



**Monday, March 20, 2017
5:30 PM**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

A 15 minute time period is provided for citizens to appear and express their views before the City Council. Each citizen who appears will be limited to 3 minutes. No immediate response will be given by City Council or City staff members. Citizens are to give their documents to the Police Officer for distribution to the Council.

III. Approval of Minutes

Minutes of March 6, 2017 City Council Meeting

IV. Unfinished Business

V. New Business

1. Proclamations and Recognitions
2. Resolution Authorizing Contract Pay and Benefits - AFSCME Local 268 and Decatur Public Library
3. Resolution to Appropriate Motor Fuel Tax Funds for Traffic Signal Maintenance and Street Maintenance by Municipality
4. Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality under the Illinois Highway Code, City Project 2017-08
5. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Browning Chapman, LLC, for Parking Garages B & C Structural Improvements, City Project 2015-03
6. Ordinance Amending City Code Chapter 52, Sections 4, 7, 8
7. Consent Calendar: Items listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. If separate action is desired on any item, it will be removed from the Consent Calendar and considered separately.
 - A. Receiving and Filing of Minutes of Boards and Commissions
 - B. Resolution Approving Appointment - Decatur Sister Cities

- C. Receiving and Filing Official Zoning Map
- D. Resolution Authorizing Execution of Quitclaim Deed For Property
Located At 1059 W. Macon St.

VI. Other Business

VII. Recess to Study Session

Treasurer's Financial Report

VIII. Adjournment

February 2017 Monthly Reports

CITY COUNCIL MINUTES

Monday, March 6, 2017

On Monday, March 6, 2017, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel and Dana Ray. Seven members present. Mayor Julie Moore Wolfe declared a quorum present.

City Manager Tim Gleason attended the meeting as well.

Mayor Julie Moore Wolfe led the Pledge of Allegiance to the Flag.

Mayor Julie Moore Wolfe requested to move Proclamations and Recognitions before Appearance of Citizens, if there were no objections because some of the individuals being recognized had other obligations. All were in favor by voicing no objections.

Mayor Julie Moore Wolfe announced Council was honoring the St. Teresa Bulldog football team. Councilman Jerry Dawson a former St. Teresa football team member, stated it was a special time for him to watch the football team this year and he was proud of each and every team member. Mayor Julie Moore Wolfe asked the CEO of St. Teresa High School Dr. Ken Hendriksen, Head Football Coach Mark Ramsey and Councilman Jerry Dawson to join her at the podium to give the football team members Stephen Decatur medallions. Dr. Ken Hendriksen asked Trainer Robert Hill and Assistant Coach Rusty Ramsey to join them at the podium to present the medallions to the team members.

Mayor Julie Moore Wolfe asked Councilman Jerry Dawson to read the Proclamation proclaiming March 9, 2017 as Chicago Cubs Day in Decatur, Illinois, in honor of the Cubs winning the World Championship and bringing the World Series trophy to Decatur, Illinois.

This being the time for Appearance of Citizens, the following citizen appeared:

Barry Zarzyczny, representing the Decatur Landlord's Association, thought Council was treating the symptoms and not the cause in regards to the houses on the demolition list. He asked Council to take a look at a tenant ordinance to hold tenants accountable for trashing these properties. He asked Council to be a leader and to set a standard.

The minutes of the February 21, 2017 City Council meeting were presented. Councilman Jerry Dawson moved the minutes be approved as written; seconded by Councilwoman Dana Ray, and on call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

This being the time set aside for Unfinished Business and there being none, Mayor Julie Moore Wolfe called for New Business.

R2017-28 Resolution Authorizing Public Displays to Honor Vietnam Veterans, was presented.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Councilman Pat McDaniel thanked the committee members that had set this up. This is the fifth year for recognizing the Vietnam veterans.

Mayor Julie Moore Wolfe and Councilman Jerry Dawson thanked Councilman Pat McDaniel for his service as a Vietnam veteran and all the veterans in the area.

Upon call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2017-29 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing & Heating Co., Inc. for 2017 Annual Water Main Replacement Project, City Project 2017-10, was presented.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2017-30 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing & Heating Co., Inc. for the Starr Crest & Shore Oak Pump Stations & Green Oak Force Main Replacements Project, City Project 2016-02, was presented.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Upon call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2017-31 Resolution Authorizing an Agreement with Bainbridge, Gee, Milanski & Associates, Inc. to Provide Construction Engineering and Resident Inspections Services for Starr Crest & Shore Oak Pump Stations & Green Oak Force Main Replacements Project, City Project 2016-02, was presented.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Councilman Chris Funk stated he would abstain from the vote because of a business relationship with BGM.

Upon call of the roll, Councilmen Jerry Dawson, Bill Faber, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Councilman Chris Funk abstained. Six ayes and one abstention. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Other Business:

Councilman Pat McDaniel encouraged Mr. Zarzyczny and members of the Local Landlord's Association to canvass the country to see if there is some type of a City tenant ordinance the City Council could look at.

With no other business, Mayor Julie Moore Wolfe called to Recess to a Study Session for an Update on 2017 Neighborhood Redevelopment Efforts.

Councilwoman Dana Ray moved to recess to Study Session; seconded by Councilman Jerry Dawson.

Upon call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

City Manager Tim Gleason gave an update on the 2017 neighborhood revitalization efforts. He shared the City has been taking a long term approach to an overwhelming challenge and the possibility of financing up to \$1 million for demolition and programs. Staff has identified a demo list of approximately 120 properties and each property is costing the City approximately \$15,000.00 for demolition per property, which doesn't include the staff time dealing with demo properties. The City has several opportunities with knowing we have a revenue stream to address this challenge we have. The City will be doing demos and setting up programs in 2017. Councilman Pat McDaniel requested to see any programs come before Council in Study Session. City Manager Tim Gleason shared the City has local community groups interested in some of the properties that could be revitalized and turned in to owner occupied or have a desire to expand. Another opportunity is interested groups want to get in at a cost prior to demo to strip some of the homes of anything of value. Councilman Jerry Dawson asked if the City ever recoups the costs on these homes. City Manager Tim Gleason stated that would be rare; these homes are usually privately owned. Councilman Jerry Dawson would like to try and save the homes that could be saved as opposed to knocking them down. Councilwoman Lisa Gregory stated this has to be part of a much larger comprehensive plan. The City is now left with a school building. She requested the City connect with the school board and let them know when they have buildings to sell, the City would like them to pick an entity to be responsible with the property so it doesn't end up on the taxpayers shoulders. Councilman Pat McDaniel stated land bank authority has to

be part of the comprehensive program. Councilwoman Dana Ray encouraged City staff to have out-of-the box thinking even with partnering with some of the labor forces. Work with Decatur Vocational Center to do some training to save some houses that can be saved and do some job skill training. Use some of the areas for gardening which could benefit the City's food banks. Councilman Bill Faber requested to have one or two people on staff that all they work on is neighborhood redevelopment. Councilman Chris Funk shared he liked the idea of taking down homes in clusters where the City would have a maximum impact. City Manager Tim Gleason shared they are trying to maximize the tax dollar investment and trying to be very strategic because the City is stewards of the tax payer's dollars.

Councilman Pat McDaniel moved the regular Council meeting be adjourned; seconded by Councilwoman Dana Ray. Upon call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the Council meeting adjourned at 6:23 p.m.

Approved _____
Debra G. Bright
City Clerk

City Clerk

DATE: 3/15/2017

MEMO: 2017-07

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Rick Meyer, City Librarian

SUBJECT: Resolution Authorizing Contract Pay and Benefits AFSCME Local 268 and Decatur Public Library

SUMMARY RECOMMENDATION: Approval is recommended.

BACKGROUND:

AFSCME's labor agreement with the Decatur Public Library expires on April 30, 2017. The parties have negotiated the attached successor agreement, and have ratified and approved it.

Based on the statutory requirement that the library's tax levy be authorized by the City of Decatur, the Illinois State Labor Relations Board has determined that the City is a co-employer of the Library, for their purposes only, thus requiring the City's approval of this Agreement. It does not create an employer-employee relationship for the City with the staff of the Library, nor should any such relationship be implied.

This is a nine-year eight-month agreement, with changes in terms from the current agreement for certain economic and non-economic articles.

STAFF REFERENCE: City Librarian Rick Meyer will be in attendance at the City Council meeting to discuss highlights of the agreement and to answer any questions the City Council may have regarding it.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Contract Decatur Public Library	Backup Material

RESOLUTION NO. R2017-_____

**RESOLUTION AUTHORIZING CONTRACT
PAY AND BENEFITS
-AFSCME LOCAL 268 AND DECATUR PUBLIC LIBRARY-**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:

Section 1. That the Collective Bargaining Agreement presented to the City Council herewith between the City of Decatur and Council 31, American Federation of State, County and Municipal Employees, on behalf of AFSCME Local 268 representing the Decatur Public Library, for salary and benefits effective May 1, 2017, through December 31, 2026 be, and it is hereby, received, placed on file, and approved.

Section 2. That the City Manager and City Clerk be, and they are hereby, authorized and directed to sign, seal, and attest said Collective Bargaining Agreement on behalf of the City of Decatur.

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of March 2017.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**COUNCIL 31, AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
AND ITS LOCAL UNION 268**

AND

**THE CITY OF DECATUR AND THE DECATUR PUBLIC
LIBRARY**

TERM:

MAY 1, 2017 TO DECEMBER 31, 2026

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AGREEMENT

This Agreement has been made and entered into by and between the City of Decatur and the Decatur Public Library (hereinafter referred to as the "Employer") and Council 31, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the ("Union")) on behalf of AFSCME Local 268.

The Union has been duly certified by the Illinois State Labor Relations Board for the purpose of collective bargaining for the unit of all Library employees as follows:

Included: All full-time and part-time employees of the Decatur Public Library in the classifications of: System Administration Support Specialists, Routing Clerk II, Technical Services Clerk II, Acquisitions/Interlibrary Loan Clerk II, Bookmobile Clerk, Driver, Building Custodian, Catalog Clerk I, Extension Clerk II, Head Library Page, Junior Cataloger, Library Assistant, Library Clerk I, Library Clerk II, Library Clerk Typist, Library Driver and Library Page.. Senior Building Custodian.

Excluded: Members of the Library Board, City Librarian, Assistant City Librarian, Librarian, Systems Administrator, Assistant Head of Building Division, Acquisitions Supervisor, Administrative Aide, Library Administrative Assistant, Administrative Secretary, Head of Adult Division Head of Building Division,, Head of Children's Division, Head of Circulation Division, Head of Extension Division, Head of Technical Division, Assistant Head of Technical Division Processing Supervisor and all managerial, supervisory, confidential employees and all other employees excluded under the Act.

ARTICLE I

RECOGNITION

Section 1. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative and agrees to bargain wages, hours, terms and conditions of employment with the exclusive bargaining representative.

Section 2. Legality

The Employer and the Union agree to abide by the Illinois State Labor Act and any rules or regulations thereunder.

ARTICLE II

MANAGEMENT RIGHTS

Section 1.

Except as amended, changed or modified by the specific provisions expressed in

this Agreement, the parties understand and agree that the management of the Library, the control of the premises, and the direction of the employees are vested exclusively in the Library, and includes, but is not limited to, the following:

- (A) The right to select, hire, transfer, promote, demote, lay off, assign and supervise employees;
- (B) The right to suspend, discharge or otherwise discipline employees;
- (C) The right to determine and change starting times, quitting times, shifts, and the number of hours to be worked by employees;
- (D) The right to determine staffing patterns, including, but not limited to, the assignment of the employees, duties to be performed, qualifications required and areas worked;
- (E) The right to make rules and regulations to govern the employees; The Employer will inform the Union Chapter Chairperson at least five (5) days prior to implementing any rule changes.
- (F) The right to determine individual qualifications and the qualifications required for the job classifications;
- (G) The right to contract out any work;
- (H) The right to determine policies and procedures with respect to the establishment, management, efficiency and conduct of the operations of the Library; The Employer will inform the Union Chapter Chairperson at least five (5) days prior to implementing any such changes.
- (I) The right to determine or change the methods or means by which Library operations are to be carried on.

Section 2.

The Library retains all rights that it had before the execution of this Agreement and retains the right to carry out all other functions, whether or not exercised by the Library prior to the execution of this Agreement.

Section 3.

The Library shall not promote, aid or finance, during the life of this Agreement, any rival lab or group for the purpose of undermining the Union.

ARTICLE III

UNION RIGHTS

Section 1. Access to Premises by Union Representatives

The Employer agrees that local representatives and officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer giving notice upon arrival to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement and shall result in no interference of work.

Section 2. Time Off for Union Activities

(A) The Employer shall grant the Union ten (10) days per year without pay for state or international Union conventions under the following conditions:

- (1) No more than two (2) employees may be absent at the same time.
- (2) The employee must give at least seven (7) days written notice to his/her supervisor prior to such leave.
- (3) The employee may use unused vacation time or approved unused personal leave time.
- (4) Two employees who are duly appointed or elected as a Union officer or steward may conduct Union business up to eight (8) hours per month on the following conditions:
 - (a) The Union business may be conducted during the first and last hour of the officer's or steward's assigned shift.
 - (b) The Union business may be conducted only after notifying said employee's immediate non-bargaining unit supervisor and subject to the supervisor's permission, which permission shall not be unreasonably withheld.
 - (c) The Union shall be afforded thirty (30) minutes for new employee orientation at the conclusion of the new employee's probationary period. A joint meeting shall occur in the subsequent thirty (30) minutes with the Union and the Employer being present for positive programming.

Section 3. Union Bulletin Boards

The Employer shall provide one official Union bulletin board. The board shall be for the sole and exclusive use of the Union and shall contain only Union related information.

Section 4. Notice of Personnel Changes

Every three (3) months, the Employer shall provide the Union with a listing of all personnel transactions involving bargaining unit employees, including new hires, promotions, demotions, reclassifications, layoffs, reinstatements, terminations and transfers.

Section 5. Distribution of Union Literature

The Union shall be allowed reasonable use of the Employer's inner library mail system to distribute Union literature.

Section 6. Use of Employer's Facilities

The Union shall have the right to reasonable use of the meeting room of the Library for official Union meetings, providing such room is available; prior notice has been given to the Librarian five (5) working days in advance of the meeting; there is no interruption of the Library services; and the Union reimburses the Library for any additional costs incurred as the result of the Union's use of the room.

ARTICLE IV

NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination

During the term of this Agreement neither the Employer nor the Union shall discriminate with regard to the rights, privileges, power, authority, duty or responsibility of either as to any person with regard to age, sex, marital status, race, color, creed, sexual orientation, national origin, political affiliation or with regard to whether any person is or is not affiliated with the Union.

Section 2. Union Activity

The Union and the Employer agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights under the Illinois Public Labor Relations Act, or under this Agreement, or on account of membership or nonmembership in the Union.

