS AND REDIRECTING TO CHAPTER 15, PLANNING
COMMISSION**

WHEREAS, On March 16, 2026, the City Council for the City of East Moline consolidated the Planning Commission and the Board of Zoning Appeals; and

WHEREAS, there for creating the Planning & Zoning Commission, an 11-member board; and

WHEREAS, granting the commission equal duties, powers, and responsibilities to carry out zoning related duties for the betterment of the City of East Moline; and

WHEREAS, for the purpose of simplicity, to repeal Chapter 5, known as the Board of Zoning Appeals.

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

SECTION 1. The findings and recitations set forth above and found to be true.

SECTION 2. Chapter 5 (Board of Zoning Appeals) is hereby repealed and redirected to Chapter 15 (Plan Commission).

SECTION 3. The Planning & Zoning Commission shall have all powers, duties, and authority previously granted to the Plan Commission and the Board of Zoning Appeals, including but not limited to review and action on development plans, subdivisions and resubdivisions, special uses, variances, zoning interpretations, and other land use matters, as provided by the East Moline City Code and applicable state law.

SECTION 4. The following sections of Chapter 5, Board of Appeals of the East Moline are hereby repealed:

2-5-1: Creation, Membership and Procedure

2-5-5: Applications and Appeals

2-5-3: Powers of Board

PASSED AND APPROVED by the City Council of the City of East Moline, Illinois, this _____ day of _____, 2026

ATTEST

Reggie Freeman, Mayor

CITY CLERK

CHAPTER 5
BOARD OF ZONING APPEALS

SECTION:

: Creation, Joint Commission, Membership And

Procedure

2-5-2: Applications And Appeals

2-5-3: Powers Of Commission Board

: CREATION, JOINT COMMISSION, MEMBERSHIP AND PROCEDURE:

~~A Board of Zoning Appeals shall be created and joined with the Plan Commission and hereafter be known as the Planning & Zoning Commission ("Commission") and shall consist of eleven (11) members shall be appointed by the Mayor with the advice and consent of the Council in accordance with the provisions of 65 Illinois Compiled Statutes 5/11-13-1 et seq. At least two (2) such members shall be named from among the members of the City Planning Commission. The appointing authority may remove any member of the Board for cause and after public hearing.~~

~~The Commission Board shall elect its own chairman and have the power to adopt rules and regulations for its own government, not inconsistent with law or with the provisions of the zoning title of this Code 1 or any other provisions of this Code. Meetings shall be held at the call of the chairman and at such other times as the Commission Board may determine. The chairman, or in his absence, the acting chairman, may administer oaths and compel attendance of witnesses. The Community Development Director secretary of the Planning Commission shall act as the Commission's Board's secretary.~~

~~Meetings of the Commission Board shall be open to the public; minutes shall be kept of proceedings, showing the action of the Commission Board and the vote of each member upon questions, or if absent or failing to vote, indicating that fact, and records shall be made of the Commission's Board's examinations and other official actions, all of which shall be filed immediately in the Office of the Commission Board as a public record.~~

~~SixFour (6)4 members of the Commission Board shall constitute a quorum. The Commission Board shall act by resolution, and the concurring vote of four (6)4 members shall be necessary to reverse any order, requirement, decision or determination of the Director of Community Development Services or to decide in favor of an applicant any matter upon which it is required to pass under the zoning title, or to effect any variation in the requirements of the zoning title.~~

~~The Commission Board may call on the City departments for assistance in the performance of its duties, and it shall be the duty of such departments to render such assistance to the Commission Board as may reasonably be required. (Ord. 18-08, 6-3-2019; amd. Ord. 19-17, 6-3-2019)~~

Notes-

1— 1. See title 10 of this Code.

: APPLICATIONS AND APPEALS:

~~Application; Filing; Fee: An application to the Commission Board, in cases in which it has original jurisdiction under the provisions of the zoning title, may be taken by any property owner, including a tenant, or by any governmental officer, department, board or bureau. Such application shall be filed with the building inspector, together with a fee of twenty five dollars (\$25.00), who shall transmit the same, together with all the plans, specifications and other papers pertaining to the application to the Commission Board. Should the application be withdrawn prior to publication of legal notice thereon, such fee will be returned upon written request of the applicant.~~

~~Appeal; Fee: An appeal to the Commission Board may be taken by any property owner, including a tenant, or by any governmental officer, department, board or bureau affected by any ruling of the building inspector. Such appeal shall be taken within a reasonable time, as prescribed by the rules of the Commission Board, by filing with the building inspector a notice of appeal specifying the grounds thereof. The building inspector shall forthwith transmit to the Commission Board such notice of appeal, together with all the plans and~~

~~papers constituting the record upon which the action appealed from was taken. A fee of twenty five dollars (\$25.00) shall also accompany the appeal. Should the appeal be withdrawn prior to publication of legal notice thereon, such fee will be returned upon written request of the applicant.~~

~~Hearing Notice: The Commission Board shall fix a reasonable time for the hearing of an application or of an appeal. It shall give at least fifteen (15) days' notice of the time and place of such hearing by insertion in a newspaper published in the community, and shall also give notice delivered by first class mail at least five (5) days before the time fixed for such hearing to the applicant or appellant and to the building inspector, and to the respective owners of record of property adjoining or adjacent to the premises in question. Any party may appear at such hearing in person or by agent or by attorney. The Commission Board shall decide the application or appeal within a reasonable time.~~

~~Stay Of Proceeding: An appeal shall stay all proceedings in furtherance of the action appealed from, unless the building inspector certifies to the Commission Board that by reason of facts stated in the certificate, a stay would in his opinion cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by an order which may, on due cause shown, be granted by the Commission Board on application, after notice to the building inspector, or by a court of record. (Ord. 67-24, 7-24-1967)~~

~~:- POWERS OF COMMISSION BOARD:~~

~~The Commission Board shall have jurisdiction in matters and shall have the specific and general powers provided in the zoning title.~~

~~Special Exceptions and Interpretation of Map: The Commission Board shall have the power to hear and decide, in accordance with the provisions of the zoning title, requests or applications for special exceptions or of interpretation of the Zoning Map or for decisions upon other special questions upon which the Commission Board is authorized to pass.~~

~~Special Exceptions: in addition to permitting the special exceptions heretofore specified in this report, the Commission Board shall have authority to permit the following:~~

~~Nonconforming Uses: The substitution for a nonconforming use, by another nonconforming use, if no structural alterations except those required by law or ordinance are made; provided, however, that any use so substituted shall be of the same or a more restricted classification.~~

~~Temporary Uses and Permits:~~

~~The temporary use of a building or premises in any district for a purpose or use that does not conform to the regulations prescribed by the zoning title, provided that such use be of a true temporary nature and does not involve the erection of substantial buildings. Such permit shall be granted in the form of a temporary and revocable permit for not more than a twelve (12) month period, subject to such conditions as will safeguard the public health, safety, convenience and general welfare.~~

~~The temporary use of a building or premises in undeveloped sections for a purpose that does not conform to the regulations prescribed by the zoning title, provided that such structure or use is of a true temporary nature, is promotive of or incidental to the development of such undeveloped sections, and does not involve the erection of substantial buildings. Such permit shall be granted in the form specified under subsection (A) 1(b)(1) of this Section.~~

~~Authorize special uses requiring approval of the Commission Zoning Board of Appeals: The Commission Board may grant authorization of certain special uses in zoning districts as provided in the zoning title. The Commission Board shall give due regard to the nature and condition of all adjacent uses and structures, and the consistency therewith of the proposed use and development. Before authorizing a use as a special exception, the Commission Board shall determine whether the proposed exception or use would be hazardous, harmful, noxious, offensive or a nuisance to the surrounding neighborhood by reason of noise, smoke, odor, vibration, dust and dirt, cinders, noxious gases, glare and heat, fire and safety hazards, sewage wastes and pollution, transportation and traffic, aesthetic and psychological effects. The Commission Board may utilize and give recognition to those performance standards which are available in model codes or ordinances, or have been developed by planning, manufacturing, health, architectural and engineering research organizations, and can be applied to the proposed use, to assist it in reaching a fair and objective~~

~~decision. Upon authorizing a special use and/or exception, the Commission Board may impose such requirements and conditions, in addition to those expressly stipulated in the report for the particular special use and/or exception, as the Commission Board may deem necessary for the protection of adjacent properties and the public interest.~~

~~Interpretation of Map: Where the street or lot layout actually on the ground or as recorded, differs from the street and lot lines indicated on the Zoning Map, the Commission Board, after notice to the owners of the property and after public hearing, shall interpret the Map in such a way as to carry out the intent and purposes of the zoning title for the particular section or district in question.~~

~~Administrative Review And Variances: The Commission Board of Appeals also shall have the power:~~

~~Administrative Review: To hear and decide appeals where it is alleged by the applicant that there is error in any order, requirement, decision, grant or refusal made by the building inspector in the enforcement of the provisions of the zoning title.~~

~~Variances: To authorize on appeal in specific cases such variance from the terms of the zoning title as will not be contrary to the public interest, where owing to a special condition, a literal enforcement of the provisions of the zoning title will result in unnecessary hardship, and so that the spirit of the zoning title shall be observed and substantial justice done, as follows:~~

~~Where by reason of exceptional narrowness, shallowness or shape of a specific piece of property at the time of enactment of the zoning title, or by reason of exceptional topographic conditions, or other extraordinary and exceptional situation or condition of such piece of property, or of the use or development of property immediately adjoining the piece of property in question, the literal enforcement of the provisions of the zoning title would result in peculiar and exceptional practical difficulties or exceptional and undue hardship upon the owner of such property, unnecessary to carry out the spirit and purpose of the zoning title, the Commission Board shall have the power to authorize, upon appeal, a variance from such strict application, so as to relieve such difficulties or hardships, and so that the spirit and purpose of the zoning title shall be observed and substantial justice done. In authorizing a variance the Commission Board may attach thereto such conditions regarding the location, character and other features of the proposed building, structure or use as it may deem advisable in the interest of the furtherance of the purposes of the zoning title.~~

~~No such variance in the provisions or requirements of the zoning title shall be authorized by the Commission Board unless the Commission Board finds beyond reasonable doubt that all of the following conditions exist:~~

~~That there are exceptional or extraordinary circumstances or conditions applying to the property in question or to the intended use of the property that do not apply generally to other properties or class of uses in the same zoning district.~~

~~That such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other properties in the same zoning district and in the vicinity.~~

~~That the authorizing of such variance will not be of substantial detriment to adjacent property and will not materially impair the purposes of the zoning title or the public interest.~~

~~No grant or variance shall be authorized unless the Commission Board specifically finds that the condition or situation of the specific piece of property for which the variance is sought is not of so typical or recurrent a nature as to make reasonably practicable the formulation of a general regulation, under an amendment of the zoning title, for such conditions or situations.~~

~~The Commission Board shall have no power to authorize a variance for the establishment of a nonconforming use where none previously existed.~~

~~Action Of Commission Board: In exercising its powers, the Commission Board may, in conformity with the~~

provisions of the Illinois Compiled Statutes and of the zoning title, reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as, in the Commission's Board's opinion, ought to be made, and to the end has all the powers of the officer from whom the appeal is taken.

Judicial Review: All final administrative decisions of the Commission Board of Zoning Appeals shall be subject to judicial review pursuant to the provisions of the "Administrative Review Act", approved May 8, 1945, and all amendments and modifications thereof, and the rules adopted pursuant thereto. (Ord. 18-08, 6-3-2019; amd. Ord. 19-17, 6-3-2019)

2-5-3.1: JOINT DUTIES

The Commission shall have the following powers and duties:

~~-(A) To prepare and recommend to the City Council a comprehensive plan for the present and future development or redevelopment of the City and contiguous unincorporated territory not more than one and one-half (1¹/₂) miles beyond the corporate limits of the City and not included in any other municipality. Such plan when adopted in whole or in separate geographical or functional parts, shall be the Official Comprehensive Plan, or part thereof. Such plans shall be advisory except as to such part thereof as has been implemented by ordinances. The Comprehensive Plan shall not be adopted or amended except after notice and public hearing as required by 65 Illinois Compiled Statutes 5/11-12-7. The City Clerk shall file notice of the adopted Comprehensive Plan and any amendments thereto with the County Recorder of Deeds and report same to the chairman of the Planning Commission.~~

~~-(B) To provide for the health, safety, comfort and convenience of the inhabitants of the City and contiguous territory, the Commission shall establish reasonable standards of design for subdivisions and resubdivisions, reasonable requirements governing the location, width, course and surfacing of public streets and highways, alleys, ways for public service facilities, curbs, gutters, sidewalks, streetlights, parks, playgrounds, school grounds, size of lots to be used for residential purposes, storm water drainage, water supply and distribution, sanitary sewers, and sewage collection and treatment. The requirements specified herein shall become regulatory when adopted by ordinance.~~

~~-(C) The Commission shall receive for review, the plans for each subdivision of land within the City and within one and one-half (1¹/₂) miles of the City and not part of another municipality. The Commission shall determine whether the subdivision conforms to the Comprehensive Plan and the Official Map of the City and report by resolution to the Council and within the time limits prescribed in 65 Illinois Compiled Statutes 5/11-12-8.~~

~~-(D) To recommend to the City Council from time to time, such changes in the Comprehensive Plan, or any part thereof, as may be deemed necessary.~~

~~-(E) To prepare and recommend to the City Council, from time to time, proposals and/or recommendations for specific improvements in pursuance of the Comprehensive Plan.~~

~~-(F) To give aid to the officials of the City charged with the direction of projects for improvements embraced within the Official Plan, or parts thereof, to further the making of such improvements and generally to promote the realization of the Comprehensive Plan.~~

~~-(G) To arrange and conduct any form of publicity in relation to its activities for the general purpose of public understanding.~~

~~-(H) To cooperate with regional planning commissions and other agencies or groups to further the local planning program and to assure harmonious and integrated planning for the area.~~

~~-(I) To exercise such other powers germane to the powers granted by State law, as may be conferred by the City Council.~~

~~-(J) To designate land suitable for annexation to the Municipality and the recommended zoning classification for such land upon annexation. (Ord. 64-31, 9-8-1964)~~

CHAPTER 5

BOARD OF ZONING APPEALS

REPEALED (April 20, 2026)

RESOLUTION: 26-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST MOLINE, ILLINOIS, APPROVING THE PURCHASE OF HR/PAYROLL SOFTWARE

WHEREAS, the position of Human Resources Director carries with it certain duties and responsibilities under the City Code with regard to operational needs, compliance requirements, and long-term technology strategy; and

WHEREAS, the Human Resources Director, in performance of the position's duties and responsibilities, has presented the need to acquire and implement a specialized software program which addresses the City's needs and integrates with the existing software; and

WHEREAS, the recommendation is to purchase UKG (Ultimate Kronos Group) Human Resources, Payroll, and Workforce Management Software, based upon the identification of the Software having the unique and superior ability to fully meet the needs of the City (refer to Staff Report to Council Committee of the Whole – 3-2-2026); and

WHEREAS, staff recommends the approval of the purchase of the UKG (Ultimate Kronos Group) Human Resources, Payroll, and Workforce Management Software in the amount of \$61,666.80.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of East Moline, Illinois, that an authorization is granted for the purchase of the UKG (Ultimate Kronos Group) Human Resources, Payroll, and Workforce Management Software, all subject to a purchase contract or other document acceptable to the City Administrator and the Human Resources Director in form and substance.

Approved this 16th day of March, 2026.

Adopted this 16th day of March, 2026.

Mayor of the City of East Moline, Illinois

ATTEST:

City Clerk of the City of East Moline, Illinois

RESOLUTION: 26-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST MOLINE, ILLINOIS, APPROVING A CONTRACT WITH HDR ENGINEERING, INC. REGARDING PHASE 1 ENGINEERING DESIGN OF EAST MOLINE WASTEWATER TREATMENT PLANT

WHEREAS, the Director of the Wastewater Treatment Plant has the responsibility (in coordination with the City Administrator) of providing advice on maintenance, repair and replacement of components within the wastewater system, all as necessary for the purpose of safety and regulatory compliance; and

WHEREAS, the City of East Moline, has previously approved a Request for Qualifications (RFQ) for the Phase 1 Engineering Design of East Moline’s Wastewater Treatment Plant Improvements Project (“Project”); and

WHEREAS, the City’s selection team has conducted a selection and due diligence process, resulting in the recommendation to award a contract related to the Project to HDR Engineering, Inc. (refer to the City staff report to Council Committee of the Whole – 3-2-2026); and

WHEREAS, the action approved by this Resolution provides for a contract with HDR Engineering, Inc. in the amount of \$4,985,231.00; with the work to include engineering, planning and design services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of East Moline, Illinois, that authorization be granted for the following: HDR Engineering, Inc. to perform the above-described work for Phase 1 Engineering Design of East Moline’s Wastewater Treatment Plant Improvements Project, pursuant to a professional services contract, in form and substance acceptable to the City Administrator and the Wastewater Treatment Plant Director, in the amount of \$4,985,231.00.

Approved this 16th day of March, 2026.