ARTICLE V

DUES CHECK-OFF

Section 1. The Employer agrees to deduct from the pay of those employees who individually request one or more of the following:

- (A) Union membership dues, assessments or fees;

(B) P.E.O.P.L.E. contributions;

(C) Earthmovers Credit Union contributions.

Upon authorization by an employee filed with the Director of Finance for the City of Decatur, Illinois, the Employer shall deduct from the wages or salary of such employee such sums as are certified by the Treasurer of the Union or the employee, which sums so deducted shall be delivered to Council 31 or the Earthmover Credit Union on or before the 15th day of the month next succeeding the month in which such deductions are made. If any employee does not have a check coming to him, or such check is not large enough to satisfy said deductions, no deductions shall be made from the wages or salary of such employee for that month.

Section 2. Fair Share Deduction

The City shall deduct from the wages or salary of each employee in any classification listed in the first page of this Agreement as being included in the collective bargaining unit who is not subject to the wage deduction described in Section 1 of this Article, and at the same time such deduction is made, an amount certified to the City by the Union as the fair share of each such employee of the Union's cost relating to the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment, ("fair share deduction"), but such amount shall not exceed the amount of dues uniformly required of members and deducted pursuant to said Section 1 of this Article. Such amount deducted as provided herein shall be delivered to Council 31 on or before the 15th day of the month next succeeding the month in which said amount was deducted and provided that said amount may be paid to a non-religious charitable organization mutually agreed upon by the employee and the Union, as provided by law.

Section 3. Indemnification

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

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. Definition

A grievance shall mean a written complaint by the Union or a member of the bargaining unit that there has been an alleged violation, misinterpretation, or misapplication of the provisions of this Agreement.

Section 2. Time Limitation

Grievances must be filed within ten (10) working days of the occurrence of the event or within ten (10) working days of when the grievant should have been aware of the violation.

They may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step Three [3].

If the grievant has filed an appeal with the Civil Service Commission over a subject matter identical to that of employee's grievance, the parties agree that the grievance procedure and the awards and settlements thereunder will not be applicable.

Section 3. Grievance Meetings

The grievant and the Union steward shall be allowed to participate in Step 1, Step 2 or Step 3 of the grievance meeting during working hours without loss of pay.

Section 4. Grievance Steps

Step 1: The employee and/or one (1) Union representative shall orally contact his/her immediate supervisor or designee. The employee's immediate supervisor shall, within ten (10) working days, orally inform the employee and the Union of his/her decision. For purposes of this Article, the working day shall be defined as any day on which the Employer's administrative offices are open and conducting business.

Step 2: If the grievance is not settled at the first step, the Union shall prepare a written grievance and present it to the City Librarian or the Assistant City Librarian or the Deputy Director no later than ten (10) working days after the Step 1 answer is given or due. The written grievance shall state the Section or Sections of the Agreement that have allegedly been violated. Within ten (10) working days after the grievance is presented to Step 2, the City Librarian or his/her designee shall discuss the grievance with the grievant and the Union. The City Librarian shall respond, in writing, within ten (10) working days following the meeting, informing the grievant and the Union of his/her decision.

Step 3: If the matter is not adjusted at Step 2, or no answer is given within the time specified, the Union may, by written notice to the Employer, within ten (10) working days after the Step 2 answer is given or due, appeal the grievance to arbitration.

Section 5. Arbitration Procedures

Within thirty (30) days of submission of a matter to arbitration representatives of the Employer and the Union shall meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within twenty (20) working days

after the meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party may reject one entire panel of arbitrators. In the event a party strikes the entire panel of arbitrators, a joint request for a new list of seven (7) arbitrators shall be submitted to the Federal Mediation and Conciliation Service within ten (10) working days. Within ten (10) working days of receipt of the final list the parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator. Within five (5) working days of selection the arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union's representatives. A time and place for the hearing shall be scheduled within ten (10) working days. The arbitrator shall be notified of the issue where mutually agreed to by the parties. All hearings shall be held in the City of Decatur, unless mutually agreed otherwise.

The Employer and the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add to, or subtract from any of the provisions of this Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be borne equally. The decision and award of the arbitrator shall be final and binding upon the Employer, the Union, and the employee and/or employees involved, except for any right of appeal.

If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available, without charge, to the arbitrator. If the other party desires a copy, it shall pay one-half of the transcription fee and the full cost of duplicating its copy.

Section 6. Processing Grievances

- (A) The grievant and necessary witnesses whose testimony is pertinent to the grievant's presentation or argument will be permitted reasonable time without loss of pay to attend the arbitration hearing and up to one (1) hour without loss of pay for purposes of preparation with the attorney or AFSCME Council 31 Representative.
- (B) The Employer, the Union and the grievant shall cooperate in the investigation of any grievance.

ARTICLE VII

DISCIPLINE

Section 1.

Upon just cause a bargaining unit employee may be administratively disciplined by an oral reprimand, a written reprimand, suspension or discharge. A copy of such discipline shall be forwarded to the Union and the employee within five (5) days of the day the discipline was issued. An oral reprimand will be documented in writing.

Section 2.

Suspensions and discharges from the classified service shall be in accordance with the rules of the Civil Service Commission and the State Law with regard to Civil Service for Cities.

Section 3.

No prior discipline may be relied upon in any subsequent disciplinary matter after two (2) years from its placement in an employee's personnel file unless such prior discipline applies to major infractions, including, but not limited to sexual harassment, threats against individuals, possession or use of intoxicants, illegal drugs or look alike drugs or being under the influence of such while on duty, destruction of property, theft of property or leaving work without the consent of the supervisor unless due to an imminent emergency.

Section 4.

If an 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.

Section 5.

If a disciplinary meeting is held, the employee has a right to request that a union representative be present. Prior to the imposition of any suspension subject to the grievance and arbitration procedures established by this Agreement, the City Librarian and a supervisor or designee shall meet with the employee sought to be suspended and a Union representative. Such meeting shall be limited to informing the employee of the nature of the charges resulting in the suspension and an opportunity for the employee to address, explain or refute the charges. No witnesses or other extraneous evidence will be permitted at such meeting. Said meeting may be postponed by the employee, but only due to the unavailability of a Union representative and not beyond the end of the second business day following that on which the meeting was originally scheduled; if at that time the employee is still unwilling to meet without a Union representative, the suspension may be imposed without the necessity for such meeting. The meeting otherwise required by the provisions of this Section may be waived by concurrence of the City Librarian, the employee and the Union.

Section 6.

No employee shall be required to take a polygraph exam.

ARTICLE VIII

LIBRARY SCHEDULE AND HOURS OF WORK

Section 1. Hours Of Work

(A)

- (1) The regular hours of duty each day shall be consecutive except that they may be interrupted by a lunch period and even if so interrupted, such lunch period shall be disregarded in considering whether or not such hours are consecutive.
- (2) Work schedules showing the employee's shift, workdays and hours shall be posted at convenient places and times. The Employer shall not change a posted work schedule within fourteen (14) calendar days prior to the employee's shift except for operational needs. Operational needs is defined to include shortage of available staff due to sickness, vacation, vacancies, training and/or other employee leaves of absence, and acts of God.
- (3) Workweek is defined to mean from Monday through Sunday.
- (4) Sunday Operation:
 - (a) The Library shall notify the Union sixty (60) days prior to the commencement of any Sunday hours.
 - (b) The most senior employees shall have the option of selecting one (1) Sunday for each month of the schedule rotating down the seniority list to the least senior. No employee shall be required to work more than one (1) in four (4) consecutive Sundays.
 - (c) Employees shall not be assigned to work on a Sunday during periods when they have approved vacation or a leave of absence.
 - (d) Sunday library operations shall be closed on any Sunday prior to the actual or observed, recognized holidays on the following Monday.
 - (e) An employee who is scheduled to work on a Saturday may request that his or her Sunday assignment shall be for that same weekend. The administration will make a good faith effort to comply with such a request.
 - (f) The library will be closed on Easter Sunday.

- (B) Each employee working seven and one-half (7.5) hours or more shall receive a duty free lunch period not to exceed sixty (60) minutes.
- (C) Each employee working four (4) hours a day or more shall be provided with a fifteen (15) minute rest period during each four (4) hour work period.

Section 2. Overtime

Hours worked in excess of 40 hours per week shall be paid at 1-1/2 times the employee's regular rate of pay. All overtime must be approved in advance by the employee's supervisor.

Section 3. Call Back Pay

Maintenance staff being called into work and reporting for work outside their regular working hours shall receive two (2) hours minimum pay.

Section 4. Holiday and Overtime Work Assignments

The assignment of holiday and overtime work shall be in accordance with divisional needs.

Section 5. Schedules

Schedule shall be posted thirty (30) days in advance by the first day of the month. Schedules shall not be changed except in cases of emergency or with mutual agreement between the Employer and the employee.

Section 6. Flextime

The Employer shall provide the employees with flextime opportunities under the following conditions:

- (A) Flextime shall only be granted if there is mutual agreement between the Employer and the employee.
- (B) A request for flextime shall not be unreasonably denied.

ARTICLE IX

Vacations

Section 1.

All regularly employed part-time and full-time bargaining unit employees shall receive the following vacation:

1-7 Years – 2 weeks' vacation per year

8-14 Years – 3 weeks' vacation per year
15-19 Years – 4 weeks' vacation per year
20+ Years – 5 weeks' vacation per year

This vacation schedule shall be effective on the date the Agreement has been signed by all parties.

Section 2.

Initial eligibility of staff for paid vacation shall be attendant upon completion of twelve (12) months of employment.

Section 3.

After the initial eligibility period, vacation time will be credited on an annual basis on the anniversary date of the employee. Anniversary dates of employee shall be the original date of hire. An employee terminating employment between anniversary dates will be credited with the amount of vacation earned up to the time of termination.

Section 4.

Vacation time will not accumulate without the express written consent of the City Librarian. Notwithstanding the above, vacation time will accumulate if the employee has since been denied vacation requests during two (2) different scheduling periods and the requests were submitted ninety (90) days prior to the anniversary date.

Section 5.

Vacation time may be scheduled in increments of one (1) hour or more. Management shall grant employee vacation requests on the basis of library seniority provided the employee submits the request between January 1 and 31 of each year. All other requests will be scheduled on a first-come, first-served basis, shall not be unreasonably denied, and Library staffing requirements shall take precedence over vacation requests. If an employee schedules vacation time and subsequently determines that he/she does not wish to exercise the scheduled vacation time, the employee must give four (4) weeks' notice that the employee does not desire to exercise the selected vacation time. If an employee fails to provide such notice, he/she will be required to use the scheduled vacation time.

Section 6.

Vacation time may be taken in consecutive anniversary years with the permission of the City Librarian.

Section 7.

No vacation time accrues during leaves of absence.

Section 8.

Employees will not be paid in lieu of vacation except at the time of retirement, resignation, or termination.

Section 9.

Vacation benefits for regularly employed part-time employees shall be on a prorated basis as per Article XXIII, Section 8.

ARTICLE X

HOLIDAYS

The following holidays will be observed by the Library and regularly employed staff members will be given the day off with pay or another day off with pay in lieu of the holiday in accordance with the following provisions:

- (A) The following days are observed as staff holidays: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Presidential Election Day and Christmas Day.
- (B) When an observed holiday falls on a Sunday, the Library will be closed and the following Monday shall be observed as the holiday.
- (C) An employee who is scheduled off duty or who is required to work on an observed holiday shall be given equivalent time off on another day to be scheduled at the convenience of the employee and his/her department.
- (D) To be eligible for holiday pay the employee shall be in pay status and entitled to payment for the entirety of both his/her last scheduled work day before the holiday and his/her first scheduled work day after the holiday.
- (E) When a holiday falls on an employee's regularly scheduled work day during the employee's vacation period, the employee will be charged with the holiday and retain the vacation day.
- (F) On December 24 and December 31, full-time employees scheduled to work on those days shall receive 1.5 hours of granted leave.
- (G) Holiday benefits for regularly employed part-time employees shall be on a prorated basis as per Article XXIII, Section 8.
- (H) With the approval of the City Librarian, up to two holidays (16 hours, full-time; 8 hours, part-time) may be rolled over into the next fiscal year (January-December) Employees that accrue holiday time may request payment for such time within the fiscal year earned. An employee will have a maximum of five unused holidays at any time. (40 hours, full-time; 20 hours; part-time).

ARTICLE XI

INSURANCE

Section 1. Medical/Hospitalization

- (A) The Library shall participate in the City of Decatur's group medical and hospitalization insurance plan. The cost of coverage for each full-time employee shall be assumed by the Library.
- (B) If a full-time employee has exhausted his/her paid sick leave credits and has been granted a leave of absence from duty or from the classified service because of illness or injury, his/her group insurance coverage shall remain in effect for up to six (6) months of such leave. The Library will assume the cost of this coverage for the above mentioned 6 month period.
- (C) The Library will contribute toward the cost of dependent coverage for all full-time bargaining unit members \$450.00 per month for the duration of this Agreement.
- (D) Retiring employees shall be allowed to purchase insurance through the medical/hospitalization plan if the retiring employee pays the cost involved.

Section 2. Life Insurance

- (A) The Library shall participate in the City of Decatur's group life insurance plan. The Library shall assume the cost of coverage for each full-time employee.
- (B) If a full-time employee has exhausted his/her paid sick leave credits and has been granted a leave of absence from duty or from the classified service because of illness or injury, his/her group life insurance policy shall remain in effect for up to six (6) months of such leave; and if such illness or injury is certified by the employee's physician to be of a terminal nature and if said employee has retired under the disability provisions of the Illinois Municipal Retirement Fund, his/her group life insurance policy shall remain in effect for up to twelve (12) months. In the event that the policy adopted by the City of Decatur requires that the group insurance of such employee be converted to individual coverage at a time prior to the time provided herein, the Library will assume the cost of coverage for the converted policy of this employee for a period of six (6) months.

ARTICLE XII

TEMPORARY ASSIGNMENT

- (A) The Employer may temporarily assign an employee to perform the duties of another job title. An employee who is temporarily assigned to a position with a higher pay grade than that of his/her permanent position shall be paid as if he/she had received a promotion with that higher pay grade.

- (B) If the duties of a job title must be temporarily assigned to another employee due to absence or vacation, the most senior person in the department will have the option of performing those duties. If the job title is a pay grade higher than that of the employee performing the duties, the employee will be paid at the higher pay grade for the entire time the employee performed said duties. The employee involved shall be responsible for preparing and submitting the time slip showing the time spent performing the duties of the higher pay grade.

ARTICLE XIII

DEMOTIONS

Demotion is assignment of an employee to a vacant position in a pay grade lower than the employee's current position's pay grade. An employee shall only be demoted for cause. The Employer shall give the employee notice of his/her demotion with reason(s) showing cause for the demotion. A demotion can be appealed directly to the third step of the Grievance Procedure.

This section is inapplicable to Reductions in Force.