Adopted this 16th day of March, 2026.

Mayor of the City of East Moline, Illinois

ATTEST:

City Clerk of the City of East Moline, Illinois

RESOLUTION: 26-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST MOLINE, ILLINOIS, AUTHORIZING THE MAYOR TO EXECUTE A NOTICE OF INTENT TO AWARD WITH MCCLINTOCK TRUCKING AND EXCAVATING, INC. FOR THE CITY'S LEAD SERVICE LINE REPLACEMENT PROJECT

WHEREAS, the Director of Engineering, in accordance with the City's Capital Improvement Plan, conducted a bid solicitation process for the award of certain Lead Service Line (LSL) work, as specified within the written solicitation; and

WHEREAS, bids were publicly read on March 6, 2026; and such bids were evaluated by the City Engineering Department, resulting in the City staff's finding that McClintock Trucking and Excavating, Inc. ranks as the lowest bid, supplemented by staff findings of such apparent low bidder also being classified as responsive and responsible; and

WHEREAS, the City Engineering Department has recommended the City Council authorize the Mayor to execute a Notice of Intent to Award with McClintock Trucking and Excavating, Inc. for the amount of \$3,644,423.00 (refer to Director of Engineering Memorandum, dated 3-9-2026); and

WHEREAS, the work to be performed consists of the replacement of approximately 471 existing lead and galvanized water services lines running from watermain to building interior meter, along with restoration of disturbed areas; with the cost for such work being in the amount hereinabove specified, subject to field measurements and unit price calculations (and all such work being hereinafter referred to as the "LSL Project"); and

WHEREAS, it is the Engineering Department's intent to pursue funding the LSL Project through a partially-forgivable loan from the Illinois Environmental Protection Agency (IEPA) State Revolving Fund along with local Water Capital Improvement Funds, as previously presented to the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of East Moline, Illinois, as follows: The Mayor is hereby authorized to execute a Notice of Intent to Award with McClintock Trucking and Excavating, Inc. for East Moline Lead Service Line Replacement Project for the amount of \$3,644,423.00; provided, however, that said Notice of Intent to Award is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

Approved this 16th day of March, 2026.

Adopted this 16th day of March, 2026.

Mayor of the City of East Moline, Illinois

ATTEST:

City Clerk of the City of East Moline, Illinois



CITY COUNCIL

Agenda Item Approval of Collective Bargaining Agreement with AFSCME Local 1234
Prepared by: Mark Rothert, City Administrator
Meeting Date March 16, 2026 Agenda Item # _____
Type of Action (Ordinance, Resolution, Receive & File, Amendment). Resolution
Council Date for Action March 16, 2026

DESCRIPTION

The City has reached a tentative agreement with AFSCME Local 1234 for a new three-year collective bargaining agreement covering the period January 1, 2025 through December 31, 2027. The agreement establishes updated provisions related to wages, benefits, working conditions, and contract administration. The following summarizes the primary changes from the prior agreement for Council consideration and approval.

Summary of Key Contract Changes

1. Contract Term: The parties agreed to a three-year agreement covering 2025–2027

Administrative and Language Updates

Article 4 – Hours of Work

- General language cleanup and clarification of workday time adjustments.
- Removed outdated shift language that was no longer applicable.

Article 16 – Seniority

- Reformatting and renumbering of sections.
- Side letter previously contained in Appendix F moved into Article 16 for clarity.

Article 20 – Temporary Appointments

- Side letter previously contained in Appendix G moved into the body of the contract.

Union Activity

Article 3 – Union Activity During Working Hours

- Requires the City to notify the Union President of new hires within the first two weeks.
- Allows the Union President to meet with new employees for up to one hour during their first two weeks of employment.

Employee Benefits and Leave

Article 7 – Benefits When Payable

- **Personal Leave Adjustment**
 - Employees receive 8 hours of personal leave after 3 months of employment.
 - Remaining 40 hours become available after 6 months.

DESCRIPTION

Article 8 – Holidays

- New Year’s Day added to the list of recognized holidays (previously omitted).

Article 9 – Sick Leave and Bereavement

- Incorporates provisions consistent with the Illinois Family Bereavement Leave Act, allowing employees:
 - Up to two weeks of leave for miscarriage, stillbirth, unsuccessful fertility treatment, failed adoption, or failed surrogacy.
- Establishes additional documentation requirements and guidelines regarding outside employment while on sick leave to prevent abuse.
- Removes outdated Sections 11–15 that were no longer relevant.

Vacation

Article 10 – Vacation

- Employees may now take vacation in 4-hour or 8-hour increments, increasing scheduling flexibility.
- Additional language added to ensure consistent application across departments.
- Adjustments made to correct a vacation payout accrual error and align procedures across bargaining units and exempt staff.

Compensation Adjustments

Article 11 – Longevity and Shift Differentials

- Longevity Pay
 - Longevity pay values for years 5–30 were doubled.
 - Longevity category for years 30–40 removed at the union’s request, with existing employees grandfathered.
- Shift Differential: Increase of \$0.05 for second and third shift.
- Weekend Differential: New \$0.25 per hour weekend differential for continuous operations employees.

Wage Adjustments

Article 13 – Wages

- Year 1 (2025):
 - Comprehensive restructuring of the wage table to standardize grade and step spacing.
 - Guaranteed minimum 3% wage equalization adjustment for all employees through equalization pay if restructuring adjustments fall below that level.
- Year 2 (2026): 3% base wage increase.
- Year 3 (2027): 3% base wage increase.
- Expanded opportunities for employees to advance in pay through licensure and certification relevant to their job classifications.

DESCRIPTION

Uniform and Equipment Allowances

Article 25 – Uniform and Protective Equipment

- Uniform allowance increased from \$400 to \$450 annually.
- Safety shoe allowance increased from \$200 to \$225 annually.

Grievance Procedure Updates

Article 27 – Grievance Procedure

- Step 3 Response Timeline: Extended from 7 working days to 20 working days for the grievance committee to respond.
- Step 4 Mayor Review: Establishes a 7-day deadline for the union to submit the grievance to the Mayor following Step 3.

Classification and Pay Table Updates

Appendix B – Classification Adjustments

Several classification adjustments were made within the wage schedule:

Labor Positions: Community Service Officer adjusted from Grade 3 to Grade 4.

Office Positions:

- Added Crime Analyst classification.
- Police Records Clerk adjusted from Grade 3 to Grade 5.
- Insurance Clerk reclassified as Accountant and adjusted from Grade 5 to Grade 7.

Promotion Placement: Employees moving to a higher labor grade will now move laterally to the step corresponding with their years of service, rather than being placed at the closest wage rate in the new grade.

Fiscal Impact Overview (High Level)

Key financial impacts include:

- Wage table restructuring with a wage equalization adjustment equivalent to at least a minimum 3% increase in 2025 for employees.
- 3% wage increases in 2026 and 2027.
- Increased longevity pay.
- Increased uniform and safety equipment allowances.
- New weekend differential for continuous operations.

These adjustments were negotiated to remain consistent with the City's overall compensation framework and competitive labor market conditions.

Recommendation

Staff recommends approval of the 2025–2027 AFSCME Local 1234 Collective Bargaining Agreement as negotiated.

FINANCIAL IMPACT

Line Item #	Line-Item Title	Department	Amount Budgeted	Available Funds	Amount Requested
See narrative above					
TOTALS - Expenditure					

If this is a CIP Project, identify project number _____

RECOMMENDATION/REQUESTED ACTION _____ **Approval**

RECORD OF VOTES:

MOTION BY _____ SECONDED BY _____

TO

CITY COUNCIL VOTES

VOTES	OLIVIA DOROTHY	JEFF DEPPE	LARRY JONES	ADAM GUTHRIE	RHEA OAKES	LYNN SEGURA	J.R. RICO
YES							
NO							
ABSTAIN							
ABSENT							

RESOLUTION NO. 26-17

A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF EAST MOLINE AND AFSCME LOCAL 1234

WHEREAS, the City of East Moline is a municipal corporation organized and existing under the laws of the State of Illinois; and

WHEREAS, the City of East Moline has recognized AFSCME Council 31, Local 1234 as the exclusive bargaining representative for certain City employees pursuant to the Illinois Public Labor Relations Act; and

WHEREAS, representatives of the City and AFSCME Local 1234 have engaged in collective bargaining negotiations concerning wages, hours, and other terms and conditions of employment; and

WHEREAS, the parties have reached a tentative agreement for a new collective bargaining agreement covering the period January 1, 2025 through December 31, 2027; and

WHEREAS, the proposed agreement establishes updated provisions related to wages, employee benefits, working conditions, and contract administration and is in the best interests of the City to promote stable and cooperative labor relations; and

WHEREAS, the City Council has reviewed the proposed collective bargaining agreement and desires to approve the agreement and authorize its execution on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST MOLINE, ILLINOIS, AS FOLLOWS:

SECTION 1. The Collective Bargaining Agreement between the City of East Moline and AFSCME Council 31, Local 1234, covering the period January 1, 2025 through December 31, 2027, attached as Exhibit 1, is hereby approved.

SECTION 2. The Mayor and City Administrator are hereby authorized and directed to execute the Collective Bargaining Agreement on behalf of the City.

SECTION 3. The City Administrator and appropriate City staff are authorized to take such actions as may be necessary to implement the terms of the agreement.

SECTION 4. This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

PASSED by the City Council of the City of East Moline, Illinois, this 16th day of March, 2026.

Mayor

ATTEST:

City Clerk

AGREEMENT

Between

CITY OF EAST MOLINE; ILLINOIS

And

LOCAL 1234 COUNCIL 31
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
(AFSCME)

Effective January 1, 2025 - December 31, 2027

PREAMBLE	4
NON-DISCRIMINATION	4
MANAGEMENT RIGHTS	4
ARTICLE 1 UNION RECOGNITION.....	5
ARTICLE 2 UNION DEDUCTIONS	5
ARTICLE 3 UNION ACTIVITY DURING WORKING HOURS.....	5
ARTICLE 4 HOURS OF WORK.....	6
ARTICLE 5 REST PERIODS	7
ARTICLE 6 MEAL PERIODS AND CLEAN-UP TIME	8
ARTICLE 7 BENEFITS – WHEN PAYABLE	9
ARTICLE 8 HOLIDAYS	9
ARTICLE 9 SICK BENEFIT PAY	10
ARTICLE 10 VACATION.....	12
ARTICLE 11 LONGEVITY AND SHIFT DIFFERENTIALS.....	14
ARTICLE 12 OVERTIME	14
ARTICLE 13 WAGES	17
ARTICLE 14 PHYSICAL EXAMINATION.....	20
ARTICLE 15 PROBATIONARY PERIOD.....	21
ARTICLE 16 SENIORITY.....	21
ARTICLE 17 LEAVES OF ABSENCE	25
ARTICLE 18 JURY DUTIES	26
ARTICLE 19 VOTING	27
ARTICLE 20 TEMPORARY APPOINTMENTS AND ASSIGNMENTS.....	27
ARTICLE 21 WORKERS' COMPENSATION	28
ARTICLE 22 SEVERANCE PAY	29
ARTICLE 23 HEALTH AND ACCIDENT INSURANCE	30
ARTICLE 24 LIFE INSURANCE	31
ARTICLE 25 UNIFORM, PROTECTIVE EQUIPMENT, AND LICENSING	32
ARTICLE 26 DISCIPLINE.....	33
ARTICLE 27 GRIEVANCEPROCEDURE.....	34
ARTICLE 28 NO STRIKE - NO LOCK OUT	35
ARTICLE 29 DURATION.....	35
APPENDIX 1.....	37

APPENDIX A-1.....	38
APPENDIX B.....	39
APPENDIX C DRUG AND ALCOHOL TESTING	41
APPENDIX D SEASONAL EMPLOYEES	53
APPENDIX E	54
APPENDIX F.....	59
APPENDIX G.....	60
APPENDIX H.....	61

PREAMBLE

This Agreement entered into by the City of East Moline, Illinois, hereinafter referred to as the Employer, and American Federation of State, County, and Municipal Employees, AFL-CIO Council 31, on behalf of Local 1234, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of difference; and the establishment of rates of pay, hours of work and other conditions of employment.

NON-DISCRIMINATION

Section 1.

Neither the City nor the Union, in carrying out their obligations under this policy, shall discriminate in any manner whatsoever, against any employee because of race, sex, political or religious affiliation, or nationality, disability, or age.

Section 2.

The City agrees to continue its present non-discriminatory policy of offering equal opportunities for available jobs to qualified applicants without regard for their nationality, race, sex, or religious affiliation or membership in any labor or other lawful organization, disability, or age.

Section 3.

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

MANAGEMENT RIGHTS

Except as amended, changed or modified by this Agreement, the City shall not be required to bargain over matter of inherent managerial policy, which shall include such areas of discretion or policy, as functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees, examination techniques and direction of employees. In the exercise of its managerial authority the City has the right to prohibit employees from using City facilities for personal use (except the workout room) and/or to use tools or equipment owned by the City for personal use. Employers, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours, and terms and conditions of employment as well as the impact thereon upon request by employee representatives.

To preserve the rights of employers and exclusive representatives which have established collective bargaining relationships or negotiated collective bargaining agreements prior to the effective date of the Act, employers shall be required to bargain collectively with regard to any matter concerning wages, hours or conditions of employment about which they have bargained for and agreed to in a collective bargaining agreement prior to the effective date of this Act.

All management policy changes will be posted ten (10) days before effective date of actual change.

ARTICLE 1 UNION RECOGNITION

Section 1.

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all its employees, including Park Board employees, except Police, Firemen, City Administrator and his Assistant, Director of Maintenance Services and his Assistant, Director of Water Filtration, Superintendent of Sewer Plant, City Chemists, City Engineer, Inspectors, Director of Development Services, Assistant Director of Planning and Development, Deputy City Clerk, City Attorney, Maintenance Services Supervisor, Seasonal Employees, Elected Officials, Administrative, Supervisory and Confidential Employees as defined under the exclusive provision of Public Act 1012 known as the Illinois Public Labor Relations Act.

ARTICLE 2 UNION DEDUCTIONS

Section 1. The Employer shall honor employee's individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees; and PEOPLE contributions to the extent permitted by law. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions.

The amounts to be deducted shall be certified to the Employer by the Treasurer; of the Union, and the aggregate deduction of all employees shall be remitted together with an itemized statement, to the Treasurer by the end of the current month, after such deductions are made.

ARTICLE 3 UNION ACTIVITY DURING WORKING HOURS

Section 1. Grievance Investigation The Union President or his/her designee and union steward (s) shall each be allowed time off with pay during working hours to investigate, process and attend grievance meetings concerning the administration of the contract. This will be limited to a maximum total of up to twenty-five (25) hours per pay period. The Union President or his/her designee and the unions steward (s) will be allowed additional time off without pay with approval of the respective supervisor. Such approval shall not be unreasonably denied. The Union representative shall give reasonable notice to the supervisor before taking the necessary time off. The supervisor shall not deny permission for time off unless an emergency work situation exists. When the City requests a meeting with the Union representative(s), said time off shall not be counted toward the maximum hours allowed. All time off shall be documented.

Section 2. Contract Negotiations

The Union President and a maximum of four (4) other union members will each be allowed up to eight (8) hours off work with pay during the period of September - December in the year the contract will expire to prepare for collective bargaining negotiations. The actual date and time off must be approved by the City Administrator. No employee will be allowed off if it will create an overtime situation.

On any scheduled negotiations meeting date between the union and the City the Union negotiations Team (five member maximum) will be allowed off work with pay two (2) hours prior to the starting

time of the meeting, so as to be fully prepared at the meeting.

Union employees who are being paid while attending the negotiations preparations meetings shall be considered on duty, and all of the City's Rules of Conduct shall apply.

Section 3. Union Bulletin Boards

The City shall provide bulletin boards for Union usage for the following subjects:

- (A) Union recreational, social and related news bulletins.
- (B) Notice of Union meetings.
- (C) Union Elections.
- (D) Official Union written material.

Prior to posting, the material shall be dated and initialed by the authorized Union Representative.

Section 4. Union-Employee Discussions

The Union President shall be notified of new hires during the new hire's first two (2) weeks of work. The Union President shall also be allowed to meet with new employees for one (1) hour during the employee's first two (2) weeks of work. This meeting will be done by department and shall be on a day and time mutually agreed upon by the Union and the City department head.

ARTICLE 4 HOURS OF WORK

Section 1. Regular Hours

The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch hour.

Section 2. Work Week

The work week shall consist of five (5) consecutive eight (8) hour days, Monday to Friday, inclusive, except for employees in continuous operations, discussed in Section 6, and Park employees as discussed in Section 7 below. A workweek shall commence at midnight of Saturday and shall terminate at midnight on the following Saturday.

Section 3. Work Day

A workday shall consist of twenty-four (24) hours beginning at 12:00 AM of the calendar day and ending at 11:59 PM of the calendar day, and there shall be seven (7) full workdays in a workweek.

A normal workday for full-time, permanent and temporary employees shall consist of eight (8) consecutive hours of scheduled work within a workday; however, if a normal workday begins two (2) hours or less before the end of the workday; it shall be counted as part of the next workday. Further, part-time and seasonal employees may be assigned a normal workday which does not consist of eight (8) consecutive hours of scheduled work but may consist of a split of duty time.

Section 4. Work Shift

Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

Employees in the Water and Wastewater Plants shall have the same shift times as shown below, with the effective date to be 90 days after the ratification of the May 1, 1999 agreement.

1 st Shift	6:00am	-	2:00pm
2 nd Shift	2:00pm	-	10:00pm
3 rd Shift	10:00pm	-	6:00am

Section 5. Work Schedule

Work schedules showing the employee's shifts work days and hours shall be posted on all departments bulletin boards at all times.

Except for emergency situations, including where staffing is insufficient to maintain operations in a reasonable manner, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

For non-emergency training purposes, the employee shift may be changed if a forty-eight (48) hour notice is given.

Section 6. Continuous Operations.

All employees covered by this contract engaged in continuous operations are defined as being an employee or group of employees engaged in an operation for which there is a regularly scheduled employment for twenty-four (24) hours a day, seven (7) days a week.

The work week for employees engaged in continuous operations shall consist of five (5) consecutive eight (8) hour days, however, from time to time an employee may not work for five consecutive days if it is necessary to fill-in due to another employee's absence, as has been past practice in continuous operations for employees with a classification which includes filling in on any shift.

Section 7. Park and Water Distribution Work Schedules

After May 1, 1999, any newly hired Park employees, in classifications other than those occupied by current employees as of April 1, 1999, shall be assigned a Monday-Friday regular work schedule from October 1 - April 30, and may be assigned a Wednesday-Sunday regular work schedule from May 1 - September 30 each year. The three positions currently in the Park Department as of April 1, 1999,

shall be maintained in addition to any other Park classifications. Employees may use trade days with approval from the Department Head. If those Park employees with a Saturday/Sunday schedule have scheduled time off, and replacements are necessary, the City will use the following order of replacement: 1) full-time employees who volunteer to change their schedule, or 2) overtime for full-time employees.

Employees may use trade days with the approval of the Department Head.

ARTICLE 5 REST PERIODS

Section 1.

All employees' work schedules provide for a fifteen (15) minute rest period during each shift at a convenient time as approved by the Department Head. The rest break will not occur during the first two hours of the shift except in case of an emergency.

Section 2.

The City will provide a clean quiet place for lunch for all employees. Employees who, as a result of a

work assignment, are not in the immediate vicinity of a City facility at the time a break is permitted under the Agreement shall be provided sufficient cleaning supplies to allow those employees to clean up to eat or drink during such breaks.

ARTICLE 6 MEAL PERIODS AND CLEAN-UP TIME

Section 1. Meal Periods

All employees, except office employees, on non-continuous operations will be permitted a thirty (30) minute lunch period without pay.

Employees on continuous operations will be permitted thirty (30) minutes paid lunch period, which must be taken at the work site. Employees that are allowed lunch periods with pay are considered on duty and will not be permitted to extend their lunch period.

Office employees (Finance Department and Engineering) will be permitted a one (1) hour lunch period without pay.

In case of emergency, the employees required to work, shall be granted a paid coffee break and a paid thirty (30) minute lunch period, providing the employee works over a four (4) hour period. Coffee breaks and the lunch periods shall be at the discretion of the City Officers.

Section 2. Clean-up Time

Employees shall be granted a ten (10) minute personal clean-up period prior to the end of each work shift.

Work schedules shall be arranged so employees may take advantage of this provision; the Employer shall make the required facilities available.

ARTICLE 7 BENEFITS – WHEN PAYABLE

Immediate:

- (a) Workmen's Compensation Coverage
- (b) Social Security
- (c) IMRF Participation, if applicable
- (d) COLA, if applicable

Thirty (30) Days:

- (a) Health and Hospitalization Insurance Coverage

Three (3) Months:

- (a) Personal Days (8 Hours are Available)

Six (6) Months:

- (a) Holiday Pay
- (b) Sick Benefit Pay pursuant to the provisions of Article 10
- (c) Bereavement Days
- (d) Personal Days (Remaining Hours of Personal Leave are Available)

One (1) Year:

- (a) Vacation per schedule

The benefits will be payable only to employees who are classified as full-time (30 hours or more each week). No previous hours worked as a part-time or temporary will be included in determining benefits if an employee is upgraded to a full-time status.

ARTICLE 8 HOLIDAYS

Section 1.

Holidays for the purpose of this agreement are as follows:

New Years Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve.

NOTE: Birthday Holidays shall be observed each year in accordance with Section 6.

Section 2.

Probationary, temporary, seasonal, and employees on suspension shall not be entitled to holiday pay.

Section 3.

When a holiday falls on a workday, the employees will be given that day off with pay provided the employee

works their scheduled day immediately before and immediately after the holiday except in cases where the employee has scheduled leave time more than 30 calendar days in advance, illness or injury confirmed by a doctor's note, bereavement, or as otherwise approved by the employee's department head.

Section 4.

When a holiday falls on a Saturday, it will be taken off on the preceding Friday. If the preceding Friday is already a holiday, then the following Monday will be considered the day off.

When a holiday falls on a Sunday, the following Monday will be considered the day off. If there is already a holiday on Monday, then the following Tuesday will be considered the day off. For continuous operation employees, holiday pay as defined in Section 5 will be paid to employees who work on the calendar holiday, and not those working on the day off observed by non-continuous operation employees.

Section 5.

Whenever it is necessary for an employee to work on a holiday, the employee shall be compensated at the regular rate of pay for the holiday, and shall be additionally compensated for those regular hours worked at the overtime rate of pay.

Section 6.

The Birthday Holiday will be taken off by the employee within a sixty (60) day period, thirty (30) days prior to his/her birthday or thirty (30) days after his/her birthday. If for some reason the employee is denied his/her birthday holiday during this period of time, it shall be rescheduled.

Section 7.

If a payday falls on a holiday, then the payday will be the preceding day.

ARTICLE 9 SICK BENEFIT PAY

Section 1. Definition Sick benefit pay as used in this Article shall be defined as absence from work because of non-service connected illness or injury; sick benefit pay may also be used in the event of legal quarantine, or in the event of any of the foregoing occurring in the immediate family (spouse or children) requiring verifiable medical attention. Children for this benefit are defined as the employee's stepchild if the employee is currently married to the stepchild's biological parent, biological, or adopted including those children of their current spouse which are children 22 years and younger or a claimed dependent child as defined by the internal revenue code. Such verification shall not be unreasonably requested. The provisions of this Article shall supersede the provisions of the Illinois Employee Sick Leave Act, 820 ILCS 191/1 *et. seq.*

Section 2. Usage

Each employee shall be entitled to receive sick benefit pay for the reasons as defined in paragraph one above. Sick benefit pay shall be payable after one (1) eight (8) hour work day of absence in the amount of seventy-five percent (75%) of the regular base pay. The one (1) eight (8) hour work day non-payable working period shall be waived in the event of hospitalization of the employee, out patient surgery, or accident resulting in emergency medical care. Sick leave bank hours or personal hours, must be used by employees both during the first one (1) eight (8) hour work day absence and also to adjust their sick pay from seventy-five percent (75%) to one hundred percent (100%). (Employees may not elect to take sick time off without pay if they have any sick leave bank hours or personal hours.)

Section 3. Notification

To receive sick benefit pay, an employee shall communicate with his/her immediate supervisor as far in advance as possible. As a general rule, this notification should be at least one-half (1/2) hour before the start of the shift. The City retains the right (at the expense of the City) to designate a physician to examine the employee and provide competent proof of illness after one (1) day of absence, this right shall not be used in an unreasonable manner.

Section 4. Records

The City shall maintain separate records with respect to sick leave hours used under this Article.

Section 5. Duration

The duration of the benefits of this Article shall not extend for more than fifty-two (52) weeks for each occurrence.

Section 6. Bereavement Leave

When a death occurs in a full-time employee's immediate family the employee shall be granted a paid leave of absence (consecutive work days) in accordance with the following schedule. The employee shall provide an obituary or other reasonable proof to their department head within three (3) days of returning to work.

- A One (1) Day Paid Leave
Great Grandparent or great grandparent by marriage, great grandchildren, niece or nephew, aunt or uncle.

- B Two (2) Days Paid Leave
Step-siblings

- C Three (3) Days Paid Leave
Brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent and grandparent-in-law, grandchildren.

- D, Five (5) Days Paid Leave
Spouse, children, and stepchildren if the employee is currently married to the parent of the stepchild, employee's parents or legal guardian.

Employees are eligible for additional time off, not to exceed two (2) weeks under the Family Bereavement Leave Act. Employees may use paid time or take the leave unpaid for additional time. Family Bereavement Leave Act allows for two (2) weeks off using paid time or taking the leave unpaid for miscarriage, stillbirth, failed surrogacy, unsuccessful fertility treatment, and unsuccessful adoption.

Section 7. Personal Days

Beginning January 1, 2015, employees shall be granted forty-eight (48) personal hours per fiscal year.

The employee shall be obligated to give a twenty-four (24) hour notice to the Department Head, when in need of personal time. In the event personal time is used as a sick day, notification must be given thirty (30) minutes before the start of the workday or shift. Only one (1) personal day (8 hours) shall be taken at a time, unless more than one consecutive day is approved by the Department Head. With the approval of the Department Head, personal time may be used in half (1/2) hour increments.

Only in extreme emergency shall the Department deny the personal time. Further, the Department Head shall be consistent in granting personal time.

Employees may elect to carryover up to sixteen (16) hours of personal time each fiscal year.

Section 8. Subrogation Provisions for Sick Leave and/or Medical Plan

If an employee has rights to recover from a third party all or part of any payment made by Employer (City) under this benefit, the acceptance of payment of this benefit by Employer shall be deemed Employee's agreement to transfer those rights to Employer (City). The Employee must do nothing to impair Employer's (City's) right to seek reimbursement from a third party for payments made under this benefit.

At Employer's (City) request, Employee will assist Employer (City) in enforcing those rights against third parties, including the execution of documents by Employer naming Employee as a plaintiff in suit against third party. If it is necessary to bring suit or execute documents in enforcing those rights against third parties, the Employer (City), shall bear the cost. If Employee receives payment from a third party as compensation for a loss, injury or damages for which a payment is made by Employer (City) under this benefit, Employee shall reimburse Employer (City) for the benefits received to the extent of payments made by a third party to Employee. Any amount received by Employee from a third party in excess of payments made by Employer (City) under this benefit, shall be retained by Employee.

Section 9. Outside Employment Prohibited While Sick

While receiving sick benefit pay, the employee shall not be employed in any other manner with monetary compensation, if such secondary employment would, in the opinion of a licensed medical physician, prolong the employee's recovery period and return to work. The burden of providing this opinion remains with the employee and a city provided form must be completed by the healthcare provider and returned to Human Resources prior to any outside employment being performed. Under no circumstances shall an employee have secondary employment during the employee's regular hours of work for which he is receiving sick benefit pay from the City. Any employee who is in violation of this Section forfeits the continuing compensation provided for by this Article from the time such secondary employment begins. The City retains the right to send the employee to an occupational health specialist at city expense should the City disagree with the employee's provider. The occupational health specialist's opinion will be the final determinate.

ARTICLE 10 VACATION

Section 1.

All vacation time shall be given January 1st of each year. All vacation time shall be used in four (4) hours increments. Vacation service credits shall be awarded as follows:

- A. Two (2) work weeks after one (1) year of continuous vacation service.
- B. Three (3) work weeks after five (5) years of continuous vacation service.
- C. Four (4) work weeks after ten (10) years of continuous vacation service.
- D. Five (5) work weeks after fifteen (15) years of continuous vacation service

Computation of continuous service shall begin on the date the employee becomes classified as full-

time for the City. No credit will be given for hours worked as part-time or temporary.

Section 2.

- (A) An employee must qualify for vacations by having been employed by the City for a period of one (1) year from their anniversary date in order to receive two (2) weeks of vacation.
- (B) In computing any such time, any employee who is unable to work due to an occupational accident, sickness, or disease for which he/she receives pay benefits, will be credited for vacation purposes with the hours he/she would have been scheduled to work in the absence of such disability.
- (C) Any employee returning from leave must have a year of service in order to qualify for vacation. This means from the anniversary date (for new employees, or January 1st for long-time employees), to the time of leave will be added to the time worked (beginning) with the date the employee started working following the return from leave) for total of one (1) year. The time gone on leave would not count toward the year of service for this purpose.

Section 3.

- (A) Prior to December 15th of each year, a notice shall be posted in each department stating the weeks during which vacation may be taken and the number of employees who may take vacations in each week. Each employee in the department, commencing with the senior employee, will be permitted to identify the week or weeks during which he/she desires vacation leave. Vacations may not be divided into periods of less than one week or be postponed from one year to another.
- (B) Vacation period shall be taken each year. Employees who do not request a vacation period prior to the end of the eighth (8th) month (August 31st) of the year in which the vacation was earned shall be scheduled for a vacation by the Department Head at any time during the remaining four (4) months of the fiscal year.
- (C) To further qualify for vacation, the employee must be working after January 1st of the year in which the attendance requirement is established.
- (D) In those cases where it is necessary to change the vacation time the employee involved will be given the opportunity to state his/her preference of unassigned vacation time during which his/her services are not needed to meet City requirements.
- (E) Vacation period shall be taken each year except that 40 hours may be carried over if used by May 1 of the following year.
- (F) An employee, who has earned vacation, would be allowed to take said vacation at the end of December and the beginning of January (running the vacation period of the two (2) fiscal years together) if such an arrangement meets with approval of the City Officer.
- (G) All continuous operation employees will be allowed to take vacation in periods of less than one (1) week for a maximum of one (1) week (5 days) per year with the approval of the Department Head. All vacation time in excess of one week must be taken in full week increments. To qualify for consideration of a vacation period of less than one week, either in four (4) hour increments or eight (8) hour increments, an employee must notify and receive permission from the Department Head at least one week (7 days) prior to the requested vacation time

All non-continuous operation employees will be allowed to take vacations in periods of less than one (1) week, either in four (4) hour increments or eight (8) hour increments, with the approval of the Department Head. At least twenty-four (24) hours' notice must be given.

- (H) If a holiday occurs during the calendar week in which an employee takes a vacation, the employee's vacation period shall be extended one (1) additional workday.

Section 4. Vacation Rights in Case of Layoff or Separation.

When an employee retires, resigns or is terminated without having taken all accrued vacation time, the monetary equivalent of all accrued vacation hours shall be paid to the employee as part of their final compensation at their current rate of pay upon separation. Should an employee use more vacation than what was accrued at the time of separation for any of the foregoing reasons, the employee will have the monetary equivalent at their current rate of pay deducted from their final paycheck. Should the employee's final paycheck not have sufficient funds to cover that cost, the employee will be billed for the amount owed.

ARTICLE 11 LONGEVITY AND SHIFT DIFFERENTIALS

Section 1.

Employees shall be paid longevity pay in addition to regular base pay as follows:

May 1, 2022

- 5 to 10 years - \$.12 per hour
- 10 to 15 years - \$.20 per hour
- 15 to 20 years - \$.34 per hour
- 20 to 25 years - \$.40 per hour
- 25 to 30 years - \$.64 per hour

MAXIMUM TOTAL - \$1.70 per hour

**the union proposal includes grandfathering any employees in the above 30-40 year category. However, the union does not believe there are any employees in this category.*

Second and third shift differentials shall be \$.50 and \$.60 per hour respectively. Weekend differentials, \$.25 per hour, shall be in addition to shift differentials. Weekend shift differential begins at 10 pm on Friday for continuous operations and ends at 10 pm on Sunday.

Employees working in non-continuous operations will not receive shift differentials for work during overtime hours.

No shift differential will be paid for time off including, but not limited to, sick leave, disability, worker's compensation, personal days, holidays, vacation, or other leaves of absence.

ARTICLE 12 OVERTIME

Section 1.

Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions. Overtime hours will be calculated based upon the actual time worked.

Section 2.

All work performed in excess of eight (8) hours in any workday or work shift.

Section 3.

All work performed in excess of forty (40) hours in any workweek.

Section 4.

All on site or job site work performed before or after any scheduled work shift.

Section 5.

Any employee physically called in or substantially required to work from home to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half. Time worked over two (2) hours shall be at the rate of time and one-half.

Section 6.

If an employee is required to work overtime as a continuation of his regular work shift, the employee shall be compensated at time and one-half for the actual time worked. This provision applies only to the end of an employee's regular work shift. Employees required to work overtime prior to their regular work shift will be compensated as per the two (2) hour minimum in Section 5.

Section 7.

Interpretation of time and one-half rule for over forty (40) hours in a week: The five (5) scheduled days within each seven (7) days calendar week will be counted toward the first forty (40) hours. (Time and one-half will then be paid for all work performed in excess of eight (8) hours in any scheduled work day or work shift; all work performed before or after any scheduled work shift or any scheduled work week as explained in the interpretation above; and as described in "5" and "6" of Local 1234 contract.) For further interpretation purposes: Although an individual is scheduled to work five (5) days but receive less than five (5) day's pay, perhaps because the person is out of sick leave, that person will still receive time and one-half for work performed on their day off. Holidays falling on a day off (a non-scheduled workday) will be paid at the regular eight (8) hour rate.