ARTICLE XIV

RECORDS AND FORMS

Section 1. Attendance Records

The Employer shall maintain accurate daily attendance records. The employee shall, at a mutually agreeable time, have the right to view his/her time pay records on file with the Employer.

Section 2. Records

Records covered under the Freedom of Information Act shall be available for inspection upon written request by the Union. Documents and names of witnesses pertinent to current grievances shall be exchanged at the earliest possible step of the grievance procedure.

Section 3. Forms

No employee shall be required to sign undated or incomplete forms.

ARTICLE XV

SENIORITY

Section 1. Full-Time Employees.

Seniority for full-time employees is defined as the employee's total length of service with the Library since his/her most recent date of hire. Seniority for full-time employees is determined

by their ranking on the civil service register when more than one individual begins employment in a classification on the same day.

A terminated employee shall have his/her seniority restored if he/she is rehired within one (1) year from the date of his/her termination.

Section 2. Part-Time Employees

Seniority for part-time employees shall be as defined in Section 1 above, except that seniority for part-time employees shall be one-half of the total length of service with the Library since his or her most recent date of hire.

Section 3. Application

Seniority shall, for the purpose of layoff, recall and reinstatement, be as defined above.

ARTICLE XVI

FILLING OF VACANCIES

Section 1. Posting

All permanent bargaining unit vacancies and/or newly created bargaining unit positions shall be posted on a bulletin board for a period of one week, which shall be a period of five (5) consecutive business days. Notice shall also be given to the Union. The posting shall state the position, the pay grade, the job description and the work location. Nothing herein prevents the Employer from temporarily assigning personnel to fill such vacancy and/or newly created bargaining unit positions while it is being posted and filled.

Section 2. Trial Period

Any employee selected for a job vacancy shall have a trial period of six (6) months. He/she may return to his/her old job within that trial period. For purposes of this section, the Library will be allowed to use a temporary employee to fill the selected employee's former position, until the trial period has been completed. Such temporary employees shall not be entitled to any of the benefits outlined herein, except statutory benefits as provided by law. Temporary employees will be placed at the lowest vacated level of the pay scale.

Section 3. Promotions

When an employee is promoted, he/she shall be paid at the rate for that position in accordance with the pay scale in which he/she was originally employed. The promoted employee will receive the pay rate at the entry level of the new pay scale or an increase of 5%, whichever is greater.

Section 4. Filling of Vacancies

Permanent vacancies shall be filled in the following order of priority:

- (A) Recall from lay-off in accordance with Article XXII Section 4;
- (B) Recall from lay-off to a position for which the employee is qualified;
- (C) Reinstatement from leave of absence.
- (D) In all other cases vacancies in Library positions shall be filled by current Library employees if qualified. A vacant position shall be posted internally for a period of five (5) days. The position shall be publicly posted at the same time for five (5) days. All applicants shall take the examination to fill the vacancy at the same time. An employee may annually submit a written request between April 1 and April 30 of each year to the Assistant City Librarian in regard to any position for which they wish to apply and are qualified.

If a Library employee is selected to fill a vacancy and accepts the selection, the following shall apply:

- (A) The Library employee shall not be required to resign from the Library even if non-Library employees have submitted themselves to the examination.
- (B) If the Library employee fills a vacancy not deemed to be in the promotional ladder of the old position, he or she shall not have bump-back rights in the event the selected Library employee voluntarily leaves the new position or has been employed in the new position for a period of time exceeding six (6) months.

The beginning rate of pay for all new hires shall be no greater than 10% higher than the entry rate for the appropriate pay range for their new position.

ARTICLE XVII

LEAVES OF ABSENCE

Section 1. Sick Leave

Bargaining unit members are entitled to sick leave as follows:

- (A) Sick leave is to be used only for appointments with doctors, dentists and other professional medical practitioners and in cases of illness or injury of an employee or the employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent or any relative domiciled in the employee's home.
- (B) Sick leave for full-time employees accrues at the rate of eight (8) hours per month to a maximum of two hundred forty (240) days, except that accrual of sick leave for regularly employed part-time employees shall be as stated in Section 8 of Article XXIII. Sick leave

may be taken in increments of one-tenth of an hour. Sick leave does not accrue during leaves of absence.

- (C) The Employer may require medical evidence verifying the illness or injury if reasonable grounds exist to suspect abuse or if the leave exceeds three (3) consecutive days. However, in all cases where four consecutive duty days are missed by an employee due to illness, injury or disability, a physician's statement will be required before sick leave pay is paid. Such statements shall set forth reasons for the employee's inability to perform his duties and shall become a part of the employee's personnel record. Physician's statements will be used in determining from time to time whether or not an employee is able to continue the performance of his/her duties.
 - (1) "Medical Documentation," for the purposes of this Agreement, shall mean a written statement signed by a person licensed to practice medicine (or their designee) that the employee was medically determined unable to perform his or her duties on the date for which sick leave credit is sought.
 - (2) After forty (40) hours of sick leave being used by a full-time employee, or after twenty (20) hours of sick leave being used by a part-time employee, in any fiscal year, for which no Medical Documentation, is provided, no sick leave credit may be used by that employee for the first eight (8) hours (or the first four (4) hours in the case of a part-time employee) of the next or any succeeding sick leave day, or any part thereof, for which no Medical Documentation, is provided. An office or hospital visit to, or pursuant to the orders of a physician or dentist or licensed medical practitioner, or their designee, shall not be considered as part of the forty (40) sick leave hours, as herein described.
 - (3) After a full-time employee has utilized forty (40) hours of sick leave or a part-time employee has utilized twenty (20) hours of sick leave, in any fiscal year, for which no Medical Documentation is provided, Employer shall provide employee a reminder to the employee of the availability of the Employee Assistance Program ("EAP"). Notwithstanding, if employee is otherwise ineligible to participate in the EAP this provision creates no obligation on Employer to expand the existing scope of the EAP to accommodate employee.
- (D) The employee shall give notice to the Employer of his/her use of sick leave as early as possible but at least one hour prior to the start of the employee's work shift, and in the case of an emergency, no later than prior to the beginning of his/her scheduled work shift.
- (E) Employees who have accrued eight hundred (400) hours sick leave by January 1 of each year shall be credited with an additional eight (8) hours of personal leave. Part-time employees who have accrued four hundred (200) hours sick leave by January 1 of each year shall be credited with an additional four (4) hours of personal leave. Employees at the current levels depicted shall receive the additional personal leave that is depicted above upon enactment of this agreement.

- (F) An employee who suffers a serious or severe illness or injury shall be permitted to use sick leave days accrued by, and credited to, other employees, but only as provided herein and only when such employee has no accrued sick leave, vacation or personal days. The employee seeking sick leave days must agree, in writing, with the employee or employees from whom such sick leave days are sought, including the total number of days or hours involved, and present such agreement to the City Librarian. No employee shall be permitted to sell or transfer accrued sick leave days for any consideration or thing of value. Permission for the transfer of accrued sick leave days shall not be unreasonably withheld by the Library, subject to State and Federal law. The provisions hereof shall be construed so as to permit agreements between bargaining unit employees and non-bargaining unit employees. Furthermore, an employee may utilize sick time that was received via donations from fellow employees, for follow-up treatment, by agreement of the parties.

Section 2. Leave for Personal Business

All regularly employed full-time employees are entitled to sixteen (16) hours of personal leave per year. Except in cases of emergency, the leave must be approved in advance by the employee's immediate supervisor and is contingent upon adequate staffing. Accrual of personal leave for part-time employees shall be as stated in Section 8 of Article XXIII. Personal leave shall not accumulate.

New full-time employees who are employed between January 1 and June 30 are entitled to sixteen (16) hours personal leave that fiscal year, part-time employees employed during the same period receive eight (8) hours personal leave; those employed full-time between July 1 and December 31 receive eight (8) hours of personal leave for that fiscal year, part-time employees employed during the same period receive four (4) hours personal leave.

Personal leave may be taken in increments of one half (1/2) of an hour.

Section 3. Bereavement Leave

Employees are entitled to up to four (4) days of funeral leave in the event of the death of a member of the family. Family for the purpose of bereavement leave is defined to mean spouse, children, stepchildren, spouse of children, parents of the employee or his/her spouse, stepparents of the employee and of his/her spouse, brothers and sisters of the employee and of his/her spouse, grandchildren and grandparents of the employee, brother-in-law and sister-in-law of the employee, any relation of the employee or of his/her spouse domiciled with the employee.

Staff shall be allowed time off to attend the funeral of another staff member, current or retired, provided that there will remain adequate library staffing.

Section 4. General Leave

Leaves of absence without pay for up to six (6) months may be granted by the City Librarian to bargaining unit employees. A written request for leave shall be made reasonably in advance of such leave.

All leaves of absence shall be subject to the regulations and procedures established by the Civil Service Commission of the City of Decatur.

Fringe benefits shall not accrue to, nor apply to, employees on leave of absence. Any insurance premium shall be maintained by the Library for said employee, provided the insurance carrier approves. The Library will assume the cost for this program for the six month period of absence.

Section 5. Accident or Injury Leave

Absence due to the injury, accident or illness incurred in the employee's employment shall be compensated for in the following manner. The Employer shall pay to the employee any difference between his/her salary and all benefits received under the Illinois Workers' Compensation Act as long as the employee is eligible for sick leave benefits. The sick leave benefits shall be used to make up the salary difference and deductions from sick leave shall be made in the pro rata proportion as is paid. Once the sick leave benefits have been exhausted for this purpose the Employer shall make up the difference in the payment of the regular salary and the workers' compensation benefits paid to the employee so long as the employee is eligible to receive said benefits and has not made a final settlement on his or her work related claim.

Section 6. Jury Duty

Bargaining unit members who are called for jury duty shall be given time off from work to attend to this function. During such absences for jury duty, employees will continue to be paid as if present and working, providing they return to work as scheduled when excused for the day by the court, less any money received from the court in compensation for such jury service.

Section 7. Illness or Injury Leave

Employees who have utilized all their accumulated sick leave days (except as provided in Section 5 above) and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy-related disability, shall receive a disability leave for no more than six (6) months. At the end of six (6) months, the employee must return to work or be deemed to have resigned.

Section 8. Military Leave

A full-time classified employee in the classified service who is a member of a unit of the armed forces of the United States will be granted leave for military duty, training sessions or schools in accordance with applicable federal and state laws.

Section 9. Treatment of Seniority

An employee shall retain and continue to accumulate seniority and continuous service while on leaves provided for under this Article except those leaves under Section 4 where there shall be no accumulation of seniority and continuous service.

Section 10. Employee Rights After Leave

Employees who are granted leaves of absence cannot be assured of placement in the same position when they return. They are, however, guaranteed a position in the same classification.

Section 11. Family Leave

The employer will be in full compliance with the Family Medical Leave Act.

ARTICLE XVIII

PERSONNEL FILES

The Employer shall maintain one official personnel file for each employee. Upon twenty-four (24) hours' notice the employee and/or his/her authorized representatives shall have the right to review his/her file during the Employer's working hours. If the review occurs during the employee's working hours, it shall be limited to one (1) hour. Upon request, the Employer will reproduce one (1) copy of any material in the personnel file free of charge once a year. All other request for copies shall pay five (5) cents per page.

ARTICLE XIX

WORKING CONDITIONS, SAFETY AND HEALTH

Section 1. Safety and Health

The Employer will conform to safety and health conditions as required by applicable local, state and federal laws. The Health and Safety Committee previously established will continue, but any final decisions as to safety and health rests with the Library Board.

Section 2. Working Conditions

If available, the Employer shall provide all bargaining unit employees with a locker. The Employer shall supply a lounge. The designated area for smoking shall be outside the staff entrance.

Section 3. Damage to Personal Property

If an employee's personal property is damaged by the negligent act of a patron of the Library, the Employer will reimburse the employee up to fifty dollars (\$50) of unreimbursed costs.

Section 4. Inclement Weather and Emergency Closings

When the Library cancels all or part of the work day because of extreme weather

conditions, all employees at the work site or scheduled at the work site for the time closed that day shall be given time off with pay.

Section 5. Training

Any training required by the City Librarian shall be with pay. In addition, reasonable expenses will be paid.

Section 6. Opportunities for the Handicapped

The Employer will conform to handicapped standards as required by applicable local, state and federal laws.

Section 7. Video Display Terminals

The Employer will temporarily transfer without loss of pay pregnant or nursing employees who request to be excused from working at a V.D.T. if the employee furnishes medical certification stating that exposure to the V.D.T. would be harmful to the employee or the employee's child.

ARTICLE XX

JOB DESCRIPTION

The Employer shall provide every bargaining unit employee with a copy of his/her job description. When a job description is changed the employer shall meet with the union to bargain over the impact on the affected employee(s).

ARTICLE XXI EVALUATIONS

Each employee shall have his/her work performance evaluated from time to time as required by the Civil Service Commission of the City of Decatur or the City Librarian.

- (A) Such evaluations shall be accomplished on forms devised by the Civil Service Commission.
- (B) Such evaluations for employees in the classified service will be forwarded to the Civil Service Commission as required by the rules of the Commission.
- (C) Such evaluations will become part of the personnel file of the employee.
- (D) Evaluations are not subject to the grievance procedure.
- (E) No discipline as defined in Article VII, Section 1, shall be imposed in an evaluation conference.

ARTICLE XXII

REDUCTION IN PERSONNEL

Section 1. Definition and Notice

A reduction in personnel is defined as a reduction in bargaining unit jobs. The Employer shall notify the Union prior to any reduction in personnel.

Section 2. General Procedures

In the event a reduction in work force is necessary, such a reduction shall be based upon seniority within the position classifications of the department affected by the reduction in force. The employee last certified to the position classification will be the first person furloughed.

Section 3. Bumping

Employees to be laid off can exercise their seniority to retain their jobs by:

- (A) Bumping the least senior employee in the same position classification. Seniority is gained per position.
- (B) Bumping the least senior employee in a previously position classification.

A person who is reduced to a position classification with a lower pay grade will receive the rate of pay for that position classification. An employee who bumps into a lower position classification to avoid a reduction shall retain recall rights to his/her former position classification.

Section 4. Recall Rights

If within one (1) year any position vacated by a reduction in force is filled, the last person furloughed in that classification shall be the first person offered the position. The person must accept or reject the position within five (5) calendar days or forfeit his/her right to the position.

Section 5. Application

There shall be no separate lines of bumping for full-time and part-time.

There shall be separate lines of bumping for bargaining unit and non-bargaining unit library staff. No bargaining unit member will be bumped by a non-bargaining unit staff person.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

Section 1. Indemnity/Liability Insurance

The Employer shall indemnify and hold harmless any employee for negligent acts committed within the scope of employment.

Section 2. Severance Pay

Employees shall be paid by the City of Decatur for all earned compensation and other compensated benefits no later than thirty (30) calendar days after termination of employment. The employee shall give the Employer two (2) weeks' notice prior to termination. The Employer may waive the two (2) week notice.