Section 8.

Except for an emergency situation, overtime shall be distributed equally among the employees within each department, provided the employee is qualified to perform the duties within the required overtime schedule. (Round Robin)

If the City mistakenly does not offer overtime to an employee, they shall equalize it during the next five (5) weeks.

No employee shall be required to work more than twelve (12) consecutive hours, and no employees shall be permitted to work more than sixteen (16) consecutive hours, whether within a single workday or over two (2) workdays.

Section 9. Round Robin for Non-Continuous Employees

Scheduled or planned overtime assignments, subject to the exclusions for emergency situations and on-call as explained below, will be rotated among employees qualified to perform the duties so as to attempt to provide an equal number of overtime opportunities.

Overtime assignments will be made in inverse order of the total number of overtime hours worked by each

employee. The eligible employee with the lowest amount of overtime work will be called first and so on until enough employees have been scheduled to perform the overtime assignment. An employee will be charged for the actual overtime hours worked. If an employee is called and refuses or is unavailable for overtime, the overtime hours worked by another employee will be added to the overtime totals of each employee refusing or who is unavailable. Employees on vacation shall be subject to call for emergency overtime, and shall be charged for any hours which they are not available.

On May 1 of each year a new overtime list will be established based upon department seniority. All employees will start with a zero (0) overtime balance regardless of the overtime balance as of December 31st of each year. Each person will be offered overtime one (1) time in order of seniority before equalization in accordance with paragraph two (2) will be enforced.

Overtime rosters shall be updated and posted within forty-eight (48) regular working hours (2-24-hour days) after the last overtime assignment has been concluded. Regular working hours is defined as hours when the administrative offices of the City are open to the public.

The City is occasionally faced with emergency situations or situations which may need technical, expert, or experienced employees. In these cases, the City will attempt to call such employees in for overtime before calling other employees. In such cases the employee involved will still be charged for the overtime.

Section 10 Compensatory Time

Employees may choose to receive comp time instead of overtime (up to 32 hours in comp time bank).

Any hours above 32 shall be paid in their regular check. Requests for comp time leave shall be requested in advance and should not be unreasonably denied unless doing so would unduly disrupt the operations of the affected department if the request would cause the city to incur overtime to cover the requested time off.

Section 11 On-call

Any department having an on-call program or policy shall have that program or policy posted in writing. Recognizing each department may have different requirements to fulfill their on-call requirements each department may have an independent policy.

The purpose for an on-call program or policy is for each department to have an efficient means to maintain operations in case of an emergency requiring an immediate response or to have a point of contact for operational questions on a 24-hour basis. The union recognizes the need for on-call participation and shall work with management to keep city services fulfilled.

Compensation: On-call employees will receive two (2) hours of compensatory time for each weekday on-call. On-call employees shall receive three (3) hours of compensatory time for each weekend day and/or union holiday(s), excluding birthday holiday, that they may be on-call. The maximum accumulation of compensatory time is thirty-two (32) hours. At the end of each pay period, compensatory hours above the maximum of thirty-two (32) will be paid out at the regular rate of pay.

On-call employees shall be subject to call in or take phone calls, text messages, or by other electronic means as directed by supervisor. On-call employees who physically must report to work or a job site shall be paid the overtime rate in addition to the on-call compensatory time.

If and on-call employee requires additional staff to report to work to cover an emergency, every effort should be made to utilize the Round Robin Method for call-in if the next in line is qualified to perform the work.

ARTICLE 13 WAGES

Section 1. Wage Schedule

All Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered part of this Agreement.

Section 2. Classifications.

The City will classify in the proper classification, consistent with the duties and responsibilities of each individual employee, as contained in the classification plan. The City shall have the continuing obligation and right to apply the proper classification consistent with the description of the classification. The Union shall have the right to review and discuss with the Employer said classification before they are adopted. The classifications will be attached to this Agreement as Appendix B and be considered part of this Agreement.

The City will provide all employees a copy of their job description. The City will print the wage scale, labor grades, and language describing the process of advancing up or down the wage scale in the contract book.

Section 3. Evaluations

Evaluations will be done by the Department Heads.

Section 4. Base Pay Increase

Effective January 1, 2025, the City implemented a comprehensive restructuring of the Labor and Office & Clerical wage tables.

As a result of this restructuring, each employee shall be placed into the revised wage table in accordance with their classification and assigned step under the new structure. Each employee shall receive an adjusted base wage increase based on their placement within the revised wage schedule. The amount of the base wage increase shall vary by classification and individual placement within the new wage table.

To ensure equity in implementation, any employee whose base wage adjustment resulting from the restructuring is less than three percent (3%) shall receive an additional equalization compensation adjustment to ensure that the employee's total payout for calendar year 2025 is no less than three percent (3%).

Each employee shall receive a base pay increase of three percent (3%) on January 1, 2026, and three percent (3%) on January 1, 2027. Wages will take effect at the beginning of the first full pay period in the fiscal year.

For the purpose of calculating the pay increase, the base pay does not include longevity pay.

Section 5. Educational Incentives

Employees working in the Maintenance Services, Water and Wastewater Plants who satisfy the IEPA certification requirements will receive educational incentive pay as outlined in this section. Employees with the proper certifications will have bidding preference over senior employee without certification. Current employees who have over one (1) year of service at the Maintenance Services, Water and Sewer plants as of January 1, 2025, will be grand-fathered according to their current classification and wages, however this grand-fathering will occur only as long as the employee remains in their current classification.

Employees who are making good-faith efforts to obtain required licensure shall not be terminated for failure to obtain the license when the failure is attributable to circumstances beyond the employee’s control. This includes situations such as delays in licensing processing by the licensing agency, examination scheduling cancellations or unavailability despite timely application by the employee, or other administrative or procedural barriers not caused by the employee’s lack of effort or compliance.

Maintenance Services			
Grade	Classification	Minimum Licensure Requirements	Incentive Licensures
1	Parks Laborer		
1	Streets Laborer		
1	Storm Water Collection Laborer		
1	Wastewater Collection Laborer		
1	Water Distribution Laborer		
2	Parks Laborer		Pesticide License
2	Storm Water Collection Laborer		Pesticide License
2	Water Distribution Laborer		Class D
3	Automotive Mechanic		
3	Heavy Equipment Operator		
3	Water Distribution Laborer		Class C
4	Heavy Equipment Operator		Class D
5	Heavy Equipment Operator		Class C
6	Parks Maintenance Crew Leader		
6	Street Maintenance Crew Leader		
6	Automotive Mechanic Crew Leader		
6	Storm Water Collection Crew Leader		
6	Wastewater Maintenance Crew Leader		
6	Water Distribution Crew Leader		
6A	Parks Maintenance Crew Leader		Pesticide License
6A	Storm Water Collection Crew Leader		Pesticide License
6A	Water Distribution Crew Leader	Class D	

Wastewater Plant

Grade	Classification	Minimum Licensure Requirements	Incentive Licensures
1	Wastewater Technician (Operator Helper)		
1	Operator		
1	Maintenance Mechanic		
2	Wastewater Technician (Operator Helper)		Class 4
2	Operator		Class 4
2	Maintenance Mechanic		Class 4
3	Wastewater Technician (Operator Helper)		Class 3
3	Operator		Class 3
3	Maintenance Mechanic		Class 3
4	Wastewater Technician (Operator Helper)		Class 2
4	Operator		Class 2
4	Maintenance Mechanic		Class 2
4	Utility Worker	Class 2	
5	Lab Technician	Class 2	
5	Wastewater Technician (Operator Helper)		Class 1
5	Operator		Class 1
5	Maintenance Mechanic		Class 1
5	Utility Worker		Class 1
6	Lab Technician		Class 1
6	Lead Operator	Class 2	
6	Lead Maintenance Mechanic		Class 2
6	Electrician	-	-
6A	Lead Operator		Class 1
6A	Lead Maintenance Mechanic		Class 1
7	Electrician	Certified	
7A	Electrician	Certified	Class 1

Water Plant

Grade	Classification	Minimum Licensure Requirements	Incentive Licensures
1	Maintenance Tech II		
1	Operator		
2	Maintenance Tech II		Class D
2	Operator		Class D
3	Maintenance Tech II	Class C	
3	Operator	Class C	
4	Maintenance Tech II		Class B
4	Operator		Class B
5	Maintenance Tech II		Class A
5	Operator		Class A
6	Maintenance Tech II		Class A & Lab Certified
6	Operator		Class A & Lab Certified
6	Lead Operator	Class A	
6	Lead Maintenance Mechanic	Class A	
6	Electrician		
7	Lead Operator	Class A	Lab Certified
7	Lead Maintenance Mechanic	Class A	Lab Certified
7	Electrician		Class A & Lab Certified
8	Electrician		Certified Electrician with Class A & Lab Certified

ARTICLE 14 PHYSICAL EXAMINATION

Section 1. Pre-Employment Physical

All new employees shall submit to a physical checkup when employed by the City, physician to be designated by the City, at the expense of the City.

Section 2. Medical Reports

Whenever physicians for the City have made a physical examination or laboratory test, a report thereof will be given to the personal physician of the employee involved upon the written request of such employee.

Section 3. Hepatitis B

The City shall provide and pay for immunization against hepatitis B, conversion tests, and boosters, if needed, to all employees.

ARTICLE 15 PROBATIONARY PERIOD

Section 1.

Every new employee shall be a probationary employee for the first thirteen (13) pay periods of employment. All days of absence exceeding five (5) consecutive workdays, must be made up in order to complete the probationary period.

Part-time, seasonal, or temporary employees shall not count their service time towards the thirteen (13) pay periods probationary period if they are reclassified as full-time, nor shall it count for any fringe benefit determination.

A probationary employee shall have no seniority rights, but when such rights are acquired upon the completion of the probationary period, service will date back to the beginning of employment.

Section 2.

During a new employee's probationary period the City may, at its option assign, transfer, or dismiss any probationary employee without question, since they have no seniority rights. Such action would result for items such as poor performance, absenteeism, insubordination, and other items deemed by the Department Head to be detrimental to the operations of the City.

ARTICLE 16 SENIORITY

Section 1. Promotions

Seniority shall govern all promotions where the employee has the qualifications necessary to perform the position in a capable manner. The City officer(s) in charge will be responsible in determining the employee's qualifications.

- (a) City-Wide Seniority: City-Wide Seniority shall, for the purpose stated in this Agreement, be defined as the length of service of an employee with the City in a recognized Local 1234 classification.
- (b) Departmental Seniority: Departmental Seniority shall, for the purpose stated in this Agreement, be defined as the length of service of an employee within a department, in a recognized local 1234 classification.
- (c) City-Wide Seniority and Department Seniority may or may not be representative of an equivalent length of service.
- (d) Office and Engineering classifications were recognized by the City effective May 1, 1974.

Section 2. Bid Notice

The City Officer(s) in charge shall post a notice of position(s) available on all City bulletin boards. Said job notice bulletin(s) shall be posted for a period of five (5) working days.

- (a) Listed below are the job bidding procedures that have been established.

Step 1.

When a job opening occurs in a department, employee(s) within the department shall be given preference to bid upon the job opening, and award of the job shall be based upon Departmental Seniority, and qualifications within the bargaining unit.

Step 2.

If no employee(s) within the department bid on the job, then employees from other departments can bid on the job. The award of the job will be based on the employee(s) City - Wide Seniority within the bargaining unit, and qualifications.

Section 3.

All promotions shall be subject to a probationary period of thirty (30) days, worked on the job. If an employee is found to be unqualified, the employee will be reinstated to their prior position from which promoted.

Section 4.

The City Officer (s) in charge will review with the probationary employee, his or her progress. At the end of the probationary period, a determination of the employee's performance and job qualification shall be provided to the employee for review.

Section 5.

During the probationary period, the employee will be paid at the rate for the classification to which they are promoted. The probationary period shall be thirty (30) days worked on the job. The employee's department seniority will start on the day on which they came into the department, and the employee shall have the right to exercise his or her seniority accordingly.

Section 6.

Seniority in general, shall govern all transfer(s), shift assignment(s), job assignments, and job postings where the employee's capability and job performance merit the position. A senior employee is entitled to shift preference in the same job classification once a year. The effective date of the bump will be thirty calendar (30) days after written notice.

Section 7.

Any employee who is promoted from a union position to an exempt position shall retain credit for their earned union seniority, however, if the employee is allowed at a later date to return to a union position from an exempt position he/she shall not be allowed to use his/her previously earned union seniority for job bidding for the re-entry union position. The employee shall be able to use his/her previous earned union seniority on all subsequent job bids.

Section 8. Seniority List

The City will post monthly an up-to-date seniority list in each department.

Section 9. Bidding Units

The job-bidding units are as follows:

1. Sewer Plant
2. Engineering
3. Community Service Officer
4. Building and Grounds
5. Water Plant

6. Maintenance Services
 - a. Street
 - b. Motor Pool
 - c. Park
 - d. Drainage
 - e. Sewer Collection
 - f. Water Distribution
7. Office and Clerical
 - a. Maintenance Service Office
 - b. Water and Sewer Plant Office
 - c. Finance Department
 - d. Police Records

All accumulated Water Distribution time will be credited to Maintenance Services Department time.

LAY-OFF

Section 10.

An employee who is to be laid off will be given as much advance notice as possible, such notice not to be less than three (3) working days.

Section 11.

When it becomes necessary to decrease the force, all probationary or part-time employees shall be the first to be laid off.

Section 12.

Should further reduction in the force be necessary, seniority will govern if the longer seniority employee is capable of performing the work of the shorter seniority employee. For this purpose the longer seniority employee will be deemed capable of performing the work of the shorter employee if the longer seniority employee does not require more than one (1) week break-in period.

Section 13.

When employees are recalled from lay-off, they will be returned to work in the order of seniority on position they can perform.

Section 14.

At each lay-off or recall following lay-off, the City may designate certain individual employees whose services are required under special circumstances then existing, with the mutual agreement between the City and the Union. Such employee may be retained in, or recalled to service regardless of their seniority.

Section 15.

The Union has the right to waive the terms of this clause by written agreement with the City providing for another mutually agreeable method of achieving a short-term reduction in force.

Section 16.

**MAINTENANCE SERVICES
DEPARTMENT JOB ASSIGNMENT
SENIORITY**

In order to clarify Article 16, Seniority, Section 6, of the agreement between the City and AFSCME Local 1234 which reads: "Seniority in general, shall govern... job assignments... where the employee's capability and job performance merit the position", the following agreement shall apply.

1. This agreement is in effect for the Maintenance Services Department only.
2. Departmental seniority will be used for daily displacement of employee(s) from their division.
3. When an employee(s) is displaced out of his/her division, the order of displacement shall start with the employee(s), if qualified, having the least amount of departmental seniority.
4. This agreement does not create any past practice or precedent.

The following exceptions to the above-written agreement shall be in effect:

1. If and when the city is faced with emergency situations, special events, or situations that need technical, expert, or experienced employee(s).
2. During overtime situations as defined in the current Union Contract.
3. When an employee is assigned to training duties that include new and promoted employees during their probationary period.
4. When an employee is on medical restrictions.

ARTICLE 17 LEAVES OF ABSENCE

Military Leave:

The City will comply with the Uniformed Services Employment and Reemployment Rights Act (“USERRA”), and the Illinois Service Member Employment and Reemployment Rights Act (“ISERRA”), 330 ILCS 61/1-1 et seq., as amended from time to time.

A bargaining unit member who is a “service member” as defined in ISERRA is entitled to military leave while performing “active service”. During such leaves, the bargaining unit member’s seniority, tenure track, and other benefits shall continue to accrue. During periods of military leave for active service, public employees shall receive differential compensation between the employees’ regular rate of pay and any lesser military compensation.

Governmental Leave:

For the purpose of enabling employees to participate in the affairs of the government, the City shall grant, upon written notice from the employee, leave of absence to employees who are elected to City, County, State, or who are appointed to serve unexpired terms of such elective positions. Such leaves of absence may be renewed at the option of the City upon written request for successive terms.

Maternity Leave:

Any female employee who becomes pregnant will be granted leave of absence with pay in accordance with the current sick leave provisions if the City receives written documentation from her physician stating that she is unable to perform her regular duties, or other related duties as assigned by the Department Head.

The employee may also request an unpaid leave of absence for maternity leave not to exceed a total of twelve (12) months for the combination of both the paid and unpaid time off.

Employees shall retain and accumulate seniority as though employed by the City during authorized leaves of absence.

Educational Leave:

A leave of absence for a period not to exceed one (1) year may be granted an employee, upon written request to the City Council, as decided by the Council in its discretion, for the employee to attend a recognized college, university, trade or technical, for job related study or training. Such leave shall be for good cause and shall be without pay.