Section 3. Exit Interview

Employees who leave employment shall not be required, but may be allowed, to participate in an exit interview with the Employer.

Section 4. Wage Assignments

The Employer shall not impose disciplinary action against an employee for any wage assignments or garnishments.

Section 5. Parking

The Employer will make every reasonable effort to provide all employees with free parking.

Section 6. Blood Donor

Employees shall be given five (5) hours annual leave by the Employer to donate blood or to engage in a comparable public health or charitable work during duty hours, but no more than one request per month from the same employee will be honored.

Section 7. Tuition Reimbursement

The Library shall reimburse the tuition and fees cost for courses directly related to an employee's job, and may reimburse one-half of the tuition and fees cost for any course indirectly related to an employee's job, up to a maximum of \$1,000 per year for each regularly employed full-time employee, and to a maximum of \$500 per year for such regularly employed part-time employee, provided the course is completed successfully. The total amount to be expended for tuition reimbursement in any fiscal year shall be determined by the Board.

- (A) In all cases a grade of "C" or higher will represent successful completion of the course.
- (B) Reimbursement applies only to tuition and fees. In no case will reimbursement for books, supplies or other expenses be made.

- (C) Reimbursement applies only to courses offered for college credit.
- (D) In order to receive tuition and fees reimbursement, the employee must submit to and have approved by the City Librarian a "Request for Tuition Reimbursement" prior to the commencement of the course.

Section 8. Calculation of Benefits for Part-Time Employees

Vacation, holidays, sick leave and personal leave benefits for part-time employees accrue during the year based on a 20 hour workweek. A calculation of these benefits based on the actual hours worked against a 40 hour workweek shall be made annually on June 15, 2017 and by February 15th of each year thereafter for the then ending calendar year. By this calculation, a part-time employee may earn up to but not more than the benefits accorded a full-time employee. If a part-time employee has earned additional benefits by the June 15th or February 15th calculation, such benefits determined to have been earned may be taken in the succeeding year.

Seniority benefits for part-time employees will be determined as stated in Article XV.

Section 9. Signing Bonus.

If this Agreement is ratified by the Union on or before March 1, 2017, each full-time employee shall receive a signing bonus of \$250.00 and each part-time employee shall receive a signing bonus of \$150.00.

ARTICLE XXIV

WAGES

- (A) On May 1, 2017, the pay rates for all bargaining unit classifications and steps shall be increased by 2%, which rates are set forth in the attached Salary Schedules.
- (B) On January 1, 2018, the pay rates for all bargaining unit classifications and steps shall be increased by .75%, which rates are set forth in the attached Salary Schedules.
- (C) On January 1, 2019, the pay rates for all bargaining unit classifications and steps shall be increased by 1.75%, which rates are set forth in the attached Salary Schedules.
- (D) On January 1, 2020, the pay rates for all bargaining unit classifications and steps shall be increased by 1.4%, which rates are set forth in the attached Salary Schedules.
- (E) On January 1, 2021, the pay rates for all bargaining unit classifications and steps shall be increased by 1.4%, which rates are set forth in the attached Salary Schedules.
- (F) On January 1, 2022, the pay rates for all bargaining unit classifications and steps shall be increased by 1.4%, which rates are set forth in the attached Salary Schedules.

- (G) On January 1, 2023, the pay rates for all bargaining unit classifications and steps shall be increased by 1.4%, which rates are set forth in the attached Salary Schedules.
- (H) On January 1, 2024, the pay rates for all bargaining unit classifications and steps shall be increased by 1.4%, which rates are set forth in the attached Salary Schedules.
- (I) On January 1, 2025, the pay rates for all bargaining unit classifications and steps shall be increased by 1.75%, which rates are set forth in the attached Salary Schedules.
- (J) On January 1, 2026, the pay rates for all bargaining unit classifications and steps shall be increased by 2%, which rates are set forth in the attached Salary Schedules.
- (K) In the event non-bargaining unit members receive a common increase in their base pay during the term of this agreement in excess of the percentages hereinabove set forth, excluding promotions and merit pay, bargaining unit members shall receive an annual salary adjustment of the same percentage.

ARTICLE XXV

LONGEVITY PAY

- (A) All employees who have been employed for two (2) or more years will be eligible for Longevity Pay. Longevity Pay will be calculated on the basis of credits accumulated according to the following schedule:

			<u>Full-Time</u>	<u>Part-Time</u>
Employees	with	24 credits	\$150/yr.	\$75/yr
Employees	with	25 to 59 credits	\$250/yr.	\$125/yr
Employees	with	60 to 89 credits	\$350/yr.	\$175/yr
Employees	with	90 to 119 credits	\$450/yr.	\$225/yr
Employees	with	120 to 149 credits	\$550/yr.	\$275/yr
Employees	with	150 to 179 credits	\$650/yr.	\$325/yr
Employees	with	180 to 209 credits	\$750/yr.	\$375/yr
Employees	with	210 or more credits	\$850/yr.	\$425/yr.

Employees will earn one credit for each month of service. Longevity Pay will be determined annually on the date of hiring and paid pro rata biweekly.

ARTICLE XXVI

NO STRIKE/NO LOCKOUT

Section 1. Strike and Lockout Prohibited

During the term of this Agreement, there shall be no strikes, work stoppages, or slowdowns. No officer or representative of the Union shall authorize, institute, aid or condone any such activities. The Employer shall not lockout employees during the term of this Agreement.

Section 2. Union Action

Upon notification by the Library to the Union that certain employees are engaged in a violation of this provision, the Union agrees to take action to secure the employees' return to work as promptly as possible.

ARTICLE XXVII

AUTHORITY OF THE CONTRACT

Section 1. Partial Invalidity

Should any part of this Agreement or any provisions contained herein be judicially determined to be contrary to law, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated part or provisions.

Section 2. Agreement Takes Precedence

When in conflict, the terms of this Agreement shall supersede any policies, directions, or rules or regulations relating to wages, hours and conditions of employment adopted by the Employer.

ARTICLE XXVIII

RESIDENCY

Employees shall reside within Macon County or within fifteen (15) miles of the corporate limits of the City of Decatur. Upon original hiring, an employee may reside outside said limits but shall be required as a condition of continued employment to comply with said residency requirement no later than ninety (90) days after the completion of said employee's probationary period. Employees residing outside said limits on June 1, 2004, are exempt from the requirements thereof, provided that should such persons change their place of residence at any time hereafter while still an employee of the Library, such new place of residence shall be within Macon County or within fifteen (15) miles of the corporate limits of the City of Decatur.

ARTICLE XXIX

WAIVER OF ADDITIONAL BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Library and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the

other shall not be obligated, to bargain collectively with respect to any subject or matter covered by the terms of this Agreement or bargained about during the negotiations resulting in this Agreement.

ARTICLE XXX

Attached as **Exhibit A** is the agreed Promotional Chain.

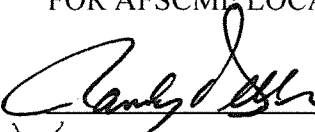

Attached as **Exhibit B** is a Schedule providing the highlights of various programs under the City of Decatur's group medical and hospitalization insurance plan.

ARTICLE XXXI

TERMINATION

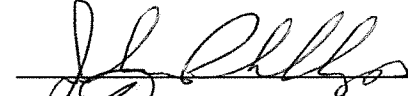
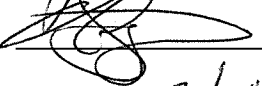
This Agreement shall be effective on May 1, 2017 and shall remain in full force and effect for a period of nine (9) years and eight (8) months until the 31st day of December, 2026. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

FOR AFSCME LOCAL 268:

 **COUNCIL 31**
Karen S. Seltzer Chapter
Man. Seltzer

Amanda Young

Dated 2/14/17

FOR DECATUR PUBLIC LIBRARY



Dated 3/14/17

APPROVED AND ACCEPTED BY THE
CITY OF DECATUR

By _____
City Manager

Dated _____

ATTEST:

City Clerk

DECATUR PUBLIC LIBRARY - AFSCME 286 MAY 1, 2017 CONTRACT SALARY SCHEDULES

FY2017 May, 1 2017				FY2018 January 1, 2018				FY2019 January 1, 2019			
STEP	HOURLY	BI-WK	ANNUAL	STEP	HOURLY	BI-WK	ANNUAL	STEP	HOURLY	BI-WK	ANNUAL
3A	\$11.9809	\$958.47	\$24,920	3A	\$12.0708	\$965.66	\$25,107	3A	\$12.2820	\$982.56	\$25,547
3B	\$12.2034	\$976.27	\$25,383	3B	\$12.2949	\$983.59	\$25,573	3B	\$12.5101	\$1,000.81	\$26,021
3C	\$12.4334	\$994.67	\$25,861	3C	\$12.5266	\$1,002.13	\$26,055	3C	\$12.7459	\$1,019.67	\$26,511
3D	\$12.6673	\$1,013.38	\$26,348	3D	\$12.7623	\$1,020.98	\$26,546	3D	\$12.9856	\$1,038.85	\$27,010
3E	\$12.9070	\$1,032.56	\$26,847	3E	\$13.0038	\$1,040.30	\$27,048	3E	\$13.2313	\$1,058.51	\$27,521
3F	\$13.1536	\$1,052.29	\$27,360	3F	\$13.2523	\$1,060.18	\$27,565	3F	\$13.4842	\$1,078.73	\$28,047
3G	\$13.4057	\$1,072.45	\$27,884	3G	\$13.5062	\$1,080.50	\$28,093	3G	\$13.7426	\$1,099.40	\$28,585
3H	\$13.6647	\$1,093.18	\$28,423	3H	\$13.7672	\$1,101.38	\$28,636	3H	\$14.0081	\$1,120.65	\$29,137
5A	\$12.8817	\$1,030.53	\$26,794	5A	\$12.9783	\$1,038.26	\$26,995	5A	\$13.2054	\$1,056.43	\$27,467
5B	\$13.1107	\$1,048.85	\$27,270	5B	\$13.2090	\$1,056.72	\$27,475	5B	\$13.4402	\$1,075.21	\$27,956
5C	\$13.3460	\$1,067.68	\$27,760	5C	\$13.4461	\$1,075.69	\$27,968	5C	\$13.6814	\$1,094.51	\$28,457
5D	\$13.6185	\$1,089.48	\$28,327	5D	\$13.7207	\$1,097.65	\$28,539	5D	\$13.9608	\$1,116.86	\$29,038
5E	\$13.8824	\$1,110.59	\$28,875	5E	\$13.9865	\$1,118.92	\$29,092	5E	\$14.2313	\$1,138.50	\$29,601
5F	\$14.1555	\$1,132.44	\$29,443	5F	\$14.2616	\$1,140.93	\$29,664	5F	\$14.5112	\$1,160.90	\$30,183
5G	\$14.4295	\$1,154.36	\$30,013	5G	\$14.5378	\$1,163.02	\$30,239	5G	\$14.7922	\$1,183.37	\$30,768
5H	\$14.7176	\$1,177.41	\$30,613	5H	\$14.8280	\$1,186.24	\$30,842	5H	\$15.0875	\$1,207.00	\$31,382
9A	\$14.9084	\$1,192.67	\$31,010	9A	\$15.0202	\$1,201.62	\$31,242	9A	\$15.2831	\$1,222.65	\$31,789
9B	\$15.2067	\$1,216.53	\$31,630	9B	\$15.3207	\$1,225.66	\$31,867	9B	\$15.5888	\$1,247.11	\$32,425
9C	\$15.5098	\$1,240.79	\$32,260	9C	\$15.6261	\$1,250.09	\$32,502	9C	\$15.8996	\$1,271.97	\$33,071
9D	\$15.8232	\$1,265.85	\$32,912	9D	\$15.9418	\$1,275.35	\$33,159	9D	\$16.2208	\$1,297.67	\$33,739
9E	\$16.1397	\$1,291.17	\$33,571	9E	\$16.2607	\$1,300.86	\$33,822	9E	\$16.5453	\$1,323.62	\$34,414
9F	\$16.4702	\$1,317.62	\$34,258	9F	\$16.5938	\$1,327.50	\$34,515	9F	\$16.8842	\$1,350.73	\$35,119
9G	\$16.8045	\$1,344.36	\$34,953	9G	\$16.9305	\$1,354.44	\$35,216	9G	\$17.2268	\$1,378.15	\$35,832
9H	\$17.1474	\$1,371.79	\$35,667	9H	\$17.2760	\$1,382.08	\$35,934	9H	\$17.5784	\$1,406.27	\$36,563
11A	\$16.0935	\$1,287.48	\$33,474	11A	\$16.2142	\$1,297.13	\$33,725	11A	\$16.4979	\$1,319.83	\$34,316
11B	\$16.4229	\$1,313.83	\$34,160	11B	\$16.5461	\$1,323.69	\$34,416	11B	\$16.8356	\$1,346.85	\$35,018
11C	\$16.7535	\$1,340.28	\$34,847	11C	\$16.8792	\$1,350.33	\$35,109	11C	\$17.1745	\$1,373.96	\$35,723
11D	\$17.0958	\$1,367.66	\$35,559	11D	\$17.2240	\$1,377.92	\$35,826	11D	\$17.5255	\$1,402.04	\$36,453
11E	\$17.4457	\$1,395.65	\$36,287	11E	\$17.5765	\$1,406.12	\$36,559	11E	\$17.8841	\$1,430.73	\$37,199
11F	\$17.8075	\$1,424.60	\$37,040	11F	\$17.9410	\$1,435.28	\$37,317	11F	\$18.2550	\$1,460.40	\$37,970
11G	\$18.1782	\$1,454.26	\$37,811	11G	\$18.3146	\$1,465.17	\$38,094	11G	\$18.6351	\$1,490.81	\$38,761
11H	\$18.5561	\$1,484.49	\$38,597	11H	\$18.6953	\$1,495.63	\$38,886	11H	\$19.0225	\$1,521.80	\$39,567
12A	\$16.7331	\$1,338.65	\$34,805	12A	\$16.8586	\$1,348.69	\$35,066	12A	\$17.1536	\$1,372.29	\$35,680
12B	\$17.0738	\$1,365.90	\$35,513	12B	\$17.2018	\$1,376.15	\$35,780	12B	\$17.5029	\$1,400.23	\$36,406
12C	\$17.4226	\$1,393.81	\$36,239	12C	\$17.5533	\$1,404.26	\$36,511	12C	\$17.8605	\$1,428.84	\$37,150
12D	\$17.7822	\$1,422.57	\$36,987	12D	\$17.9155	\$1,433.24	\$37,264	12D	\$18.2291	\$1,458.32	\$37,916
12E	\$18.1519	\$1,452.15	\$37,756	12E	\$18.2881	\$1,463.04	\$38,039	12E	\$18.6081	\$1,488.65	\$38,705
12F	\$18.5309	\$1,482.47	\$38,544	12F	\$18.6698	\$1,493.59	\$38,833	12F	\$18.9966	\$1,519.72	\$39,513
12G	\$18.9167	\$1,513.34	\$39,347	12G	\$19.0586	\$1,524.69	\$39,642	12G	\$19.3921	\$1,551.37	\$40,336
12H	\$19.3118	\$1,544.94	\$40,168	12H	\$19.4566	\$1,556.53	\$40,470	12H	\$19.7971	\$1,583.77	\$41,178
15A	\$18.8383	\$1,507.06	\$39,184	15A	\$18.9796	\$1,518.37	\$39,477	15A	\$19.3117	\$1,544.94	\$40,168
15B	\$19.2343	\$1,538.75	\$40,007	15B	\$19.3786	\$1,550.29	\$40,307	15B	\$19.7177	\$1,577.42	\$41,013
15C	\$19.6386	\$1,571.09	\$40,848	15C	\$19.7859	\$1,582.87	\$41,155	15C	\$20.1321	\$1,610.57	\$41,875
15D	\$20.0545	\$1,604.36	\$41,713	15D	\$20.2049	\$1,616.39	\$42,026	15D	\$20.5585	\$1,644.68	\$42,762
15E	\$20.4769	\$1,638.15	\$42,592	15E	\$20.6305	\$1,650.44	\$42,911	15E	\$20.9915	\$1,679.32	\$43,662
15F	\$20.9145	\$1,673.16	\$43,502	15F	\$21.0713	\$1,685.71	\$43,828	15F	\$21.4401	\$1,715.21	\$44,595
15G	\$21.3605	\$1,708.84	\$44,430	15G	\$21.5207	\$1,721.66	\$44,763	15G	\$21.8974	\$1,751.79	\$45,546
15H	\$21.8174	\$1,745.39	\$45,380	15H	\$21.9810	\$1,758.48	\$45,721	15H	\$22.3657	\$1,789.26	\$46,521
18A	\$18.8818	\$1,510.55	\$39,274	18A	\$19.0234	\$1,521.88	\$39,569	18A	\$19.3564	\$1,548.51	\$40,261
18B	\$19.2908	\$1,543.26	\$40,125	18B	\$19.4354	\$1,554.83	\$40,426	18B	\$19.7756	\$1,582.04	\$41,133
18C	\$19.7121	\$1,576.97	\$41,001	18C	\$19.8600	\$1,588.80	\$41,309	18C	\$20.2075	\$1,616.60	\$42,032
18D	\$20.1421	\$1,611.37	\$41,896	18D	\$20.2932	\$1,623.46	\$42,210	18D	\$20.6483	\$1,651.87	\$42,949
18E	\$20.5839	\$1,646.71	\$42,815	18E	\$20.7383	\$1,659.06	\$43,136	18E	\$21.1012	\$1,688.10	\$43,891
18F	\$21.0370	\$1,682.96	\$43,757	18F	\$21.1948	\$1,695.58	\$44,085	18F	\$21.5657	\$1,725.25	\$44,857
18G	\$21.5029	\$1,720.23	\$44,726	18G	\$21.6642	\$1,733.14	\$45,062	18G	\$22.0433	\$1,763.47	\$45,850
18H	\$21.9764	\$1,758.11	\$45,711	18H	\$22.1412	\$1,771.30	\$46,054	18H	\$22.5287	\$1,802.30	\$46,860

FY2020 January 1, 2020				FY2021 January 1, 2021				FY2022 January 1, 2022			
STEP	HOURLY	BI-WK	ANNUAL	STEP	HOURLY	BI-WK	ANNUAL	STEP	HOURLY	BI-WK	ANNUAL
3A	\$12.4540	\$996.32	\$25,904	3A	\$12.6283	\$1,010.27	\$26,267	3A	\$12.8051	\$1,024.41	\$26,635
3B	\$12.6852	\$1,014.82	\$26,385	3B	\$12.8628	\$1,029.02	\$26,755	3B	\$13.0429	\$1,043.43	\$27,129
3C	\$12.9243	\$1,033.94	\$26,883	3C	\$13.1052	\$1,048.42	\$27,259	3C	\$13.2887	\$1,063.10	\$27,641
3D	\$13.1674	\$1,053.39	\$27,388	3D	\$13.3518	\$1,068.14	\$27,772	3D	\$13.5387	\$1,083.10	\$28,160
3E	\$13.4166	\$1,073.33	\$27,906	3E	\$13.6044	\$1,088.35	\$28,297	3E	\$13.7949	\$1,103.59	\$28,693
3F	\$13.6730	\$1,093.84	\$28,440	3F	\$13.8644	\$1,109.15	\$28,838	3F	\$14.0585	\$1,124.68	\$29,242
3G	\$13.9350	\$1,114.80	\$28,985	3G	\$14.1300	\$1,130.40	\$29,390	3G	\$14.3279	\$1,146.23	\$29,802
3H	\$14.2043	\$1,136.34	\$29,545	3H	\$14.4031	\$1,152.25	\$29,958	3H	\$14.6048	\$1,168.38	\$30,378
5A	\$13.3903	\$1,071.22	\$27,852	5A	\$13.5778	\$1,086.22	\$28,242	5A	\$13.7678	\$1,101.43	\$28,637
5B	\$13.6283	\$1,090.27	\$28,347	5B	\$13.8191	\$1,105.53	\$28,744	5B	\$14.0126	\$1,121.01	\$29,146
5C	\$13.8729	\$1,109.83	\$28,856	5C	\$14.0671	\$1,125.37	\$29,260	5C	\$14.2641	\$1,141.13	\$29,669
5D	\$14.1562	\$1,132.50	\$29,445	5D	\$14.3544	\$1,148.35	\$29,857	5D	\$14.5554	\$1,164.43	\$30,275
5E	\$14.4305	\$1,154.44	\$30,015	5E	\$14.6326	\$1,170.60	\$30,436	5E	\$14.8374	\$1,186.99	\$30,862
5F	\$14.7144	\$1,177.15	\$30,606	5F	\$14.9204	\$1,193.63	\$31,034	5F	\$15.1292	\$1,210.34	\$31,469
5G	\$14.9993	\$1,199.94	\$31,198	5G	\$15.2092	\$1,216.74	\$31,635	5G	\$15.4222	\$1,233.77	\$32,078
5H	\$15.2987	\$1,223.89	\$31,821	5H	\$15.5129	\$1,241.03	\$32,267	5H	\$15.7300	\$1,258.40	\$32,718
9A	\$15.4971	\$1,239.76	\$32,234	9A	\$15.7140	\$1,257.12	\$32,685	9A	\$15.9340	\$1,274.72	\$33,143
9B	\$15.8071	\$1,264.57	\$32,879	9B	\$16.0284	\$1,282.27	\$33,339	9B	\$16.2528	\$1,300.22	\$33,806
9C	\$16.1222	\$1,289.78	\$33,534	9C	\$16.3479	\$1,307.83	\$34,004	9C	\$16.5768	\$1,326.14	\$34,480
9D	\$16.4479	\$1,315.83	\$34,212	9D	\$16.6782	\$1,334.25	\$34,691	9D	\$16.9117	\$1,352.93	\$35,176
9E	\$16.7769	\$1,342.15	\$34,896	9E	\$17.0118	\$1,360.94	\$35,385	9E	\$17.2499	\$1,380.00	\$35,880
9F	\$17.1205	\$1,369.64	\$35,611	9F	\$17.3602	\$1,388.82	\$36,109	9F	\$17.6033	\$1,408.26	\$36,615
9G	\$17.4680	\$1,397.44	\$36,333	9G	\$17.7125	\$1,417.00	\$36,842	9G	\$17.9605	\$1,436.84	\$37,358
9H	\$17.8245	\$1,425.96	\$37,075	9H	\$18.0740	\$1,445.92	\$37,594	9H	\$18.3270	\$1,466.16	\$38,120
11A	\$16.7289	\$1,338.31	\$34,796	11A	\$16.9631	\$1,357.05	\$35,283	11A	\$17.2006	\$1,376.05	\$35,777
11B	\$17.0713	\$1,365.71	\$35,508	11B	\$17.3103	\$1,384.83	\$36,006	11B	\$17.5527	\$1,404.22	\$36,510
11C	\$17.4150	\$1,393.20	\$36,223	11C	\$17.6588	\$1,412.70	\$36,730	11C	\$17.9060	\$1,432.48	\$37,245
11D	\$17.7708	\$1,421.66	\$36,963	11D	\$18.0196	\$1,441.57	\$37,481	11D	\$18.2719	\$1,461.75	\$38,005
11E	\$18.1345	\$1,450.76	\$37,720	11E	\$18.3884	\$1,471.07	\$38,248	11E	\$18.6458	\$1,491.66	\$38,783
11F	\$18.5106	\$1,480.84	\$38,502	11F	\$18.7697	\$1,501.58	\$39,041	11F	\$19.0325	\$1,522.60	\$39,588
11G	\$18.8960	\$1,511.68	\$39,304	11G	\$19.1605	\$1,532.84	\$39,854	11G	\$19.4288	\$1,554.30	\$40,412
11H	\$19.2888	\$1,543.10	\$40,121	11H	\$19.5588	\$1,564.71	\$40,682	11H	\$19.8327	\$1,586.61	\$41,252
12A	\$17.3938	\$1,391.50	\$36,179	12A	\$17.6373	\$1,410.98	\$36,686	12A	\$17.8842	\$1,430.74	\$37,199
12B	\$17.7479	\$1,419.83	\$36,916	12B	\$17.9964	\$1,439.71	\$37,432	12B	\$18.2483	\$1,459.87	\$37,957
12C	\$18.1105	\$1,448.84	\$37,670	12C	\$18.3641	\$1,469.13	\$38,197	12C	\$18.6212	\$1,489.69	\$38,732
12D	\$18.4843	\$1,478.74	\$38,447	12D	\$18.7430	\$1,499.44	\$38,986	12D	\$19.0054	\$1,520.44	\$39,531
12E	\$18.8686	\$1,509.49	\$39,247	12E	\$19.1328	\$1,530.62	\$39,796	12E	\$19.4006	\$1,552.05	\$40,353
12F	\$19.2625	\$1,541.00	\$40,066	12F	\$19.5322	\$1,562.57	\$40,627	12F	\$19.8056	\$1,584.45	\$41,196
12G	\$19.6636	\$1,573.09	\$40,900	12G	\$19.9389	\$1,595.11	\$41,473	12G	\$20.2180	\$1,617.44	\$42,054
12H	\$20.0742	\$1,605.94	\$41,754	12H	\$20.3553	\$1,628.42	\$42,339	12H	\$20.6403	\$1,651.22	\$42,932
15A	\$19.5821	\$1,566.57	\$40,731	15A	\$19.8562	\$1,588.50	\$41,301	15A	\$20.1342	\$1,610.74	\$41,879
15B	\$19.9938	\$1,599.50	\$41,587	15B	\$20.2737	\$1,621.90	\$42,169	15B	\$20.5575	\$1,644.60	\$42,760
15C	\$20.4140	\$1,633.12	\$42,461	15C	\$20.6998	\$1,655.98	\$43,055	15C	\$20.9896	\$1,679.16	\$43,658
15D	\$20.8463	\$1,667.71	\$43,360	15D	\$21.1382	\$1,691.06	\$43,967	15D	\$21.4341	\$1,714.73	\$44,583
15E	\$21.2854	\$1,702.83	\$44,274	15E	\$21.5834	\$1,726.67	\$44,893	15E	\$21.8856	\$1,750.85	\$45,522
15F	\$21.7403	\$1,739.22	\$45,220	15F	\$22.0446	\$1,763.57	\$45,853	15F	\$22.3532	\$1,788.26	\$46,495
15G	\$22.2039	\$1,776.31	\$46,184	15G	\$22.5148	\$1,801.18	\$46,831	15G	\$22.8300	\$1,826.40	\$47,486
15H	\$22.6788	\$1,814.30	\$47,172	15H	\$22.9963	\$1,839.71	\$47,832	15H	\$23.3183	\$1,865.46	\$48,502
18A	\$19.6273	\$1,570.19	\$40,825	18A	\$19.9021	\$1,592.17	\$41,396	18A	\$20.1808	\$1,614.46	\$41,976
18B	\$20.0524	\$1,604.19	\$41,709	18B	\$20.3331	\$1,626.65	\$42,293	18B	\$20.6178	\$1,649.42	\$42,885
18C	\$20.4904	\$1,639.23	\$42,620	18C	\$20.7773	\$1,662.18	\$43,217	18C	\$21.0682	\$1,685.45	\$43,822
18D	\$20.9374	\$1,674.99	\$43,550	18D	\$21.2305	\$1,698.44	\$44,160	18D	\$21.5278	\$1,722.22	\$44,778
18E	\$21.3966	\$1,711.73	\$44,505	18E	\$21.6962	\$1,735.69	\$45,128	18E	\$21.9999	\$1,759.99	\$45,760
18F	\$21.8676	\$1,749.41	\$45,485	18F	\$22.1737	\$1,773.90	\$46,121	18F	\$22.4842	\$1,798.73	\$46,767
18G	\$22.3519	\$1,788.15	\$46,492	18G	\$22.6649	\$1,813.19	\$47,143	18G	\$22.9822	\$1,838.57	\$47,803
18H	\$22.8441	\$1,827.53	\$47,516	18H	\$23.1639	\$1,853.11	\$48,181	18H	\$23.4882	\$1,879.06	\$48,855