Union Leave:

Local union representatives shall be allowed time off without pay to attend State and International Conventions, and/or State or area wide meetings, provided that such representative gives reasonable notice to his/her supervisor, and provided that the leave does not cause any additional cost to the City or any scheduling problems.

General Leave:

The City may grant a leave of absence without pay, for a good and reasonable cause, as decided by the City Council in its discretion, not to exceed one (1) year.

Unreported Absence:

An employee who is absent from work in excess of three (3) working days without reporting to the City Officer or is absent from work in excess of three (3) working days without reasonable cause for such absence will be discharged.

An employee who has been absent from work in excess of three (3) working days without reporting to the City Officer, and whose seniority has been considered broken, will be reinstated with full seniority rights if he/she submits satisfactory evidence that this absence was for a legitimate reason and that his/her failure to report was reasonable under the circumstances, but no back pay will be granted in such cases.

FMLA Leave:

FMLA leave shall be granted as provided by law. The Employer shall negotiate any mandatory subject of bargaining by law.

ARTICLE 18 JURY DUTIES

Section 1.

Any employee shall be excused from work on a workday on which he/she performs jury service or is issued a subpoena by a court to appear in person for a case in which the employee is not a party, providing he/she gives prior notice to his /her supervisor, and makes a reasonable effort to report for work during regular working hours to perform as much of his/her regular work as he/she can do.

Section 2.

An employee who is excused for jury duty or a court ordered subpoena and who furnished the City with a statement from the court with regard to jury pay received and time spent on jury service on a regularly scheduled work day, will be reimbursed by the City as follows:

- (A) An employee absent for his/her entire shift will be paid the difference between jury pay and his/her regular wages.
- (B) An employee who performs jury services and works on the same day will be paid the difference, if any, between his/her actual earnings for the day plus the jury pay and his/her regular wages.
- (C) An employee who is called for jury services, responds to the call, and loses time from work, but is not accepted for jury service, will receive an amount equal to his/her regular wages for such time lost, provided he/she returns to his/her job promptly.
- (D) An employee absent for his/her entire shift due to a court ordered subpoena will be paid his/her regular wages.

An employee who is summoned to court through a subpoena, responds to the call, and loses time from work, but is relieved of that duty prior to the completion of his/her regularly scheduled shift will receive an amount equal to his/her regular wages for such lost time, provided he/she returns to his/her job promptly.

ARTICLE 19 VOTING

Section 1.

In the event an employee's work schedule will not permit him or her to vote in any Federal, State, or Municipal election, he/she shall be allowed the necessary time off to vote without loss of pay.

ARTICLE 20 TEMPORARY APPOINTMENTS AND ASSIGNMENTS

Temporary Appointments

Section 1.

Temporary appointments, to replace a full-time employee for a period of up to six (6) months in duration, may be made from eligible lists when practical, or from any other service of persons, including part-time and temporary employees, who meet the minimum qualifications necessary to perform in the position available in a capable manner. The City will furnish a description of duties and an estimated period of time an individual shall fill said positions with a maximum of six (6) months. Thereafter the job will be reviewed by the City and subsequently posted if the job is deemed vacant. If the temporary employee is replacing an employee covered by USERRA the city may extend the temporary assignment by mutual agreement beyond six (6) months up to the end of the protected employee military obligation. If a temporary employee is hired permanently into a different AFSCME 1234 position, a new temporary employee may be appointed to fill the USERRA protected vacancy.

Section 2.

Any employee filling a temporary appointment who is continued in City employment beyond six (6) months shall receive credit for all time earned while employed by the City upon being hired full•time.

Section 3.

In the event a temporary promotion becomes permanent, the employee shall receive seniority rights and credit toward merit raises of all time worked in the higher classification.

Section 4.

It is the intent of the City that temporary appointments shall be made for the purpose of replacing full-time employees who are absent from work because of a formal leave of absence granted by the City, sick leave or temporary disability leave, military leave, or for emergency hiring, and it is not the intent of the City to make temporary appointments to replace full-time employees.

Temporary Assignments

Section 1.

The employer may temporarily assign an employee covered by this agreement to other duties. Such assignment shall in no way interfere with the Union's right to represent the employee, and in no case shall the employee's wages be reduced during such temporary assignment. The City and the Union agree that during the term of this agreement that the length of time that the employer may temporarily assign an employee covered by this agreement to other duties in accordance with the terms of Article 21, Temporary Assignment, of the contract are for a period of up to six (6) months. This six (6) month period of time may be extended by the mutual agreement of the City and the Union.

Section 2.

Whenever an employee is assigned to duties carrying a higher rate of compensation, he/she shall be paid the higher rate for such employment. (If assigned duties at the start of the day.)

Section 3.

Employees assigned temporary assignment, when assignment is concluded, shall be returned to the position from which they were transferred with their original classification, if that position exists.

ARTICLE 21 WORKERS' COMPENSATION

Section 1.

The City will compensate employees for all work-related injuries or illnesses in accordance with the provisions of the Illinois Workers' Compensation Commission, with the following modification: the employee will be compensated at the rate of 66.6% from day one **(1)** rather than after the three day waiting period.

Section 2. Outside Employment Prohibited

During the period an employee is disabled due to a work-related injury and is receiving the benefits as listed in Section 1 above, he shall not be employed in secondary employment in a similar job with similar duties. Also, under no circumstances shall an employee have secondary employment with similar duties during his regularly scheduled hours of work for which he is receiving worker's compensations benefits from the City. Any person who is employed in violation of this section forfeits the continuing compensation provided for by this Article from the time such employment begins. Any salary compensation due such person from Workers' Compensation or from other types of insurance, which may be carried by the City, shall revert to the City during the period for which continuing compensation is paid to such person under this Article.

Any disabled person while receiving compensation under the provisions of this Article shall not be entitled to any benefits for which he would qualify because of his disability under the provisions of the Illinois Pension Code.

Section 3. Workers Compensation Medical Appointment Guidelines (Non-Emergency Evaluation or Treatment)

The prevention and treatment of work-related injuries/illnesses is the responsibility of both the City and the employees. Every effort should be made by both parties to prevent injuries/illnesses. Likewise, both parties are responsible for seeing to it that proper medical care is received so that an employee avoids needless suffering and is able to return to work as soon as possible. This is mutually beneficial to the employee and the employer.

The following guidelines have been established to provide a consistent policy for the treatment of work-related injuries/illness. These guidelines are in accordance with the Handbook on Workers' Compensation and Occupational Diseases, which is published by the Illinois Workers' Compensation Commission.

TREATMENT AT CITY-DESIGNATED MEDICAL PROVIDERS

The City will designate medical providers that employees are required to be evaluated by. These medical providers have experience and training in diagnosing and treating occupational injuries/illnesses. After this evaluation employees may choose to receive treatment from this provider, or they may choose to be further evaluated and treated by a medical provider of their own choosing. Upon return to work employees must provide their supervisor with a copy of their status to return to full or light duty, as well as any future scheduled medical appointments.

All non-emergency medical evaluations, therapy, and follow-up appointments at City-designated medical providers shall be scheduled by employees during the first or last 90 minutes of their work shift unless an appointment cannot be scheduled during such time. Employees must notify their supervisor of any medical appointments at least 24 hours in advance. Employees will receive their normal pay for such appointments, and will not be required to use any personal, sick, or vacation bank hours. No overtime will be paid to employees for medical evaluation or treatment under any circumstances.

TREATMENT AT EMPLOYEE-CHOSEN MEDICAL PROVIDERS

Employee chosen medical evaluation and treatment shall be scheduled after the employee's work shift whenever possible. If the medical provider does not have office hours after the employees work shift then the employee will be allowed to schedule an appointment during working hours, however, it must be either within the first or last 90 minutes of their work shift. Employees are required to use sick leave bank hours in half-hour increments or personal hours in half hour increments to attend medical appointments of their choosing during working hours. Time off without pay is not allowed unless the employee has no sick leave bank hours or personal hours. Upon return to work, employees must provide their supervisor with a copy of their status to return to full or light duty, as well as any future scheduled medical appointments.

ARTICLE 22 SEVERANCE PAY

Section 1.

Employees who leave the service for any reason shall receive all pay, which may be due them with the following qualifications:

- (A) Employees shall be paid for all earned vacation provided that the City is notified by the employee of his/her leaving, two (2) weeks in advance, or sufficient reason is given in the absence of such notice.
- (B) An employee who owes money to the City at the time of his/her separation, shall have his/her final pay applied against the account in whatever amount may be needed to satisfy it and shall be given a receipt for the amount credited. Partial payment of an account by application of final pay shall not release an employee from any balance remaining due. All City Officials and City employees must keep all accounts due the City paid up to date. Any overdue amounts due the City may be withheld from wages or salary due the City officials or employee.

Section 2.

In the case of the death of the employee, his/her estate shall be paid all money due the employee at the time of his/her death.

Section 3.

Any permanent employee in the City's employment on May 1st of the current year who resigns after that date is entitled to and shall receive any and all retroactive pay due him/her. (*This does not include probationary, seasonal, etc.*)

ARTICLE 23 HEALTH AND ACCIDENT INSURANCE

Section 1. Employee Contributions

The City shall offer health and accident insurance for all full-time employees and their qualified dependents, in accordance with provisions of the City's Health Care Plan.

Employees shall contribute to the plan at a monthly rate, based on a percentage of the Premium rate for family coverage and for single coverage, as follows:

Employees shall contribute to the plan at a monthly rate of 20%.

Section 2. Health Care Planning Committee

AFSCME Local 1234 is a party to the Agreement creating the Joint Labor/ Management Health Care Planning Committee of East Moline attached to this contract as exhibit Appendix E.

Section 3. Retiree Continuation

Effective January 1, 1994, an employee who retires (starts receiving a City pension) with twenty (20) or more years of service with the City of East Moline and is age fifty-five (55) or older may continue the health insurance coverage provided for in this Article, including dependent coverage, provided that the employee elects to pay for health insurance at the same rate as active employees. Employees who have retired prior to January 1, 2010 shall continue to pay for health insurance at the same rate they paid when they retired. Employees retiring with thirty (30) or more years of service with the City of East Moline at age 55 or older may continue health insurance coverage at a premium rate, which is 3% less than the most recent retiree rate in effect.

Any retiree of the City of East Moline who begins employment with a new employer shall enroll in the health insurance, if available, through their new employer. If they have family coverage through the city and family coverage is available through the new employer, they shall also enroll their dependents in the plan of the new employer. The city will provide secondary insurance to the retiree and enrolled dependents at no cost. Once the retiree is no longer employed, the retiree and any dependents eligible on the date of city retirement shall become primary on the city plan and the retiree will be charged premium percentages in effect for retirees.

For employees hired on or after April 1, 2022, the City shall not pay any portion of the health insurance premiums of the City of East Moline's group health insurance program for retired employees or their dependents. Retired employees shall be permitted to continue health insurance coverage with the full cost of health insurance premiums the responsibility of the retiree. In lieu of paying a portion of the health insurance premiums, the City will contribute one thousand five hundred fifty dollars (\$1,500) per year on the first full pay period beginning on or after June 1st to a Retiree Health Savings Account or similar savings mechanism on behalf of non-probationary employees hired after April 1, 2022 during the employees first ten (10) years of employment. Every year thereafter until separation, the City shall contribute one thousand five hundred dollars (\$1,500) in to the employees Retiree Health Savings Account

or similar savings mechanism. Said employees in the bargaining unit may collectively determine to contribute an additional voluntary amount per pay period to their Retiree Health Savings Account or similar savings mechanism through a payroll deduction as allowed by federal and state tax regulations.

Retiree Premiums Prior to January 1, 1994

All retirees who have elected to continue insurance prior to January 1, 1994, shall continue to receive coverage under their current premium terms.

Surviving Spouse Continuation

The surviving spouse of: 1) a retiree (receiving a pension), 2) a non-retiree who has separated employment with the City after twenty (20) or more years of service with the City of East Moline, or 3) an active employee with twenty (20) or more years of service with the City of East Moline may continue the health insurance coverage of the deceased employee under the same terms, if the City receives notification in writing within thirty (30) days of the employee's death. The premium cost for the surviving spouse of an active employee will be subject to the same terms as provided for an employee as defined below in the Section, which describes "Continuation of Non-Retirement Separation". The premium rate will be based upon the age of the employee at death, not the age of the surviving spouse. The surviving spouse may not continue coverage if the marriage occurred after the employee's retirement date, or after separation from the City prior to retirement.

Continuation for Non-Retirement Separation

IMRF employees who leave employment honorably at the City with twenty (20) or more years of service with the City of East Moline who are not age fifty-five (55), may elect to continue insurance coverage by paying 100% of the insurance premium (with annual rate adjustments) until they reach age fifty-five (55). At age fifty-five (55) they will be eligible to continue the insurance coverage by paying the cost of the retiree rate in effect on that date (with future rate adjustments). A deferred pensioner whose hire date with the City of East Moline is prior to April 1, 2022, and who begins employment with another employer and obtains health insurance through that employer as detailed in the above section, shall be provided secondary insurance at no cost to them. A deferred pensioner with a hire date of April 1, 2022 or later shall be permitted to continue health insurance coverage with the full cost of any program premium the responsibility of the deferred pensioner.

Section 4. Life Insurance

The City shall provide coverage of \$10,000 in Life Insurance for employees and \$4,000 for eligible retirees who are enrolled in the health plan. Employees will also receive coverage in the amount up to \$20,000 for Accidental Death and Dismemberment.

ARTICLE 24 LIFE INSURANCE

Section 1.

In addition to the life insurance included in the Health and Accident Policy, it is possible for an employee to subscribe for a certain amount of additional Life Insurance. This additional life insurance is available only if a specified percentage of employees agree to participate. The cost of this benefit, if desired, is borne by the employee with no contributions being made by the City.

ARTICLE 25 UNIFORM, PROTECTIVE EQUIPMENT, AND LICENSING

Section 1. Uniform

If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the Employer; the cost of maintaining the uniform or protective clothing in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the Employer.

An employee may opt out of the above provision annually on January 1st. An employee who opts out shall notify the employer by December 1st each year shall receive a four-hundred and fifty-dollar (\$450) uniform allowance to be paid two-hundred and twenty-five dollars (\$225.00) twice annually. The employee who opts out shall be required to maintain, dry clean, launder, and/or tailor their work clothing.

The work attire for employees shall be established by department policies and shall be based on OSHA safety standards. Employees shall be obligated to purchase sufficient work attire to enable the employee to report for work each day dressed for work in the approved attire. Employees shall not wear shirts with logos, pictures, or wording other than "City of East Moline", "Department Name", or City or Union logos. Pants shall not have rips, tears, or holes. Wearing shorts is generally prohibited for safety unless specifically authorized by the Department Head. Sweatshirts and jackets shall conform with ANSI certified requirements, or an ANSI certified protective vest must be worn.

The City shall provide all other safety equipment as required by Illinois OSHA.

A Safety Committee of three (3) members shall be established by the Union. Any safety problem within a department shall be discussed with the respective "Department Head".

Section 2. Safety Glasses.

Employees working in an environment, which requires the use of safety glasses, will be issued such glasses by the City. Safety glasses shall mean the lenses, frame, and side shields, which meet the OSHA specifications.

If an employee feels that their job requires safety glasses then they shall inform their supervisor who will make the determination of the need in accordance with the OSHA standards. The City Administrator will review any disputes.

If there is a need for prescription safety glasses, the Department Head must issue an authorization slip to the employee, which allows them to go to a vendor selected by the City to order their safety glasses.

If the job requires safety glasses it will be the obligation of the City, Local 1234, and the employee to ensure that they are worn at all times.

In some work sites, the Department Head may require that goggles or other protective equipment be worn in addition to the safety glasses so as to be in compliance with OSHA standards.

Section 3.

Employees shall be reimbursed for the reasonable replacement cost or repair of prescription eye glasses (up to \$150) and/or for wristwatch (up to \$25) if it is destroyed or damaged while on duty subject to the following provisions:

- 1) No reimbursement will be paid if the employee was not working safely or wearing the proper safety protection.
- 2) The employee must present a paid receipt for the replacement item to his/her supervisor.

Section 4. Community Service Officer Uniforms

The Community Service Officer will receive \$750 per year, with payments of \$375 in April and October.

Section 5. Safety Shoes

The City will reimburse employees, up to a total of two-hundred and twenty-five dollars (\$225.00) per fiscal year for the purchase of safety shoes if the job requires them as determined by the Department Head. A maximum of two (2) purchases per fiscal year will be allowed. Employees shall be required to wear the safety shoes while at work. The employee must present a receipt, which states that the shoes are OSHA approved.

Section 6.

The City will reimburse employees for the difference between the cost of maintaining a regular driver's license and a Commercial Driver's License (CDL) provided the City requires the employee to have and maintain the license. The City will reimburse the employee at the time the license is initially obtained and at any time it is required to be renewed.

ARTICLE 26 DISCIPLINE

Section 1.

The City, in directing the working force, may exercise its right to invoke disciplinary measures for good cause.

Employees who are required to have CDL or drivers licenses ("licenses") for their positions can be disciplined in the event their licenses are suspended. Each case shall be handled on an individual basis. In any grievance challenging the City's imposition of discipline for suspension of a license, the City's actions in the past shall not be considered as a past practice by the grievance arbitrator. However, the Union can present evidence of prior discipline to support an argument of disparate treatment.