FY2023 January 1, 2023				FY2024 January 1, 2024				FY2025 January 1, 2025			
STEP	HOURLY	BI-WK	ANNUAL	STEP	HOURLY	BI-WK	ANNUAL	STEP	HOURLY	BI-WK	ANNUAL
3A	\$12.9844	\$1,038.75	\$27,008	3A	\$13.1662	\$1,053.29	\$27,386	3A	\$13.3966	\$1,071.73	\$27,865
3B	\$13.2255	\$1,058.04	\$27,509	3B	\$13.4106	\$1,072.85	\$27,894	3B	\$13.6453	\$1,091.63	\$28,382
3C	\$13.4748	\$1,077.98	\$28,027	3C	\$13.6634	\$1,093.07	\$28,420	3C	\$13.9025	\$1,112.20	\$28,917
3D	\$13.7282	\$1,098.26	\$28,555	3D	\$13.9204	\$1,113.63	\$28,954	3D	\$14.1640	\$1,133.12	\$29,461
3E	\$13.9880	\$1,119.04	\$29,095	3E	\$14.1838	\$1,134.71	\$29,502	3E	\$14.4321	\$1,154.56	\$30,019
3F	\$14.2553	\$1,140.42	\$29,651	3F	\$14.4549	\$1,156.39	\$30,066	3F	\$14.7078	\$1,176.63	\$30,592
3G	\$14.5285	\$1,162.28	\$30,219	3G	\$14.7319	\$1,178.55	\$30,642	3G	\$14.9897	\$1,199.17	\$31,178
3H	\$14.8092	\$1,184.74	\$30,803	3H	\$15.0166	\$1,201.32	\$31,234	3H	\$15.2794	\$1,222.35	\$31,781
5A	\$13.9606	\$1,116.85	\$29,038	5A	\$14.1560	\$1,132.48	\$29,445	5A	\$14.4038	\$1,152.30	\$29,960
5B	\$14.2088	\$1,136.70	\$29,554	5B	\$14.4077	\$1,152.61	\$29,968	5B	\$14.6598	\$1,172.79	\$30,492
5C	\$14.4638	\$1,157.10	\$30,085	5C	\$14.6663	\$1,173.30	\$30,506	5C	\$14.9229	\$1,193.84	\$31,040
5D	\$14.7592	\$1,180.73	\$30,699	5D	\$14.9658	\$1,197.26	\$31,129	5D	\$15.2277	\$1,218.21	\$31,674
5E	\$15.0451	\$1,203.61	\$31,294	5E	\$15.2558	\$1,220.46	\$31,732	5E	\$15.5227	\$1,241.82	\$32,287
5F	\$15.3411	\$1,227.28	\$31,909	5F	\$15.5558	\$1,244.47	\$32,356	5F	\$15.8281	\$1,266.24	\$32,922
5G	\$15.6381	\$1,251.05	\$32,527	5G	\$15.8570	\$1,268.56	\$32,983	5G	\$16.1345	\$1,290.76	\$33,560
5H	\$15.9503	\$1,276.02	\$33,177	5H	\$16.1736	\$1,293.88	\$33,641	5H	\$16.4566	\$1,316.53	\$34,230
9A	\$16.1571	\$1,292.57	\$33,607	9A	\$16.3833	\$1,310.66	\$34,077	9A	\$16.6700	\$1,333.60	\$34,674
9B	\$16.4803	\$1,318.42	\$34,279	9B	\$16.7110	\$1,336.88	\$34,759	9B	\$17.0035	\$1,360.28	\$35,367
9C	\$16.8088	\$1,344.71	\$34,962	9C	\$17.0442	\$1,363.53	\$35,452	9C	\$17.3424	\$1,387.40	\$36,072
9D	\$17.1484	\$1,371.87	\$35,669	9D	\$17.3885	\$1,391.08	\$36,168	9D	\$17.6928	\$1,415.42	\$36,801
9E	\$17.4914	\$1,399.32	\$36,382	9E	\$17.7363	\$1,418.91	\$36,892	9E	\$18.0467	\$1,443.74	\$37,537
9F	\$17.8497	\$1,427.98	\$37,127	9F	\$18.0996	\$1,447.97	\$37,647	9F	\$18.4164	\$1,473.31	\$38,306
9G	\$18.2120	\$1,456.96	\$37,881	9G	\$18.4669	\$1,477.35	\$38,411	9G	\$18.7901	\$1,503.21	\$39,083
9H	\$18.5836	\$1,486.69	\$38,654	9H	\$18.8438	\$1,507.50	\$39,195	9H	\$19.1736	\$1,533.88	\$39,881
11A	\$17.4414	\$1,395.31	\$36,278	11A	\$17.6856	\$1,414.84	\$36,786	11A	\$17.9950	\$1,439.60	\$37,430
11B	\$17.7984	\$1,423.87	\$37,021	11B	\$18.0476	\$1,443.81	\$37,539	11B	\$18.3634	\$1,469.08	\$38,196
11C	\$18.1567	\$1,452.54	\$37,766	11C	\$18.4109	\$1,472.87	\$38,295	11C	\$18.7331	\$1,498.65	\$38,965
11D	\$18.5277	\$1,482.21	\$38,538	11D	\$18.7871	\$1,502.97	\$39,077	11D	\$19.1158	\$1,529.27	\$39,761
11E	\$18.9068	\$1,512.55	\$39,326	11E	\$19.1715	\$1,533.72	\$39,877	11E	\$19.5070	\$1,560.56	\$40,575
11F	\$19.2989	\$1,543.92	\$40,142	11F	\$19.5691	\$1,565.53	\$40,704	11F	\$19.9116	\$1,592.93	\$41,416
11G	\$19.7008	\$1,576.06	\$40,978	11G	\$19.9766	\$1,598.13	\$41,551	11G	\$20.3262	\$1,626.09	\$42,278
11H	\$20.1103	\$1,608.83	\$41,829	11H	\$20.3919	\$1,631.35	\$42,415	11H	\$20.7487	\$1,659.90	\$43,157
12A	\$18.1346	\$1,450.77	\$37,720	12A	\$18.3885	\$1,471.08	\$38,248	12A	\$18.7103	\$1,496.82	\$38,917
12B	\$18.5038	\$1,480.30	\$38,488	12B	\$18.7629	\$1,501.03	\$39,027	12B	\$19.0912	\$1,527.30	\$39,710
12C	\$18.8819	\$1,510.55	\$39,274	12C	\$19.1462	\$1,531.70	\$39,824	12C	\$19.4813	\$1,558.50	\$40,521
12D	\$19.2715	\$1,541.72	\$40,085	12D	\$19.5413	\$1,563.31	\$40,646	12D	\$19.8833	\$1,590.66	\$41,357
12E	\$19.6722	\$1,573.78	\$40,918	12E	\$19.9477	\$1,595.81	\$41,491	12E	\$20.2967	\$1,623.74	\$42,217
12F	\$20.0829	\$1,606.63	\$41,772	12F	\$20.3641	\$1,629.13	\$42,357	12F	\$20.7204	\$1,657.64	\$43,099
12G	\$20.5011	\$1,640.09	\$42,642	12G	\$20.7881	\$1,663.05	\$43,239	12G	\$21.1519	\$1,692.15	\$43,996
12H	\$20.9292	\$1,674.34	\$43,533	12H	\$21.2222	\$1,697.78	\$44,142	12H	\$21.5936	\$1,727.49	\$44,915
15A	\$20.4161	\$1,633.29	\$42,465	15A	\$20.7019	\$1,656.15	\$43,060	15A	\$21.0642	\$1,685.14	\$43,814
15B	\$20.8453	\$1,667.63	\$43,358	15B	\$21.1372	\$1,690.97	\$43,965	15B	\$21.5071	\$1,720.56	\$44,735
15C	\$21.2834	\$1,702.67	\$44,269	15C	\$21.5814	\$1,726.51	\$44,889	15C	\$21.9590	\$1,756.72	\$45,675
15D	\$21.7342	\$1,738.74	\$45,207	15D	\$22.0385	\$1,763.08	\$45,840	15D	\$22.4242	\$1,793.93	\$46,642
15E	\$22.1920	\$1,775.36	\$46,159	15E	\$22.5026	\$1,800.21	\$46,806	15E	\$22.8964	\$1,831.72	\$47,625
15F	\$22.6662	\$1,813.30	\$47,146	15F	\$22.9835	\$1,838.68	\$47,806	15F	\$23.3857	\$1,870.86	\$48,642
15G	\$23.1496	\$1,851.97	\$48,151	15G	\$23.4737	\$1,877.90	\$48,825	15G	\$23.8845	\$1,910.76	\$49,680
15H	\$23.6447	\$1,891.58	\$49,181	15H	\$23.9757	\$1,918.06	\$49,870	15H	\$24.3953	\$1,951.63	\$50,742
18A	\$20.4633	\$1,637.06	\$42,564	18A	\$20.7498	\$1,659.98	\$43,160	18A	\$21.1129	\$1,689.03	\$43,915
18B	\$20.9065	\$1,672.52	\$43,485	18B	\$21.1991	\$1,695.93	\$44,094	18B	\$21.5701	\$1,725.61	\$44,866
18C	\$21.3631	\$1,709.05	\$44,435	18C	\$21.6622	\$1,732.98	\$45,057	18C	\$22.0413	\$1,763.30	\$45,846
18D	\$21.8292	\$1,746.33	\$45,405	18D	\$22.1348	\$1,770.78	\$46,040	18D	\$22.5221	\$1,801.77	\$46,846
18E	\$22.3079	\$1,784.63	\$46,400	18E	\$22.6202	\$1,809.62	\$47,050	18E	\$23.0161	\$1,841.29	\$47,873
18F	\$22.7990	\$1,823.92	\$47,422	18F	\$23.1181	\$1,849.45	\$48,086	18F	\$23.5227	\$1,881.82	\$48,927
18G	\$23.3039	\$1,864.31	\$48,472	18G	\$23.6302	\$1,890.41	\$49,151	18G	\$24.0437	\$1,923.50	\$50,011
18H	\$23.8171	\$1,905.36	\$49,539	18H	\$24.1505	\$1,932.04	\$50,233	18H	\$24.5731	\$1,965.85	\$51,112

FY2026 January 1, 2026			
STEP	HOURLY	BI-WK	ANNUAL
3A	\$13.6645	\$1,093.16	\$28,422.18
3B	\$13.9182	\$1,113.46	\$28,949.92
3C	\$14.1806	\$1,134.45	\$29,495.57
3D	\$14.4473	\$1,155.79	\$30,050.42
3E	\$14.7207	\$1,177.66	\$30,619.05
3F	\$15.0020	\$1,200.16	\$31,204.14
3G	\$15.2895	\$1,223.16	\$31,802.06
3H	\$15.5849	\$1,246.80	\$32,416.67
5A	\$14.6918	\$1,175.35	\$30,559.04
5B	\$14.9530	\$1,196.24	\$31,102.27
5C	\$15.2214	\$1,217.71	\$31,660.50
5D	\$15.5322	\$1,242.58	\$32,307.06
5E	\$15.8332	\$1,266.66	\$32,933.04
5F	\$16.1446	\$1,291.57	\$33,580.80
5G	\$16.4572	\$1,316.58	\$34,230.99
5H	\$16.7857	\$1,342.86	\$34,914.32
9A	\$17.0034	\$1,360.27	\$35,367.05
9B	\$17.3435	\$1,387.48	\$36,074.58
9C	\$17.6893	\$1,415.14	\$36,793.73
9D	\$18.0467	\$1,443.73	\$37,537.07
9E	\$18.4076	\$1,472.61	\$38,287.91
9F	\$18.7847	\$1,502.77	\$39,072.15
9G	\$19.1659	\$1,533.27	\$39,865.09
9H	\$19.5570	\$1,564.56	\$40,678.61
11A	\$18.3550	\$1,468.40	\$38,178.30
11B	\$18.7307	\$1,498.46	\$38,959.87
11C	\$19.1077	\$1,528.62	\$39,744.11
11D	\$19.4982	\$1,559.85	\$40,556.17
11E	\$19.8972	\$1,591.77	\$41,386.14
11F	\$20.3098	\$1,624.79	\$42,244.41
11G	\$20.7327	\$1,658.61	\$43,123.99
11H	\$21.1637	\$1,693.10	\$44,020.50
12A	\$19.0845	\$1,526.76	\$39,695.71
12B	\$19.4730	\$1,557.84	\$40,503.90
12C	\$19.8709	\$1,589.67	\$41,331.45
12D	\$20.2810	\$1,622.48	\$42,184.41
12E	\$20.7027	\$1,656.21	\$43,061.56
12F	\$21.1349	\$1,690.79	\$43,960.49
12G	\$21.5749	\$1,726.00	\$44,875.87
12H	\$22.0255	\$1,762.04	\$45,813.04
15A	\$21.4855	\$1,718.84	\$44,689.80
15B	\$21.9372	\$1,754.98	\$45,629.38
15C	\$22.3982	\$1,791.86	\$46,588.32
15D	\$22.8726	\$1,829.81	\$47,575.09
15E	\$23.3544	\$1,868.35	\$48,577.10
15F	\$23.8534	\$1,908.28	\$49,615.16
15G	\$24.3622	\$1,948.97	\$50,673.31
15H	\$24.8832	\$1,990.66	\$51,757.11
18A	\$21.5352	\$1,722.81	\$44,793.12
18B	\$22.0015	\$1,760.12	\$45,763.19
18C	\$22.4821	\$1,798.57	\$46,762.78
18D	\$22.9726	\$1,837.81	\$47,782.94
18E	\$23.4764	\$1,878.11	\$48,830.93
18F	\$23.9932	\$1,919.45	\$49,905.77
18G	\$24.5246	\$1,961.97	\$51,011.11
18H	\$25.0646	\$2,005.17	\$52,134.34

DECATUR PUBLIC LIBRARY
PROMOTIONAL CHAIN

Building Custodian
To
Senior Building Custodian

Library Page
To
Head Library Page
Telephone Page

Head Library Page
Telephone Page
To
Technical Services Clerk I
Library Clerk I
Catalog Clerk I
Library Driver

Technical Services Clerk I
Library Clerk I
Catalog Clerk I
Library Driver
To
Library Clerk II
Catalog Clerk II
Extension Clerk
Bookmobile Clerk Driver
Acquisitions/Interlibrary Loan Clerk II

Library Clerk II
Catalog Clerk II
Extension Clerk
Bookmobile Clerk Driver
Acquisitions/Interlibrary Loan Clerk II
To
Junior Cataloger

Experience in any of these positions is not necessarily preparatory for the Library Assistant position. A bachelor's degree is required for this position.

EXHIBIT A

BENEFIT HIGHLIGHTS

Your health care benefits are highlighted below. However, to fully understand your benefits, it is very important that you read this entire benefit booklet.

THE UTILIZATION REVIEW PROGRAM	A special program designed to assist you in determining the course of treatment that will maximize your benefits under this benefit booklet
Lifetime Maximum for all Benefits	\$2,000,000
Individual Deductible	
— Participating Provider	\$100 per calendar year
— Non-Participating and Non-Administrator Provider	\$200 per calendar year
Family Deductible	3 individual deductibles
Individual Out-of-Pocket Expense Limit (does not apply to all services)	
— Participating Provider	\$900 per calendar year
— Non-Participating Provider	\$4,800 per calendar year
— Non-Administrator Provider	No limit
Family Out-of-Pocket Expense Limit	
— Participating Provider	\$2,700 per benefit period
— Non-Participating Provider	\$14,400 per benefit period
— Non-Administrator Provider	No limit
Private Duty Nursing Service Benefit Maximum	\$1,000 per month
Chiropractic and Osteopathic Manipulation Benefit Maximum	\$1,000 per calendar year
Physical Therapy Services Benefit Maximum	\$1,000 per calendar year
Occupational Therapy Benefit Maximum	\$1,000 per calendar year
Speech Therapy Benefit Maximum	\$1,000 per calendar year
Temporomandibular Joint Dysfunction and Related Disorders Lifetime Maximum	\$1,000

EXHIBIT B

Outpatient Treatment of Mental Illness and Outpatient Substance Abuse Rehabilitation Treatment Calendar Year Maximum	20 visits
Combined Lifetime Maximum Inpatient Treatment of Mental Illness and Substance Abuse Rehabilitation Treatment	200 days

HOSPITAL BENEFITS

Payment level for Covered Services from a

Participating Provider:

- | | |
|--|----------------------------|
| — Inpatient Covered Services | 80% of the Eligible Charge |
| — Outpatient Covered Services | 80% of the Eligible Charge |
| — Outpatient Treatment of Mental Illness and Outpatient Substance Abuse Rehabilitation Treatment | 80% of the Eligible Charge |

Payment level for Covered Services from a

Non-Participating Provider:

- | | |
|--|----------------------------|
| — Inpatient Covered Services | 60% of the Eligible Charge |
| — Outpatient Covered Services | 60% of the Eligible Charge |
| — Outpatient Treatment of Mental Illness and Outpatient Substance Abuse Rehabilitation Treatment | 60% of the Eligible Charge |

Payment level for Covered Services from a

Non-Administrator Provider

50% of the Eligible Charge

Hospital Emergency Care

- | | |
|--|--|
| — Payment level for Emergency Accident Care from either a Participating, Non-Participating or Non-Administrator Provider | 100% of the Eligible Charge, no deductible |
|--|--|

EXHIBIT B

- Payment level for Emergency Medical Care from either a Participating, Non-Participating or Non-Administrator Provider 100% of the Eligible Charge, no deductible

PHYSICIAN BENEFITS

Payment level for Surgical/
Medical Covered Services

- **Participating Provider** 80% of the Maximum Allowance
- **Non-Participating Provider** 60% of the Maximum Allowance

Payment level for Emergency Accident Care 100% of the Maximum Allowance, no deductible

Payment level for Emergency Medical Care 100% of the Maximum Allowance, no deductible

Payment level for Outpatient Treatment of Mental Illness and Outpatient Substance Abuse Rehabilitation Treatment

- **Participating Provider** 80% of the Maximum Allowance
- **Non-Participating Provider** 60% of the Maximum Allowance

Additional Surgical Opinion 100% of the Claim Charge, no deductible

OTHER COVERED SERVICES

Payment level 80% of the Eligible Charge or Maximum Allowance

TO IDENTIFY NON-ADMINISTRATOR AND ADMINISTRATOR HOSPITALS OR FACILITIES, YOU SHOULD CONTACT THE CLAIM ADMINISTRATOR BY CALLING THE CUSTOMER SERVICE TOLL-FREE TELEPHONE NUMBER ON YOUR IDENTIFICATION CARD.

EXHIBIT B

Public Works

DATE: 3/2/2017

MEMO: 2017-15

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, P.E., Public Works Director

SUBJECT: Allocation of Motor Fuel Tax Funds for Municipal Maintenance Costs

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve the attached resolution appropriating \$505,000.00 in State Motor Fuel Tax (MFT) funds dedicated to general street maintenance, and that the Mayor be authorized to sign said resolution, and the City Clerk to attest. Items covered by this allocation specifically include:

- Reimbursing the General fund for annual traffic signal maintenance costs (\$410,000),
- Providing concrete for street maintenance work performed by City forces (\$20,000),
- Purchasing road salt to support the City's winter maintenance operations (\$75,000).

BACKGROUND:

Traffic Signal Maintenance

For many years the City has allocated State MFT funds to reimburse the General Fund for the traffic signal maintenance operations performed by the Public Works Department. The funds cover the salary and benefits of two City Electricians, the costs for their vehicles, materials used, traffic signal electricity costs, and contracted services. The Illinois Department of Transportation (IDOT) reimburses the City for a portion of the maintenance work, materials, and electricity costs incurred for maintaining traffic signals located on State highways in the City. These reimbursements are deposited into the MFT fund. The amount of the transfer was determined by the Finance Department during budget preparation based on actual expenditures the previous year.

Concrete for Street Maintenance

In 2013, the City began allocating State MFT funds to provide concrete for street maintenance work performed by City staff with the Public Works Department. City crews are able to perform concrete repairs at a lower cost than can be obtained by contracting out

similar work. Increasing the materials available for concrete repair work improves the ability of the City to maintain its street system and stretch its limited funds further.

Road Salt

The City purchases road salt to help clear ice from the streets during the winter. Salt purchases are made through the State bidding process conducted by the Illinois Department of Central Management Services (CMS). In the spring of each year, the City must place an order with CMS before bids are received. Prior to 2014, the City purchased road salt from the General Operating Fund; however, due to current budget difficulties and road salt costs, the State MFT allocation includes funding to purchase road salt for the City's winter operations. The appropriation for salt purchase in 2017 has been reduced because of low salt use during winter 2016-17.

SCHEDULE: Traffic signal maintenance and concrete street work are ongoing operations year round. Sufficient salt is purchased as necessary to support winter snow/ice removal operations and to assure that each winter season begins with a full salt supply on hand. Additional salt is purchased as the City's salt reserves are depleted.

PRIOR COUNCIL ACTION:

Each year the City Council appropriates State Motor Fuel Tax (MFT) funds for general street maintenance operations. In 2014, the City began including road salt as part of the yearly MFT expenditure estimate. This allocation is identified each fiscal year in the City's Capital Improvement plan.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: Illinois Department of Transportation

STAFF REFERENCE: Richard Marley, Public Works Director and Matt Newell, City Engineer. Richard Marley will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for the current year's general maintenance street work is allocated in the State Motor Fuel Tax fund. The State MFT funds allocated by this resolution are \$505,000.00, and are expended through the year in support of the identified operations.

Staffing Impact: Staffing time is allocated for these operations as the City for a portion of the maintenance work, materials, and electricity costs incurred for maintaining traffic signals located on State highways in the City. These reimbursements are deposited into the MFT fund. The amount of the transfer was determined by the Finance Department during budget preparation based on actual expenditures the previous year.

ATTACHMENTS:

Description	Type
2017-15 Resolution	Resolution Letter
2017-15 IDOT BLR 14231	Backup Material
2017-15 BLR 14230 IDOT Resolution	Backup Material

RESOLUTION NO. _____

**RESOLUTION TO APPROPRIATE MOTOR FUEL TAX FUNDS
FOR TRAFFIC SIGNAL MAINTENANCE AND STREET MAINTENANCE
BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE**

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:**

Section 1. That there is hereby appropriated the sum of \$505,000.00 of Motor Fuel Tax funds for the purpose of traffic signal maintenance, to provide concrete for street maintenance and purchase road salt for the City of Decatur, Illinois, from January 1, 2017 to December 31, 2017.

Section 2. That traffic signal maintenance, concrete for street maintenance, the purchase of road salt and operations as listed and described on the Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

Section 3. That the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

Section 4. That the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 20th day of March, 2017.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBBIE BRIGHT, CITY CLERK



Local Public Agency: City of Decatur
County: Macon
Section Number: 16-00000-00-GM

Section Number: 16-00000-00-GM

[illegible]

Submitted: _____ Approved: _____

Municipal Official Title Regional Engineer

Date Date



**Illinois Department
of Transportation**

**Resolution for Maintenance of
Streets and Highways by Municipality
Under the Illinois Highway Code**

BE IT RESOLVED, by the City Council of the
(Council or President and Board of Trustees)
City Decatur of Decatur, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$505,000.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2017
(Date)
to December 31, 2017.
(Date)

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

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

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

I, Debbie Bright Clerk in and for the City
(City, Town or Village)
of Decatur, County of Macon

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

the City Council at a meeting on March 20, 2017
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 20th day of March, 2017.

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

<p align="center">Approved</p> <p align="center">_____ Regional Engineer Department of Transportation</p> <p align="center">_____ Date</p>

Public Works

DATE: 3/10/2017

MEMO: 2017-18

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, P.E., Public Works Director

SUBJECT:
Resolution Appropriating Motor Fuel Tax Funds for Street Improvements,
City Project 2017-08

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum No. 2017-18 and related other attachments included.

ATTACHMENTS:

Description	Type
Council Memorandum No. 2017-18	Cover Memo
Resolution to Appropriate State MFT Funds	Resolution Letter
IDOT Form BLR 09111	Backup Material
Location Map for Crack Filling	Backup Material
Location Map Mound Road	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2017-18**

DATE: March 10, 2017

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, P.E., Public Works Director

SUBJECT: Resolution Appropriating Motor Fuel Tax Funds for Street Improvements
City Project 2017-08

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest to appropriating \$750,000 in State Motor Fuel Tax (MFT) funds for the proposed 2017 Street Restoration project, City Project 2017-08.

PRIOR COUNCIL ACTION:

Each year the City Council approves the appropriation of State MFT funds for street improvement work. State MFT funds are allocated for street improvement work as part of the Fiscal Year 2017 Capital Improvement Plan.

BACKGROUND:

State Motor Fuel Taxes are levied and collected by the State of Illinois; funds are allocated to local agencies, and are administered by the Illinois Department of Transportation (IDOT). The City is required to adopt a resolution specifying the allocation of State MFT funds to their intended projects. IDOT must receive an MFT appropriation before they will approve project plans and specifications.

Proposed 2017 Street Improvement

The resolution appropriates \$750,000 in State MFT funds for asphalt street work for the proposed 2017 Street Restoration project, City Project 2017-08. The Street Restoration project is part of the annual maintenance program that generally consists of milling off a portion of an existing asphalt street surface and placing a new asphalt concrete surface course that restores the integrity of the street surface. The 2017 project will perform mill and overlay work on Mound Road between Woodford St. and IL Route 48.

This project will also consist of sealing cracks along the streets downtown which were paved as part of the 2013 Street Restoration Project. After a street is milled and overlaid it is common for cracks to show up in the new pavement as early as a year after the pavement was laid. Sealing these cracks is generally a good idea a few years after the pavement is laid once the cracks have had time to open. Sealing them will help prevent moisture from reaching the layers underneath the pavement surface.

The proposed street list for Street Restoration is as follows (see attached location maps):

Street	Begin	End	Surface Treatment	Length (feet)	Length (Lane Miles)
Mound Road	Woodford St	IL Route 48	Mill and Overlay	6,964	5.46
			Total Length	6,964	5.46

The proposed locations for crack sealing as part of the Street Restoration project are as follows:

Street	Location	Length of road (feet)
N/S Main Street	Between Wood St. and Eldorado St.	1,930
North Street	Between Main St. and Franklin St.	753
William Street	Between Main St. and Franklin St.	747
Prairie Street	Between Alley west of Main St. and Water St.	536
North Park Street	Between Water St. and Franklin St.	320
South Park Street	Between Water St. and Franklin St.	315
E/W Main Street	Between Church St. and Franklin St.	1,128
	Total Length	5,729

SCHEDULE:

Design work for the 2017 Street Restoration Project is currently underway and the plans will be advertised for bid once IDOT approves the plans. The projects are planned to begin around the month of May.

BUDGET/TIME IMPLICATION:

1. **Budget Impact:** The proposed resolutions appropriate \$750,000 in State Motor Fuel Tax funds for the Street Restoration project.
2. **Staffing Impact:** Staff time has been allocated for managing these projects.

LEGAL REVIEW: Legal review of the State Motor Fuel Tax appropriation is not required.

POTENTIAL OBJECTION: There are no known objections to this resolution.

INPUT FROM OTHER SOURCES: Illinois Department of Transportation

STAFF REFERENCE: Richard Marley, Public Works Director, Matt Newell, City Engineer and Griffin Enyart, Civil Engineer II. Richard Marley, will be in attendance at the City Council meeting to answer any questions of the Council on this item.

This memorandum was prepared by Griffin Enyart, P.E., Civil Engineer II.

Attach: 4

RESOLUTION NO. _____

**RESOLUTION TO APPROPRIATE MOTOR FUEL TAX FUNDS
FOR RESTORATION OF STREETS AND HIGHWAYS
BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE
CITY PROJECT 2017-08**

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF DECATUR, ILLINOIS:**

Section 1. That there is hereby appropriated the sum of \$750,000.00 of State Motor Fuel Tax funds for the purpose of resurfacing streets and highways under the applicable provisions of the Illinois Highway Code.

Section 2. That only those streets, highways; and operations as listed and described as part of the City's Street Restoration Project, are eligible for State Motor Fuel Tax funds and shall be designated as Section 17-00708-00-FP.

Section 3. That the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

Section 4. That the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED AND ADOPTED this 20th day of March, 2017.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK



Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the City Council of the
City Decatur of Decatur Illinois
City, Town or Village
Council or President and Board of Trustees

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Various City Streets			

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Resurfacing Mound Road with hot-mix asphalt surface of
depths specified. Crack filling along various streets is also included.

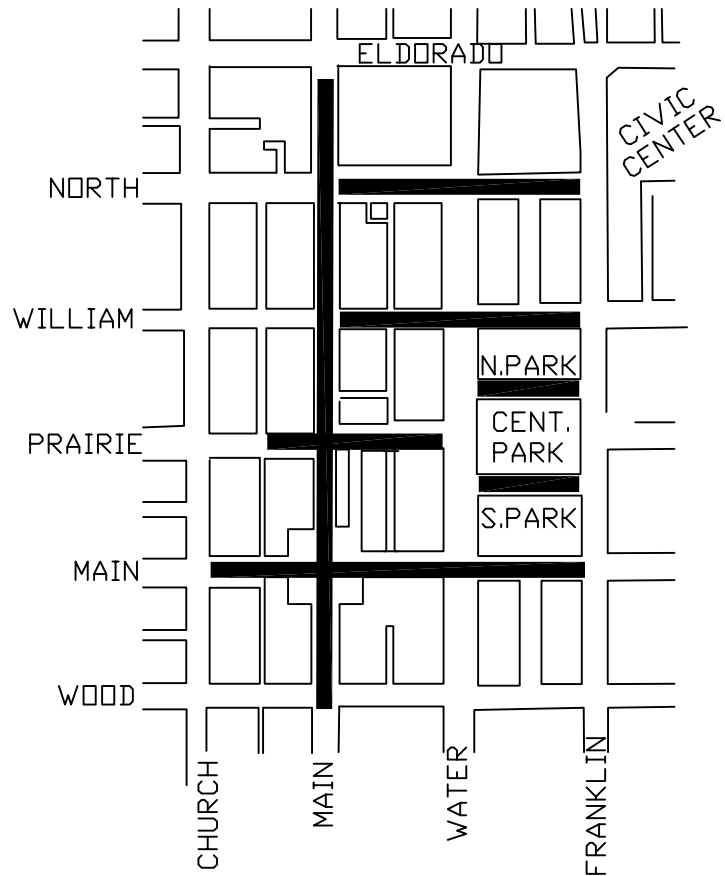
and shall be constructed Varies wide
and be designated as Section 17-00708-00-FP

2. That there is hereby appropriated the (additional ☐ Yes ☒ No) sum of Seven Hundred Fifty
Thousand and NO/100----- Dollars (\$750,000.00) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,
Specify Contract or Day Labor

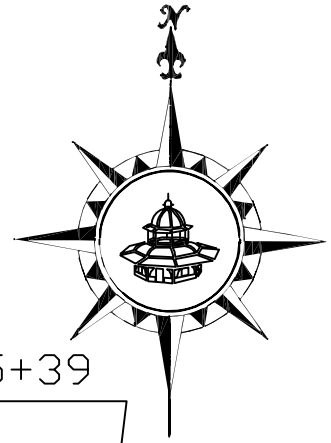
BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the
district office of the Department of Transportation.