Section 2.

The City and the Union agree with the tenants of progressive and corrective discipline. Disciplinary actions or measures shall include oral and written reprimands, suspension and discharge. All suspensions or discharge shall be given in writing. Reasonable disciplinary measures may be invoked for purpose of maintaining efficiency, safe practices, and for participating in any interference with or interruption of work. An employee shall not be demoted for disciplinary reasons.

Discipline shall be imposed as soon as possible after the employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

In any event, the actual date upon which discipline commences may not exceed ten (10) working days after the completion of the pre-disciplinary meeting.

Section 3.

If the Employer has reason to discipline an employee, it shall normally be done in a manner that will not

embarrass the employee before other employees or the public, whenever possible.

Section 4. Pre-disciplinary Meeting.

- a) In cases of oral reprimands, the supervisor must inform the employee that he/she is receiving an oral reprimand and of their right to Union representation, which shall be provided if so, requested. The employee shall also be given reasons for such discipline, including any names and witnesses and copies of pertinent documents.
- b) For discipline other than oral reprimands, prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall meet with the employee and the Union and inform them of the reasons for such contemplated disciplinary action including any names of witnesses and copies of permanent documents. The employee and the Union representatives shall be given the opportunity to rebut or clarify the reasons for such discipline.

Section 5. Notification and Measure of Disciplinary Action.

- a) In the event disciplinary action is taken against an employee, other than the issuance of an oral warning, the Employer shall promptly furnish the employee and the Union in writing with a clear and concise statement of reasons therefore. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspensions pending discharge, after the investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct, which arose from the same facts and circumstances.
- b) An employee shall be entitled to the presence of a Union representative at an investigation interview if he/she request one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

Section 6. Removal of Discipline.

Any verbal or written reprimands shall be removed from an employee's record if, from date of the last reprimand, one year passes without the employee receiving any intervening disciplinary action. All suspensions shall be removed from an employee's record if eighteen (18) months pass without an employee receiving any intervening disciplinary action.

ARTICLE 27 GRIEVANCE PROCEDURE

Section 1.

Should any dispute arise between the City and Union, including but not limited to the interpretation, application or alleged violation of a provision of this Agreement, they shall be settled under the provisions of this Article.

Section 2.

Grievances shall be resolved in the following manner:

Step 1. The affected employees with a Union Representatives shall meet with the Department Head and present the grievance in writing within five (5) working days after the date of the action giving rise to the grievance. The Department Head shall attempt to resolve the grievance and shall respond to the Union in writing within five (5) working days.

Step 2. If the grievance is not resolved at Step 1, it may be submitted by the Union, to the City Administrator within seven (7) working days after the Department Heads response is due. The City Administrator shall respond to the Union in writing within seven (7) working days.

Step 3. If the grievance is not resolved at Step 2, it may be submitted in writing, by the Union, to the appropriate City Council Grievance Committee within seven (7) working days after the response of the City Administrator is due. Such committee shall respond to the Union in writing within twenty (20) working days.

Step 4. If grievance is not resolved at Step 3, it may be submitted in writing, by the Union, to the Mayor within seven (7) working days. The Mayor shall then respond in writing to the Union within seven (7) working days.

Step 5. If the grievance is not resolved at Step 4, either party hereto may, within fifteen (15) working days after the response of the Executive Administer (Mayor) is due, by writing notice to the other party hereto, refer the pending grievance to arbitration. The request for arbitration shall be referred to the American Arbitration Association (AAA) or its successor in function, for the selection of an arbitrator pursuant to the voluntary labor arbitrator rules of the AAA. The decision and award of the arbitrator shall be final and binding on the City, the Union and the employee or employees involved. Both parties shall share the arbitrator's fees and expenses equally.

Section 3.

The time limits specified in the preceding Section may be extended by agreement of both parties hereto.

Section 4.

In the event the parties reach an impasse over wages, hours, working conditions and/or failure to bargain in good faith of a successor agreement, the parties shall submit in writing to each other specific issue(s) in dispute. Either party then may request arbitration pursuant to the procedure in Section 2, Step 5, of this Article.

ARTICLE 28 NO STRIKE - NO LOCK OUT

Section 1.

During the term of this Agreement, the Union agrees that neither it nor any of its members or employees covered by this Agreement, shall participate in, induce or in any other way encourage strikes, and the City agrees that it will not lock-out any employee covered by this Agreement.

ARTICLE 29 DURATION

This agreement shall be effective as of the date of signing and shall be retroactive in force to January 1, 2025 and shall remain in full force and effect until December 31, 2027. The contract as a whole shall automatically be renewed from year to year after December 31, 2027, unless either party hereto shall notify the other in writing prior to September 15, 2027, that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than October 15, 2027; this agreement shall remain in full force and effect during the period of negotiations until Notice of Termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party hereto desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date, which date shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS HEREOF, the parties hereto have affixed their signature.

For The City

For The Union

**APPENDIX 1
BASE WAGE SCALE**

AFSCME Labor Scale

January 1, 2025 – New Table										
------------------------------------	--	--	--	--	--	--	--	--	--	--

	1	2	3	4	5	6	6A	7	7A	8
Start	\$30.85	\$31.55	\$32.25	\$32.95	\$33.65	\$34.35	\$34.70	\$35.05	\$35.40	\$35.75
1 Year	\$31.20	\$31.90	\$32.60	\$33.30	\$34.00	\$34.70	\$35.05	\$35.40	\$35.75	\$36.10
2 Years	\$31.55	\$32.25	\$32.95	\$33.65	\$34.35	\$35.05	\$35.40	\$35.75	\$36.10	\$36.45
3 Years	\$31.90	\$32.60	\$33.30	\$34.00	\$34.70	\$35.40	\$35.75	\$36.10	\$36.45	\$36.80
4 Years	\$32.25	\$32.95	\$33.65	\$34.35	\$35.05	\$35.75	\$36.10	\$36.45	\$36.80	\$37.15
5 Years	\$32.60	\$33.30	\$34.00	\$34.70	\$35.40	\$36.10	\$36.45	\$36.80	\$37.15	\$37.50

\$0.35 Spread Between Years

\$0.70 Spread Between Grades 1-6

\$.35 Spread Between Grades 6A-8

January 1, 2026 - 3%										
-----------------------------	--	--	--	--	--	--	--	--	--	--

	1	2	3	4	5	6	6A	7	7A	8
Start	\$31.78	\$32.50	\$33.22	\$33.94	\$34.66	\$35.38	\$35.74	\$36.10	\$36.46	\$36.82
1 Year	\$32.14	\$32.86	\$33.58	\$34.30	\$35.02	\$35.74	\$36.10	\$36.46	\$36.82	\$37.18
2 Years	\$32.50	\$33.22	\$33.94	\$34.66	\$35.38	\$36.10	\$36.46	\$36.82	\$37.18	\$37.54
3 Years	\$32.86	\$33.58	\$34.30	\$35.02	\$35.74	\$36.46	\$36.82	\$37.18	\$37.54	\$37.90
4 Years	\$33.22	\$33.94	\$34.66	\$35.38	\$36.10	\$36.82	\$37.18	\$37.54	\$37.90	\$38.26
5 Years	\$33.58	\$34.30	\$35.02	\$35.74	\$36.46	\$37.18	\$37.54	\$37.90	\$38.26	\$38.63

\$0.36 Spread Between Years

\$0.72 Spread Between Grades 1-6

\$.36 Spread Between Grades 6A-8

January 1, 2027 - 3%										
-----------------------------	--	--	--	--	--	--	--	--	--	--

	1	2	3	4	5	6	6A	7	7A	8
Start	\$32.73	\$33.47	\$34.21	\$34.96	\$35.70	\$36.44	\$36.81	\$37.18	\$37.56	\$37.93
1 Year	\$33.10	\$33.84	\$34.59	\$35.33	\$36.07	\$36.81	\$37.18	\$37.56	\$37.93	\$38.30
2 Years	\$33.47	\$34.21	\$34.96	\$35.70	\$36.44	\$37.18	\$37.56	\$37.93	\$38.30	\$38.67
3 Years	\$33.84	\$34.59	\$35.33	\$36.07	\$36.81	\$37.56	\$37.93	\$38.30	\$38.67	\$39.04
4 Years	\$34.21	\$34.96	\$35.70	\$36.44	\$37.18	\$37.93	\$38.30	\$38.67	\$39.04	\$39.41
5 Years	\$34.59	\$35.33	\$36.07	\$36.81	\$37.56	\$38.30	\$38.67	\$39.04	\$39.41	\$39.78

\$0.37 Spread Between Years

\$0.74 Spread Between Grades 1-6

\$.37 Spread Between Grades 6A-8

APPENDIX A-1
BASE WAGE SCHEDULE

AFSCME Office & Clerical Scale

January 1, 2025 – New Table					
------------------------------------	--	--	--	--	--

	1	2	3	4	5
Start	\$29.85	\$30.55	\$31.25	\$31.95	\$32.65
1 Year	\$30.20	\$30.90	\$31.60	\$32.30	\$33.00
2 Years	\$30.55	\$31.25	\$31.95	\$32.65	\$33.35
3 Years	\$30.90	\$31.60	\$32.30	\$33.00	\$33.70
4 Years	\$31.25	\$31.95	\$32.65	\$33.35	\$34.05
5 Years	\$31.60	\$32.30	\$33.00	\$33.70	\$34.40

\$0.35 Spread Between Years

\$0.70 Spread Between Grades 1-6

\$.35 Spread Between Grades 6A-8

January 1, 2026 - 3%

	1	2	3	4	5
Start	\$30.75	\$31.47	\$32.19	\$32.91	\$33.63
1 Year	\$31.11	\$31.83	\$32.55	\$33.27	\$33.99
2 Years	\$31.47	\$32.19	\$32.91	\$33.63	\$34.35
3 Years	\$31.83	\$32.55	\$33.27	\$33.99	\$34.71
4 Years	\$32.19	\$32.91	\$33.63	\$34.35	\$35.07
5 Years	\$32.55	\$33.27	\$33.99	\$34.71	\$35.43

\$0.36 Spread Between Years

\$0.72 Spread Between Grades 1-6

\$.36 Spread Between Grades 6A-8

January 1, 2027 - 3%

	1	2	3	4	5
Start	\$31.67	\$32.41	\$33.15	\$33.90	\$34.64
1 Year	\$32.04	\$32.78	\$33.52	\$34.27	\$35.01
2 Years	\$32.41	\$33.15	\$33.90	\$34.64	\$35.38
3 Years	\$32.78	\$33.52	\$34.27	\$35.01	\$35.75
4 Years	\$33.15	\$33.90	\$34.64	\$35.38	\$36.12
5 Years	\$33.52	\$34.27	\$35.01	\$35.75	\$36.49

\$0.37 Spread Between Years

\$0.74 Spread Between Grades 1-6

\$.37 Spread Between Grades 6A-8

**APPENDIX B
LOCAL 1234
CLASSIFICATION AND LABOR GRADES**

GRADE	CLASSIFICATIONS	DEPARTMENT
1	Wastewater Technician	Wastewater Plant
1	Operator	Wastewater Plant
1	Operator	Water Plant
1	Maintenance Technician II	Water Plant
1	Maintenance Mechanic	Wastewater Plant
1	Parks Laborer	Maintenance Services
1	Streets Laborer	Maintenance Services
1	Wastewater Collection Laborer	Maintenance Services
1	Storm Water Collection Laborer	Maintenance Services
1	Water Distribution Laborer	Maintenance Services
2	Community Service Officer	Police Department
3	Automotive Mechanic	Maintenance Services
3	Heavy Equipment Operator	Maintenance Service
4	Utility Worker	Wastewater Plant
5	Lab Technician	Wastewater Plant
6	Automotive Mechanic Crew Leader	Maintenance Services
6	Park Maintenance Crew Leader	Maintenance Services
6	Street Maintenance Crew Leader	Maintenance Services
6	Wastewater Collection Crew Leader	Maintenance Services
6	Storm Water Collection Crew Leader	Maintenance Services
6	Water Distribution Crew Leader	Maintenance Services
6	Lead Maintenance Mechanic	Water Plant
6	Lead Maintenance Mechanic	Wastewater Plant
6	Lead Operator	Water Plant
6	Lead Operator	Wastewater Plant
6	Electrician	Water Plant
7	Electrician	Wastewater Plant

**APPENDIX B
LOCAL 1234
OFFICE AND ENGINEERING
CLASSIFICATIONS AND LABOR GRADES**

GRADE	CLASSIFICATIONS	DEPARTMENT
1	Crime Analyst	Police Department
3	Record's Clerk	Police Department
3	Secretary	Finance
3	Billing Clerk	Finance
3	Administrative Assistant	Engineering
3	Administrative Assistant	Maintenance Services
3	Administrative Assistant	Water Plant
3	Administrative Assistant	Wastewater Plant
4	Financial Analyst	Finance
5	Accountant	Finance

PAY CHANGE FOR CHANGING LABOR GRADES

1. HIGHER LABOR GRADE

When an employee is reclassified to a higher labor grade, he/she will be paid at the wage step that corresponds to their years of service within the new grade.

2. LOWER LABOR GRADE

When an employee is reclassified to a lower labor grade due to a voluntary job bid, he/she will be paid at the same wage rate they are currently at if it exists in the lower labor grade. If the same wage rate does not exist, then the employee will be paid at the lesser wage rate closest to their current wage rate.

CLASSIFICATION TRANSFER

When an employee transfers from a Local 1234 classification position to an office and engineering classification position, or vice versa, the employee shall begin in the beginning or start step of the grade assigned to that position, unless the employee had been previously classified as holding that particular position, in which case the employee would receive credit for the time worked when so classified. This is in accordance with resolution 82-10 which was effective May 1, 1982.

CLASSIFICATION ANNIVERSARY DATE

In accordance with resolution 82-11, effective May 1, 1982, when an employee changes to a new labor grade, the employee's anniversary date will be changed to coincide with the date of the change of labor grade, regardless of which step the employee is then assigned.

APPENDIX C DRUG AND ALCOHOL TESTING

Section 1. General Policy Regarding Drugs and Alcohol

The use of illegal drugs and the abuse of legal drugs and alcohol by employees working in AFSCME Local 1234 classifications present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the effects of drug and alcohol abuse.

In the interest of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the City and Union agree to establish a program that will allow the City to take necessary steps, including drug and/or alcohol testing, to implement a general policy regarding drugs and alcohol.

Section 2. Definitions

- A. Drugs shall mean any controlled substance listed in 720 ILCS, 570/100 (Illinois Compiled Statutes), known as the Controlled Substance Act, for which the person tested does not submit a valid pre-dated prescription. In addition, it includes designer drugs, which may not be listed in the Controlled Substances Act but have adverse effects on perception, judgment, memory or coordination. Among the drugs covered by this policy are the following:

Opium	Methaqualone	Psilocybin-psilocin
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	Opioids

- B. The term "drug abuse" includes the use of any controlled substance, which has not been legally prescribed and/or dispensed, or the abuse of legally prescribed drugs, which results in impairment while on duty.
- C. Impairment due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of drugs or alcohol in his/her body. When an employee tests at a positive level for drugs or alcohol, impairment is presumed.

Section 3. Prohibitions Employees shall be prohibited from:

1. Consuming or possessing alcohol or illegal drugs at any time during the work day or any of the City's premises or job sites, including all City buildings, properties, vehicles and the employee's personal vehicle while engaged in the City Business.
2. Using, selling, purchasing or delivering any illegal drug during the workday or when off duty.

3. Being under the influence of alcohol or illegal drugs during the course of the workday.
4. Failing to report to their supervisor any known adverse side effect of medication or prescription drugs, which they are taking.

Violations of these prohibitions will result in discipline action up to and including discharge.

Section 4. The Administration of Tests

A. Informing Employees Regarding Drug Testing

All current employees will be given a copy of the Drug & Alcohol testing policy upon execution of the agreement between the parties. All newly hired employees will be provided with a copy at the start of their employment.

B. Pre-Employment Screening

Nothing in this Appendix shall limit or prohibit the City from requiring applicants for bargaining unit positions to submit to blood and/or urine specimens to be screened for the presence of drug and/or alcohol prior to employment.

C. When a Test May Be Compelled

There shall be no random, across-the-board, or routine drug testing of employees, except as provided by Section 9 or as is otherwise expressly agreed to in writing by the parties. Where there is reasonable suspicion to believe that an employee is impaired due to being under the influence of drugs or alcohol while on duty, that employee may be required to report for drug/alcohol testing. When any supervisory exempt personnel has reasonable suspicion to believe that an employee is impaired due to being under the influence, they shall have at least one other non-bargaining unit supervisory personnel confirm that suspicion prior to any order to submit to drug/alcohol testing. At the time the employee is ordered to submit to testing the City shall notify the Union Representative on duty and if none is on duty, the City shall make a reasonable effort to contact an off duty Union Representative. The employee may also confer with an attorney; however, the testing shall not be delayed longer than one hour. Refusal of an employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for disciplinary action up to and including discharge.

It is understood that drug or alcohol tests may be required under the following conditions:

1. When an employee has been arrested or indicted for conduct involving illegal drug related activity on or off duty.
2. When an employee is involved in an on-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse.
3. When an employee is involved in an on-duty accident where there is reasonable suspicion of illegal drug use or alcohol abuse.
4. Where an employee has experienced excessive absenteeism, or tardiness under circumstances giving rise to a suspicion of off-duty drug or alcohol abuse.

The above examples do not provide an exclusive list of circumstances, which may give rise to testing. Other

circumstances may give rise to testing provided they conform to the reasonable suspicion standard.

D. Reasonable Suspicion Standard

Reasonable suspicion exists if the facts and circumstances warrant a rational inference that a person is impaired by alcohol or controlled substances. Reasonable suspicion will be based upon the following:

1. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment by alcohol or controlled substances;
2. Information provided by an identifiable third party, which is independently corroborated.

E. Order to Submit To Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the City shall provide the employee with the reasons for the order. A written notice setting forth all of the objective facts and reasonable inferences drawn from the facts which formed the basis of the order to test will be provided in a reasonable time period following the order. The employee shall be permitted to consult with a representative of the Union at the time the order is given, provided that such a representative is available. The employee may also confer with an attorney. Under no circumstances shall the test be delayed for more than one hour while waiting for or discussing the issue with union or legal representatives. A 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/she may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

Section 5. Conduct of Tests

The City may use Breathalyzer tests for alcohol testing. In conducting the testing authorized by this Agreement (other than by use of a Breathalyzer, with respect to which only item H, below, shall apply), the City shall:

- A. Use only clinical certified laboratory or hospital facility that is licensed pursuant to the Illinois clinical Laboratory Act that has been or is capable of being accredited by the National Institute of Drug Abuse (NIDA).
- B. Insure that the laboratory or facility selected conforms to all NIDA standards, including blind testing.
- C. Use tamper proof containers have a chain-of -custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months.

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

- D. Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration.
- E. Confirm any sample that tests positive in the initial screening of 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,
- F. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, with standards in accordance with Section 5 a and b, at the employee's own expense provided the employee notifies the City Administrator within seventy-two (72) hours of receiving the results of the tests of the employee's desire to utilize another laboratory or hospital facility.
- G. 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 (or such lesser concentrations may hereafter be established by Illinois State Statutes, such as CDL driving while intoxicated) based upon the grams of alcohol per 100 milliliters of blood be considered positive. The foregoing standard shall not preclude the City from attempting to show that test results between .05 and .08 demonstrate that the employee was under the influence, but the City shall bear the burden of proof in such cases.
- H. Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results.
- I. Insure that no employee is subject to any adverse employment action except temporary reassignments with pay or relief from duty with pay during the pending of any testing procedure. Any such reassignment or relief from a duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel file.
- J. Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial and confirmatory 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 City inconsistent with the understanding expressed herein, the City shall not use such information in any manner or forum adverse to the employee's interest.
- K. Engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by any employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive reading.

Section 6. Cutoff Levels

The following initial test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

INITIAL TEST LEVEL

Marijuana Metabolites	Current Federal DOT Levels
Cocaine Metabolites	Current Federal DOT Levels
Opiate/Opioid Metabolites	Current Federal DOT Levels
Phencyclidine	Current Federal DOT Levels
Amphetamines	Current Federal DOT Levels

All specimens identified as positive in the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below:

**CONFIRMATORY
INITIAL TEST LEVEL**

Marijuana metabolites*	Current Federal DOT Levels
Cocaine metabolites**	Current Federal DOT Levels
Opiates/Opioids	Current Federal DOT Levels
Phencyclidine	Current Federal DOT Levels
Amphetamine:	
Amphetamine	Current Federal DOT Levels
Methamphetamine	Current Federal DOT Levels

* Delta-9-tetrahydrocannabinol-9-carboxylic acid

** B enzoylcgonine

The above cutoff levels have been established based on Department of Health and Human Services recommendations. It is understood that changes in technology and/or the need to detect the presence of other prescription or illegal drugs may necessitate the adoption of new or changed cutoff levels. Should such changes or need arise; the parties agree to meet promptly to negotiate with respect to the levels to be adopted. If no agreement is reached within sixty (60) days, the City may for good cause (e.g., NIDA or Health and Human Services recommendation) implement new or changed cutoff levels on an interim basis while negotiations are proceeding, subject to challenge by the Union through the grievance procedure.

Section 7. Right to Contest

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement.

Section 8. Voluntary Requests for Assistance

The City shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling, or other support for an alcohol or drug related problem unless the request follows the order to submit to testing or unless the employee is found to be using illegal drugs or under the influence of drugs or alcohol. If the employee is then unfit for duty in his/ her current assignment, the City may authorize sick leave or another assignment if it is available in which the employee is qualified and/or is able to perform.

The City shall make available through the Employee Assistance Program (EAP) a means by which the employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment and evaluation, employees shall be allowed to use accumulative sick and/or paid leave and/or be placed on unpaid leave pending treatment. Such leave cannot exceed one (1) calendar year.

Section 9. Discipline

All discipline in situations involving a positive drug/alcohol test shall be administered as specified below:

- A. Alcohol Positive Test (.08 and Above)
 - 1st Offense 3 day suspension
 - 2nd Offense 10 day suspension and EAP evaluation
 - 3rd Offense Discharge

- B. Controlled Substance Positive Test
 - 1st Offense 10 day suspension and EAP evaluation
 - 2nd Offense Evaluation Discharge

The levels of discipline listed above for both alcohol and drugs may be increased up to and including discharge at any level of discipline if the employee fails to adhere to the following terms:

- 1. The employee must fully participate in the E.A.P. and other medical treatment.

- 2. The employee must agree to submit to random testing during working hours during the period of after-care treatment.

- C. No Arbitration
Employees who test positive on the third confirmatory test for alcohol and the second confirmatory test for drugs shall be subject to discharge without possibility of mitigation or commutation. The City Administrator is hereby empowered by contract to impose such discharge, and an arbitrator shall have no jurisdiction to review, set aside, or modify such discharge.

- D. Other Discipline
This Section 9 shall in no way limit discipline for other offenses arising out of, related to or aggravated by alcohol or drug abuse, including but not limited to discipline or discharge because the employee's condition is such that he/she is unable to properly perform his/her duties due to the effects of drugs or alcohol, nor shall it limit the discipline to be imposed for selling, purchasing or delivering any illegal drug during the work day or while off duty or for using an illegal drug while on duty. In cases of misconduct arising out of, related to, or aggravated by alcohol or drug abuse, the discipline imposed shall be based upon the extent, severity, and/or consequences of the misconduct (including whether such misconduct is a violation of public law) or inability to perform (including the risk of damage to public, employee's well-being, or city property).

Section 10. Confidentiality of Test Results

The results of drug and alcohol tests will be disclosed to the person tested, the Department Head, the City Administrator, the designated representatives of the Union, and such other officials as may be mutually agreed to by the parties. Such designations will be made on a need-to-know basis. Test results will not be disclosed externally except where the person tested consents. Any employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

Section 11. Insurance Coverage

The City shall pay 100% of the EAP, but if further treatment is necessary, coverage or lack of coverage will be determined by the employee's individual health plan.

Section 12. Indemnification

The Employer agrees to hold the Union harmless and to bear any expenses incurred, by the Union in defending litigation arising out of the Employer's negligence or wrongful activity in carrying out the Drug and Alcohol Testing Program.

Section 13. CDL Testing

The parties agree that, in order to protect the safety of employees and the public, the workplace should be free from the risks posed by employee's impaired by the abuse of alcohol and controlled substances. While the parties recognize that abuse of alcohol and controlled substances is a treatable illness, employees found to be impaired while on duty may be subject to discipline up to and including discharge.

It is the policy of the city of East Moline to maintain full compliance with all rules and regulations promulgated under the Omnibus Transportation Employee Testing Act of 1991 issued by the Department of Transportation (DOT) Office of the Secretary and the Federal Highway Administration (FHWA).

All applicants for employment and all employees of the City of East Moline who perform safety sensitive functions or who transfer into a safety sensitive position as defined by the Act including, but not limited to, operators of trucks over 26,000 GVWR who are required to hold a Commercial Driver's License (CDL), as a position requirement.

Section 1. When a Test May be Compelled

A. Pre-Employment Testing

All new applicants who apply for a safety sensitive position will be subject to pre-employment alcohol and controlled substance testing.

Applicants testing positive for a controlled substance or testing a breath alcohol concentration greater than 0.04 will be deemed unqualified for the position.

B. Post Accident Testing

Post accident tests will be required of all employees whose performance could have contributed to the accident after any accident involving a loss of life, or any accident where the driver of the vehicle was a city employee and was issued a moving traffic violation. Additionally, testing will

be required of anyone sustained an injury that required medical treatment away from the scene or any vehicle must be towed away as a result of the employee's action which caused or contributed to the accident. As soon as practicable, following such an accident, a covered employee will be required to submit to a drug and alcohol testing. An employee is prohibited from drinking alcohol for 8 hours following an accident or until undergoing a post accident alcohol test. Any employee who necessarily leaves the scene of an accident before the required tests are administered or fails to remain readily available for testing will be deemed as having refused to submit to the testing and will be subject to disciplinary action in accordance with Section 11 of this Agreement.

C. Random Testing

During each twelve (12) month period, not less than 25% of the average number of employees in this testing pool will be tested at various times for unannounced alcohol testing. Such testing for alcohol may occur at any time immediately before, immediately after, or during the time the employee is performing the safety sensitive function.

During each twelve (12) month period, no less than 50% of the average number of employees in this testing pool will be tested at various times for unannounced drug testing. Such testing for drugs may occur at any time an employee is on duty.

Upon notification by the supervisor of a required test, the employee will proceed immediately to the testing site. Refusal to test will lead to disciplinary action in accordance with Section 11 of this Agreement. All random testing will occur during the employees regularly scheduled hours of work.

D. Reasonable Suspicion Testing

If there is reasonable suspicion to believe that an employee is under the influence of drugs or alcohol while on duty, such employee will be instructed to submit to a drug and alcohol test. Reasonable suspicion will be based on specific observations made by a supervisor or City Official trained in detection of the symptoms of drug and alcohol misuse. Observations will identify the appearance, behavior, speech or body odor of the employee that indicates a reasonable suspicion. The employee will be informed of his right to consult with a Union Representative. Such consultation shall not unduly delay testing.

E. Return to Duty Testing

Any employee whose previous alcohol test indicated concentration greater than 0.04 must undergo an alcohol test resulting in an alcohol concentration of less than 0.02 before returning to safety sensitive function. Similarly, an employee who tested positive for a controlled substance must submit to a testing that results in a negative finding for drug prior to returning to work.

F. Follow-Up Testing

Any employee who had been identified by a Substance Abuse Professional (SAP) as needing assistance in resolving a drug or alcohol problem will be required to submit to a minimum of six (6) follow-up tests during their first twelve (12) months for alcohol, and for a period of twenty-four (24) months for drugs, following their return to work.

In all cases, a refusal to submit to an alcohol or controlled substance test will lead to disciplinary action in accordance with Section 11 of this Agreement.

Section 2. Testing Procedures

A. Controlled Substance Testing

The employee being ordered to submit to a drug test shall be allowed to give the sample in private.

Only certified laboratories that meet Department of Health and Human Services standards shall be used to conduct the test. The labs must use tamper proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of seventy-two (72) hours after notifying the employee of a positive test. The labs must be willing to demonstrate their sample handling procedures to the Union at any time. The labs shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The lab shall make such results available to the Union upon request. The initial test shall use an immunoassay test. Specimens that test positive shall be tested for confirmation by chemical analysis of urine sample by gas chromatography/mass spectrometry (GC/MS) or by a more accurate test that may be developed and approved by the DOT. At the time a urine specimen is given, the employee may request a copy of the specimen collection procedures. The required procedure is as follows:

The urine specimen shall be taken promptly with as little delay as possible. Immediately after the specimen is drawn, the individual containers shall, in the presence of the employee be labeled and then initialed by the employee. The employee has an obligation to identify each specimen and initial it. The specimens shall be in the transportation container after being drawn. Then the container shall be sealed in the employee's presence and the employee will be instructed to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the soonest normal business day by courier or the fastest other method available. A "split sample" shall be collected and the employee shall be offered the opportunity to have the split sample tested at a DHHS Certified laboratory of his/her own choosing, at the employee's expense. An employee who successfully challenges a positive result shall be reimbursed for the costs associated with challenging the test.

B. Alcohol Testing

Tests must be conducted with an evidential breath test devices in accordance with DOT regulations. A Breath Alcohol Technician (BAT) who is not the employee's supervisor shall administer the test. If the initial result is under 0.02, no future testing or action shall be taken. If the result 0.02 or higher, a confirmation test shall be conducted at least fifteen (15) minutes, but not more than twenty (20) minutes, after the screening test. Before the confirmation test, any test run shall be run (air blank) to make sure the EBT is working properly.

Consequences of a Positive Test Result

EBT test result between (0.02) and 0.03999 will result in the employee's immediate removal from their safety sensitive position for a period of eight (8) hours, and placed into another position. Disciplinary action in accordance with Section 11 will take place.

EBT test result of 0.04 or greater for alcohol concentration and/or a positive drug test.

An employee who tests positive for drugs or who has an EBT test result indicating an alcohol concentration of 0.04 or greater will be provided an opportunity for treatment through a referral to a substance abuse professional (SAP) as provided in Section 1-F of this Agreement. In all cases, an employee must submit to a return-to-duty drug and/or alcohol test. Disciplinary action in accordance with Section 11 will take place.

Section 3. Definition of a Positive Result (Controlled Substance)

Laboratory Analysis Procedure

The initial test is performed by an immunoassay test. The cutoff levels for screening tests are listed below and are expressed in nanograms per milliliter (ng/ml), or billionth of a gram per thousandths of a liter:

Marijuana Metabolites	Current Federal DOT Levels
Cocaine Metabolites	Current Federal DOT Levels
Opiate/Opioid Metabolites	Current Federal DOT Levels
Phencyclidine	Current Federal DOT Levels
Amphetamines	Current Federal DOT Levels

A confirmation test is performed on all initial positive tests.

The cutoff levels for confirmation tests are:

Marijuana Metabolites	Current Federal DOT Levels
Cocaine Metabolites	Current Federal DOT Levels
Opiates/Opioids	Current Federal DOT Levels
Phencyclidine	Current Federal DOT Levels
Amphetamines	
Amphetamine Levels	Current Federal DOT
Methamphetamine	Current Federal DOT Levels

A test will only be deemed positive if it meets or exceeds the cutoff levels for the confirmation test and only after a qualified Medical Review Officer (MRO) has provided an opportunity to discuss the results with the employee to determine if there is a legitimate medical explanation. A confirmation test will only be given when the initial test cutoff levels are exceeded. The Employer may use the positive test as evidence of impairment. It shall not preclude the introduction of other evidence on the issue of impairment, however, absent such other evidence, a positive drug test may be deemed conclusive.

Section 4. Compensation During Testing

The employee shall be compensated at the appropriate rate of pay for all time lost from work as a direct result of the order to take the test, if the test results are negative for drugs and less than 0.04 for alcohol. Employees will not be compensated for time off while waiting for a retest that was necessary due to a prior positive test of 0.04 for alcohol or for a positive drug levels as per Section 3 of this agreement.

Section 5. Test Results

Management shall notify the employee of the result of the test in a timely manner after the employee has submitted to the test. Management shall make available to the employee a copy of the written report from the laboratory in a timely manner (generally within twenty-four (24) hours after the report is received by Management). Reports of a positive test shall at a minimum, state (1) the type of tests conducted, (2) the results of the test, (3) the sensitivity (cut-off point) of the methodology employed, and (4) any available information concerning the margin of accuracy and precision of the quantitative data reported for the test(s). All reports shall be reviewed by a Medical Review Officer (MRO) prior to release and only confirmed results shall be reported to the Employer. However, in the case of a negative test, the report shall specify *only* that test was negative for the particular substance.

Section 6. Retesting

If the test results are positive, the employee shall have the right, within seventy-two (72) hours after notification, to request the preserved samples to be sent for testing to a DHHS Certified laboratory chosen by the employee, and the cost shall be borne by the employee. If the retest results are negative, the cost of such retest shall be paid by the Employer, and the employee's record cleared.

Section 7. Treatment

- A. An Employee Assistance Plan (EAP) shall be available at no charge to employees. The Plan shall include an EAP counselor who is trained in the problems of chemical dependency and abuse.
- B. If the nature of the EAP or treatment program (e.g. out-patient treatment) allows the employee to continue to work during the treatment, the Employer shall maintain the individual's previous employment status, however, a temporary assignment may be made. If an employee participates in an in-patient program, which precludes continued employment; the employee may be eligible for leaves of absences as stated in Article 10 or 18.
- C. The employee shall be exempt from employment action under this section as a result of voluntarily seeking treatment through the Employee Assistance Program (EAP), provided the following conditions are met:
 1. The employee shall notify in writing the Employer of his/her self-referral into the EAP. Such notification shall include:
 - a. Date of Notice;
 - b. Name of Health Care Provider (HCP);
 - c. Method of contacting HCP (preferably including phone number)
 - d. Release of information authorization to the HCP to detail any job limitation;
 - e. Release of information authorize to the HCP to show assurance to the Employer that the employee is continuing participation in the treatment program(s).

2. The written notification to Employer shall be prior to:
 - a. Selection of the employee for random testing, if such test returns a positive result; and
 - b. Any accident for which a test would be required, and
 - c. Any incident or circumstance, which leads directly to 'reasonable suspicion' testing.
3. The employee has not previously used this exemption.

This exemption from employment action shall cease at the earlier of:

- a) Forty (40) days after the date of the notice to the Employer; or
- b) Failure of the employment to follow through with the course of treatment or actions recommended by the HCP(s).

Section 8. Savings Clause

The parties agree that this policy and Employee Assistance Program shall not diminish the rights of individual employees under state and federal laws relating to drug testing, nor to a employee's right to utilize the grievance and arbitration procedures of the Collective Bargaining Agreement.

Section 9. Confidentiality

The Union and the Employer agree to keep the names of employees undergoing this procedure confidential unless the Union or employees takes action either by grievance or legal action against the City concerning a provision of this Agreement. The Employer agrees not to notify law enforcement authorities as a result of a positive test, unless required by law to do so.

Section 10. Implementation

The Provisions of this Article requiring testing shall go into effect on the effective date of the DOT regulations, which is currently January 1, 1996.

Section 11. Discipline for Infractions

Alcohol Positive Test (0.02-0.03999)

- | | |
|-------------------------|---|
| 1 st offense | Removed from safety sensitive job for eight (8) hours. |
| 2 nd offense | Removed from safety sensitive job for eight (8) hours, plus verbal reprimand. |
| 3 rd offense | Removed from safety sensitive job for eight (8) hours, written reprimand, plus E.A.P. |

Alcohol Positive Test (0.04 and above)

- | | |
|-------------------------|---------------------------------------|
| 1 st offense | 1 day suspension (8 work hours) |
| 2 nd offense | 10 day suspension plus EAP evaluation |
| 3 rd offense | Discharge |

Controlled Substances Positive Test

- | | |
|-------------------------|---------------------------------------|
| 1 st offense | 20 day suspension plus EAP evaluation |
| 2 nd offense | Discharge |

APPENDIX D
SEASONAL EMPLOYEES

The City of East Moline and AFSCME Local 1234 agree to the following terms regarding the use of Seasonal Employees in the Maintenance Services Department:

1. Employer may hire seasonal employees from May 1 through October 31.
2. Each year the City may hire seasonal employees for the Maintenance Services Department by following the parameters listed below unless otherwise mutually agreed upon:

Full Time Labor Scale Maintenances Employees	Seasonal Employees
26	14
25	11
24	8
23	5
22	3
21 or less	0

3. AFSCME agrees not to represent or organize Maintenance Services seasonal employees
4. The attached job descriptions will be used for Maintenance Services seasonal employees.
5. The City and Union agree that the City may have up to 3 Northeast Park Ball Diamond seasonal maintenance employees (not including the facility director or concession stand staff) during the baseball/softball season. Work is limited to this location only and shall not infringe on work historically performed by the Union.

**APPENDIX E
HEALTH CARE PLANNING COMMITTEE**

**AGREEMENT FOR JOINT LABOR/MANAGEMENT HEALTH CARE PLANNING
COMMITTEE
CITY OF EAST MOLINE**

WHEREAS, the City of East Moline offers a program of group health care coverage to its employees and retirees and their dependents through a partially self-funded arrangement; and

WHEREAS, the parties to this Agreement, as set forth below in Paragraph 1, after having met, discussed and evaluated the operation and structure of the previous Health Care Planning Committee, herein "the Committee", have mutually agreed to changes in the structure and operation of the Committee; and

WHEREAS, a consensus has been reached among the City Council of the City of East Moline, the exclusive representatives of the City employees pursuant to the Illinois Public Labor Relations Act, City Employees not so represented by an exclusive representative, and the retired City employees who participate in the City of East Moline Employee Health Benefit Plan, and the Administration of the City, that a revised Joint Labor/Management Health Care Planning Committee (hereinafter "Committee") appears to be the most effective option for dealing with the problem of maintaining quality health care, for the City employees and retirees, while controlling costs.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

2. The parties to this Agreement are as follows:
City of East Moline
American Federation of State, County, and Municipal Employees Local 1234 (AFSCME)
Fraternal Order of Police Lodge 96 (FOP)
International Association of Fire Fighters Local 929 (IAFF)
3. Each of the parties hereby agrees to the Health Benefit Plan attached hereto and incorporated herein as set forth in Attachment 1.
4. The plan as described in Attachment 1 shall continue in force as the City of East Moline Health Benefit Plan for the term of this agreement unless modified as provided in Paragraph 4. It is understood and agreed that if any provision of the Plan is or shall be prohibited or limited by law or any modification be required by law, the necessary revisions to the Plan shall be made as required by law.
5. The provisions of the Plan as described in Attachment 1 may be modified only upon 75% or 3/4 vote of the total number of members of the Committee, and approved, if necessary (i.e. budget and contract approval), by the City Council of the City of East Moline. As an example, nine members of a 12 member committee would be required to vote for a change in order to modify the provisions of the Plan, subject to City Council approval if necessary. Each party shall have the right to discuss all proposed changes with its membership and seek their input prior to any final vote.
6. Each of the parties has full authority of its governing board, its membership, or whatever group or subgroup within its structure who would have the ultimate authority to enter into this Agreement. Each of

the parties represents to each of the parties as an inducement to enter into this Agreement that it has such authority and that it intends to and does bind itself and each of its members to the terms of the Agreement. For the term of this agreement this Committee shall be the exclusive forum for dealing with non-work related health care issues, including but not limited to: the health plan design and benefit levels; deductibles, co-pays and out-of-pocket costs; premium levels; participant eligibility and general coverage; and, claims levels and appeals. During said period each of the parties waives any rights to bargain over the subject of health care or health insurance or to impose other terms or to strike or arbitrate concerning other terms for health care coverage or benefits except for the cost sharing of health insurance premiums. As provided in paragraph 4 above, however, each party reserves the right to discuss all changes with its membership.

Changes in the cost sharing of health insurance premiums between each labor group and the City of East Moline may be bargained individually by the parties as provided by law, or established by the City of East Moline for those non-represented employees or retirees.

The parties agree that should any dispute concerning the interpretation or application of this Agreement arise between any two or more of them which cannot be resolved after good faith efforts, it shall be submitted to binding arbitration pursuant to the terms of the Uniform Arbitration Act (7 10 ILCS 51 1 et seq.). It is understood that this provision for arbitration shall not apply to operation of the Plan itself or to any individual claims or disputes under the Plan.

To select an arbitrator, the parties in dispute, by joint letter, shall request that the Federal Mediation and Conciliation Service (FMCS) submit a panel list of seven (7) arbitrators, all with National Academy of Arbitrators (NAA) credentials. The representatives of the parties shall meet within ten (10) days of their receipt of this list from FMCS and engage in a mutual striking process to select an arbitrator. Each party shall have the right to reject one entire list, provided such rejection occurs within five (5) days of the receipt of the list. The parties shall alternatively strike a name from the list until there is one name remaining, with the order of striking to be determined by coin toss. The arbitrator shall be notified of his/her selection by joint letter, requesting that a hearing be scheduled in East Moline, Illinois, on mutually agreed dates, subject to the reasonable availability of the parties and their representatives.

The parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The parties have the right to request the arbitrator to require the presence of witnesses and/or reasonable documents. Employees of the City called to testify at the arbitration shall be released from duty for such purposes without loss of pay or benefits. The arbitrator shall have no authority to amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement. The arbitrator shall consider and decide the issue(s) presented and fashion an appropriate remedy. The arbitrator's decision shall be rendered and delivered in writing to the parties within thirty (30) days of the close of the hearings or the submission of post hearing briefs, whichever is later. Post hearing briefs shall be filed simultaneously by the parties on the date established by the arbitrator. Fees and expenses of the arbitrator, the cost of the hearing room, and the cost of a court reporter to provide a written transcript for the arbitrator shall be shared equally by the parties. If either party desires a verbatim record of the proceedings, it shall pay for the cost of its copy.

7. The parties to this Agreement, in consideration of their mutual undertakings and obligation, mutually agree for the term of this agreement, that this Agreement represents a collectively bargained agreement between and among all of the parties and that no provision concerning this plan shall be raised as an issue in any other collective bargaining agreement, contract or negotiations between those exclusive representatives and the City of East Moline. It is further understood and agreed that this Agreement does

not represent a collectively bargained agreement between the City of East Moline and its non-represented employees nor between the City of East Moline and the retired employees of the City, either individually or collectively, nor does it represent any undertaking to bargain with any exclusive representative concerning insurance, health care, or any other benefit or provision with the retirees who are or were members of any bargaining unit.

8. The Health Care Planning Committee shall be composed of twelve (12) regular and four (4) alternative members appointed by the parties as follows:

- a. The City Administrator shall appoint four regular members of the Committee and one alternate as representatives of management.
- b. The AFSCME, FOP, and IAFF unions shall each appoint two regular members of the Committee and one alternate as representatives of these bodies.
- c. The City's Insurance Clerk and Human Resources Manager shall serve as permanent members.

Additionally, one member of the City Council, appointed by the City Council, may serve on the committee as a non-voting member. While this member may participate in the committee discussions, this member's presence shall not count toward determining a meeting quorum.

Members of the Committee shall be appointed for a term to be determined by the committee unless sooner replaced by the appointing authority. Recognizing the need for stability in the Committee, each of the parties and participating groups agree insofar as it is practical to maintain the same representatives on the Committee for the term of this Agreement. If it becomes necessary to replace one of its previously designated representatives, such party or group will notify the co-chairs of the Committee in writing as soon as practical and not less than five (5) days prior to any regular Committee meeting.

9. The Committee shall determine its own internal structure, including arrangement for subcommittees and co-chairing of the Committee and subcommittees. Both Labor and Management shall be represented by co-chairs and within the membership of all subcommittees. Labor and Management Committee co-chairs shall be elected by majority vote of their regular Committee members.

The Committee shall establish its long-term and short-term goals, as well as reasonable benchmarks for measuring the progress toward achieving those goals. The Committee shall revise and update its current mission and established goals within six (6) months of 1 May 2008 (i.e. 1 November 2008) and present the revised mission and goals to the City Council for review and discussion. On an annual basis no later than 1 February of each calendar year, the Committee co-chairs will present to the City Council an analysis of the condition of the City's health plan including but not limited to cost, plan design, plan costs as compared to external market comparisons, the performance of the plan measured against the revised mission, goals, and benchmarks established by the Committee's members. Each committee meeting whether, regular, special, or subcommittee, shall follow an official agenda prepared and distributed at least forty eight (48) hours in advance of said meeting. Agenda items for consideration may be placed in writing by any member on the Committee; however only items placed upon the official agenda shall be discussed during any committee meeting. Other items not on the agenda may be only discussed, in a non-binding fashion, if approved by the majority of those members in attendance. Official agendas shall be prepared by the Committee co-chairs through input from the Committee members.

The Committee co-chairs will report the activities of the Committee to the East Moline City Council monthly in the appropriate meeting forum, whether it be closed or open session of the City Council, depending upon the nature of the report. The minutes of all regular and special Committee meetings shall be posted on the Committee's web site or employee bulletin boards.

10. The Committee shall meet monthly on a regular basis, preferably on an established regular meeting date. The Committee may meet more frequently if needs require. Additional meetings may be called as necessary at the direction of the co-chairs. Special meetings shall be called upon demand of any three of the regular members submitted in writing to the co-chairs. Meetings shall be called with a minimum of 10 working days' notice to the members. Working days shall be defined as days that the East Moline City Hall is open for business. In order for a quorum to be present at a regular meeting, at least 51% of the overall Committee membership shall be in attendance. If an emergency meeting is necessary in the opinion of the co-chairs, the 10-day notice requirement can be waived. However, in order for a quorum to be determined to be present at an emergency meeting, at least 1 member from each represented bargaining unit and city administration shall be in attendance.

11. Employees who are on duty shall be granted time off work to attend Committee and subcommittee meetings and be paid at the appropriate rate when attending said meetings. There shall be no compensation paid by the City for attendance at meetings when employees are not on duty.

12. The Committee staff shall be selected and appointed from available qualified city staff.

13. The parties agree that for the term of this agreement, the existing fund balance in the City Health Insurance Fund shall be utilized in an effort to control costs for all parties to the plan. The Health Care Planning Committee shall develop a program for utilizing the fund balances.

14. The parties agree that the importance of a strong program to improve health and promote wellness of plan participants cannot be underestimated in providing for a high quality of life for plan participants as well as controlling costs in the long-term for the plan. Accordingly, the Committee agrees that it will set aside funds each year in its planning for health plan expenses to provide for a pro-active Wellness program.

15. In the event that, after reasonable effort, the Health Care Planning Committee is unable to reach agreement or the health care plan is not approved by the City Council and the parties, the Health Care Planning Committee may be dissolved upon three or more parties to the agreement providing written notice of intent to withdraw from participation to the Committee Co-Chairs. Should fewer than three parties to the agreement request to dissolve the Committee, the committee shall continue with full participation from all parties to the agreement. In the event that such dissolution occurs, any party to this agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is determined, the plan shall remain unchanged as of the date of dissolution.

16. It is understood and agreed that the City of East Moline, being a municipal corporation, this Agreement and all actions, procedures, and processes under this Agreement are subject to all of the statutes and ordinances governing the conduct of municipalities, including but not limited to, requirements for bidding and contracting for the provisions of goods and services and compliance with all legal provisions for equal employment opportunity and affirmative action applicable to the City of any other party.

17. This Agreement shall remain in full force and effect for a period of four (4) years from the date hereof. This agreement shall remain in effect from year to year after the expiration date unless one or more of the parties serves notice on the others of their wish to modify or terminate this agreement.

In the event that such notice is served, all parties to this Agreement agree to meet within thirty days to begin good faith negotiations for a successor agreement. If no agreement can be reached within ninety (90) days after the parties begin good faith negotiations, the parties agree to request the services of a mediator through the Federal Mediation and Conciliation Service (FMCS) in an attempt to reach resolution in the dispute. If no agreement can be reached with the assistance of a FMCS mediator, the parties may then pursue the matter through interest arbitration. Until such resolution procedure is complete and final, this Agreement shall remain in full force and effect, and the Committee shall continue with the full participation from all parties to the agreement.

In the event the Committee is ever dissolved, any party to this Agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is determined and until any impasse resolution procedure is complete, the plan shall remain unchanged as of the date of dissolution.

**APPENDIX F
(VACATED)**

SIDE LETTER OF AGREEMENT

**MAINTENANCE SERVICES DEPARTMENT
JOB ASSIGNMENT SENIORITY**

~~In order to clarify Article 17, Seniority, Section 6, of the agreement between the City and AFSCME Local 1234 which reads: "Seniority in general, shall govern... job assignments... where the employee's capability and job performance merit the position", the following agreement shall apply.~~

- ~~1. This agreement is in effect for the Maintenance Services Department only.~~
- ~~2. Departmental seniority will be used for daily displacement of employee(s) from their division.~~
- ~~3. When an employee(s) is displaced out of his/her division, the order of displacement shall start with the employee(s), if qualified, having the least amount of departmental seniority.~~
- ~~4. This agreement does not create any past practice or precedent.~~

~~The following exceptions to the above written agreement shall be in effect:~~

- ~~1. If and when the city is faced with emergency situations, special events, or situations that need technical, expert, or experienced employee(s).~~
- ~~2. During overtime situations as defined in the current Union Contract.~~
- ~~3. When an employee is assigned to training duties that include new and promoted employees during their probationary period.~~
- ~~4. When an employee is on medical restrictions.~~

Language moved to Article 17, Seniority, as new Section 16.

**APPENDIX G
(VACATED)**

**SIDE LETTER OF AGREEMENT
TEMPORARY ASSIGNMENT**

~~The City and the Union agree that during the term of this agreement that the length of time that the employer may temporarily assign an employee covered by this agreement to other duties in accordance with the terms of Article 21, Temporary Assignment, of the contract are for a period of up to six (6) months. This six (6) month period of time may be extended by the mutual agreement of the City and the Union.~~

Language moved to Article 20, Temporary Appointments & Assignments, under subsection Temporary Assignment's Section 1.

**APPENDIX H
(VACATED)**

NORTHEAST PARK BALL DIAMOND

~~The City and Union agree that the City may have up to 3 Northeast Park Ball Diamond seasonal maintenance employees (not including the facility director or concession stand staff) during the baseball/softball season. Work is limited to this location only and shall not infringe on work historically performed by the Union.~~

Language moved to Appendix D, Section 5.