<p>Approved</p> <p>Date</p> <p>Department of Transportation</p> <p>Regional Engineer</p>	<p>I, <u>Debra G. Bright</u> Clerk in and for the City <u>Decatur</u> of <u>Decatur</u> City, Town or Village County of <u>Macon</u> , hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the <u>City Council</u> Council or President and Board of Trustees at a meeting on <u>March 20, 2017</u> Date IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 20th <u>March, 2017</u> day of <u>March, 2017</u> (SEAL) <u>Debra G. Bright, City, Town, or Village Clerk</u></p>
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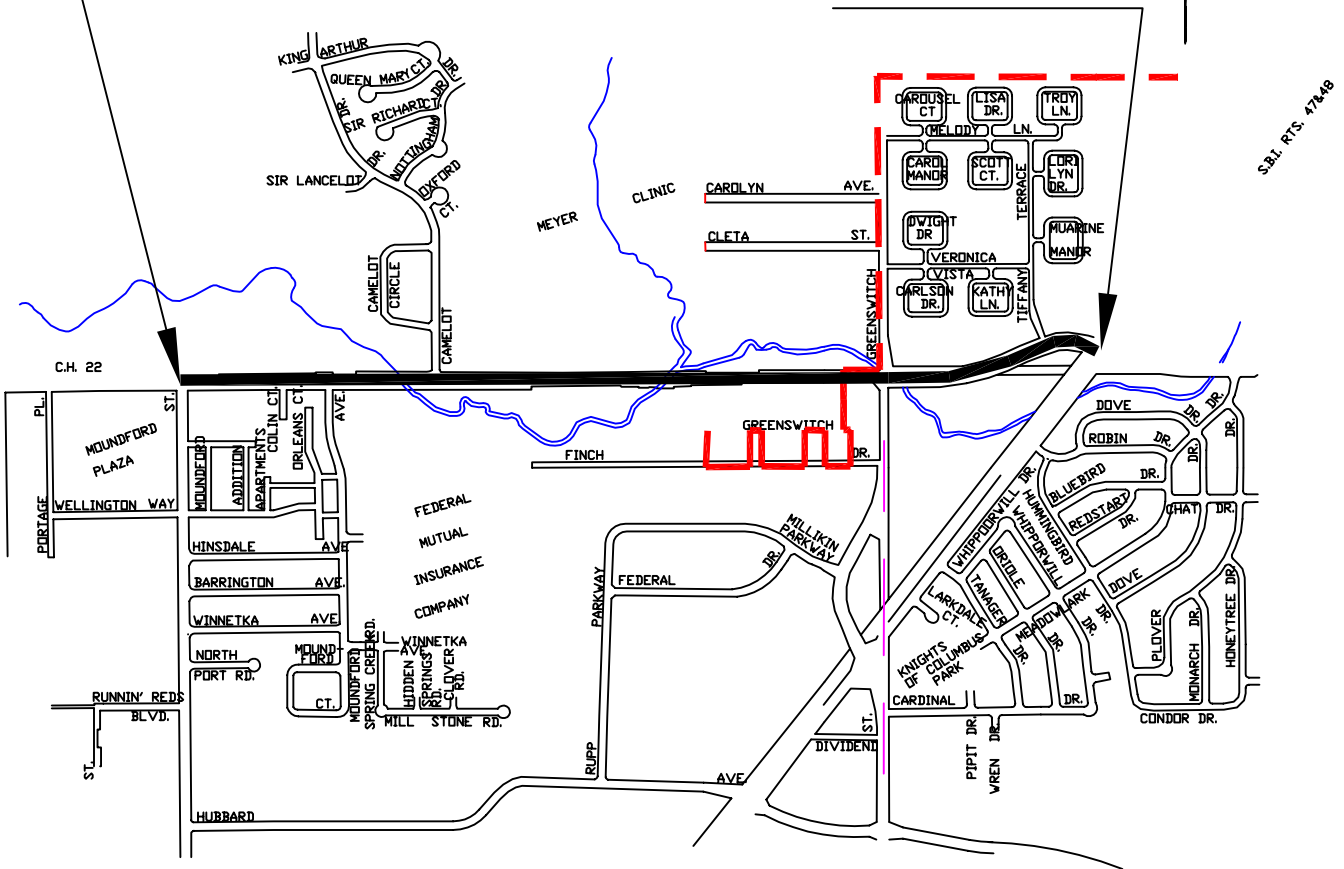
LEGEND

Page 61 of 110



STA 345+75

STA 415+39



2017-08 PROJECT LOCATION MAP

MOUND RD

— MILL & OVERLAY

Public Works

DATE: 3/10/2017

MEMO: 2017-17

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, P.E., Public Works Director

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Browning Chapman, LLC for Improvements to Parking Garages B and C, City Project 2015-03

SUMMARY RECOMMENDATION: Please see the attached Council Memorandum No. 2017-17 with related other attachments for further details.

ATTACHMENTS:

Description	Type
Council Memo No. 2017-17 Parking Garages	Cover Memo
Resolution	Resolution Letter
Carl Walker Recommendation Letter	Backup Material
Executive Summary	Backup Material
Contract Pages	Backup Material
Bid Tab Parking Garages B & C	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2017-17**

DATE: March 10, 2017

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, P.E., Public Works Director

SUBJECT: Resolution to Accept Bid and Authorize the Execution of a Contract with Browning Chapman, LLC for Improvements to Parking Garages B and C City Project 2015-03

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution approving a contract in the amount of \$337,749 for Improvements to Parking Garages B and C, City Project 2015-03, with Browning Chapman, LLC as the lowest qualified and responsible bidder, and that the Mayor be authorized to execute the contract and the City Clerk to attest.

PRIOR COUNCIL ACTION:

- **2009-2011** – The City Council approved 3 resolutions for design and construction of the City's parking garages.
- **December 7, 2015** – The City Council approved Resolution R2015-132 authorizing a Professional Engineering Services Agreement between the City of Decatur and Carl Walker, Inc., to provide design and construction engineering services for the improvement of City Parking Garage B and Parking Garage C for a fee not to exceed \$30,000.
- **September 19, 2016** – The City Council approved Resolution R2016-106 authorizing Change Order #1 to the Professional Engineering Services Agreement between the City of Decatur and Carl Walker, Inc., to provide design and construction engineering services for the improvement of City Parking Garage B (North and Water) and Parking Garage C (Franklin and Wood). Change Order #1 was for \$13,138.75 bringing the total fee for engineering services to \$43,138.75.

BACKGROUND:

Parking Garage B was constructed in 1966 on the northwest corner of North Street and Water Street. The parking garage comprises 4 floors and 681 parking spaces. In 2010 the parking garage was leased to ADM. The lease agreement requires the City to maintain the structural integrity of the building.

Parking Garage C was constructed in 1966 on the northeast corner of Franklin Street and Wood Street. The parking garage is a 2 story structure with 773 parking spaces.

In December 2014, an inspection of Parking Garage C by City staff noted severe deterioration in several structural steel members. Structural engineers with Chastain and Associates, LLC reviewed the deterioration and recommended repairs at two locations. Photographs of the damage and repair are included in Appendix A, see photographs 1 - 3. Chastain also recommended that a thorough structural review be conducted in the parking garages.

In July 2015, the Public Works Department retained the services of Carl Walker Inc., a well known and highly respected national engineering firm specializing in parking garage construction and restoration. Carl Walker was originally retained by the City in 2009 to complete a condition assessment of Parking Garages B and C and they then designed improvements to the parking garages that were completed in 2012.

Carl Walker completed a Parking Garage Condition Assessment Report for Garages B and C in October, 2015. This information has been provided previously to the City Council. The report noted 5 beam ends that required immediate shoring which was completed by Pubic Works personnel (see photographs 4 and 5). The 2015 report recommended that \$300,000 in repairs be made to the parking garages in 2016. The bids in 2016 were significantly higher than expected and were allowed to expire due to a lack of available funding. The recommended improvement table (Table 1 below) originally prepared by Carl Walker in 2015 has been updated with current dates and more accurate project estimates:

Table 1

Recommended Phased Repairs			
Description	2017	2018-2020	2021-2023
Garage B: Estimated Project Totals (2017 Dollars)	\$319,000	\$999,000	\$822,600
Garage C: Estimated Project Totals (2017 Dollars)	\$266,200	\$527,000	\$442,800
Totals	\$585,200	\$1,526,000	\$1,265,400

The proposal for the 2017 parking garage improvement work includes full depth floor repairs, beam and joist repairs, structural steel repairs, and cleaning and painting of rusted steel. Future repairs are focused on repairing brick walls, recoating the decks with waterproof membrane to keep water from further deteriorating the concrete and steel of the structure along with additional floor and beam repairs.

As noted on Table 1, significant investment is required in the City's parking structures in order to manage ongoing structural deterioration.

No Future Funding Allocation

To assure the long term health of the City's parking garages, it is important that ongoing maintenance needs are funded in a timely manner. Parking garages suffer from the same deterioration forces as those acting on pavements and bridges. During the winter, road salt is carried into the garages by cars and soaks into the decks causing increased steel corrosion and concrete deterioration.

State Motor Fuel Tax funds cannot be used on parking garages that have reserved spaces such as Garage C, or that are not open to the general public (Garage B is leased to ADM). There is currently no identified funding for the ongoing maintenance and improvement of the City's parking garages that will be required within the next 5 years.

Project Bid Review

The project plans and specifications were prepared by Engineering Division staff. The project was advertised Wednesday, February 15, 2017 and bids were opened on Wednesday, March 8, 2017. The project was advertised with 11 alternate bid items to assure that all of the allocated funds were used. In addition to the base bids, the priority alternates B2 (beam and ceiling repairs in Garage B) and C4 (cleaning and painting steel beams in Garage C) were selected in order to use the available funding. If it appears that additional funds remain at the end of the project, additional work may be authorized. The additional work identified in the unused alternates constitutes an additional \$164,300 worth of repair work that will go uncompleted due to a lack of funding.

The results for the letting showing the base bids and alternates B2 and C4 are as follows:

<u>Bidder</u>	<u>Bid Price: Base Bids</u> + <u>Alternates B2 + C4</u>	<u>Compared to</u> <u>Engineer's Est.</u> <u>Over (-Under)</u>
Browning Chapman, LLC	\$337,749.00	(7.11%)
Western Specialty Contractors	\$393,427.00	8.20%
Golf Acquisition Group, LLC	\$452,075.00	24.33%
Tarlton Corporation	\$563,550.00	54.98%
Engineer's Estimate	\$363,619.15	-----

Twelve contractors took out bid packets for the Parking Garages B and C Improvements Project and four contractors turned in proposals for the project. Browning Chapman, LLC provided the lowest, qualified bid at 7.11% below the engineer's estimate. Browning Chapman is a structural repair contractor located in Indianapolis, Indiana. They have not completed work for the City in the past. The project engineer, Carl Walker & Associates, has checked references for Browning Chapman and recommends that they be awarded the contract for the parking garage work.

The Parking Garage Improvement Project will adhere to the prevailing wage requirements of the State of Illinois. Staff recommends that the City Council approve a contract with Browning Chapman, LLC, to perform the project.

Contractors for City Projects shall comply with City Code Chapter 28, Article 10, "Minority Participation Goals for Public Works Contracts."

Contractors for City projects shall make a good faith effort to comply with the following minimum goals:

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available; and,
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.

Subcontracting is not required for a City project. Browning Chapman will be performing all of the work for this project and will not be using any subcontractors but will adhere to the requirement that 18% of total hours worked be performed by minority workers.

SCHEDULE: The project will begin in April and should be completed by August.

POTENTIAL OBJECTION: There are no known objections.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is allocated in the Bond Fund. The recommended low bid amount is \$337,749.

Staff Impact: Staff time has been allocated to provide oversight for this project.

INPUT FROM OTHER SOURCES: Carl Walker, Inc.

LEGAL REVIEW: The project was reviewed by the City's Legal Department.

STAFF REFERENCE: Richard Marley, Public Works Director and Matt Newell, City Engineer. Richard Marley will be in attendance at the City Council meeting to answer any questions of the Council on this item.

This Memorandum was prepared by Matt Newell, P.E., City Engineer.

Attach: 5

Cc:

APPENDIX A



Photo 1: Beam end damage found during December 2014 inspection of Parking Garage C.



Photo 2: Deterioration and heavy rusting at structural steel joint in Parking Garage C.



Photo 3: Beam end repair in Parking Garage C completed by Christy-Foltz in April 2015. The deteriorated section was cut out and new structural steel was bolted in place with a structural steel support installed to hold the beam in place.



Photo 4: Shoring currently in place to support a corroded beam in Parking Garage C.



Photo 5: Shoring currently in place to support a corroded beam in Parking Garage C.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A CONTRACT WITH
BROWNING CHAPMAN, LLC, FOR
PARKING GARAGES B & C STRUCTURAL IMPROVEMENTS
CITY PROJECT 2015-03**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:**

Section 1. That the tabulation of bids received for City Project 2015-03, Parking Garages B & C Structural Improvements project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Browning Chapman, LLC, in the amount of \$337,749 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute a contract between the City of Decatur, Illinois, and Browning Chapman, LLC, for said plan, for their bid price of \$337,749.

PRESENTED and ADOPTED this 20th day of March, 2017.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

March 10, 2017

Mr. Matt Newell
City Engineer, Public Works Department
One Gary K. Anderson Plaza
Decatur, Illinois 62523

Dear Matt,

We recommend selecting Browning Chapman Specialty Contractors as the General Contractor for the Parking Garages B & C Structural Improvements (City Project No. 2015-03).

We found the contractor to be responsible and the bid price reasonable.


We checked three references of past Browning Chapman projects and found their clients to be satisfied to very satisfied with their work, that they completed the project within budget, and within schedule. These projects and contacts were

- Mr. Bryan Clark, with the State of Indiana - Washington St. and White River Parking Structures
- Mr. Kevin McKinney, with NUVO, Inc. - NUVO – Parking Garage
- Mr. Pete Santasiero, Simon Property Group - Nordstrom & Saks Parking Garage.

We reviewed the bid schedule of the four bidders, Browning Chapman, Western Waterproofing, Golf Acquisition Group, and Tarlton Corporation and found Browning Chapman to be the low bidder.

Contact me if you have any questions at BTorres@CarlWalker.com.

Very truly yours,
Carl Walker, Inc.



Brenndan P. Torres, PE
Restoration Engineer

March 10, 2017

Mr. Matt Newell
City Engineer, Public Works Department
One Gary K. Anderson Plaza
Decatur, Illinois 62523

Dear Matt,

We updated and copied here the information given in our 2015 Condition Assessment.

EXECUTIVE SUMMARY

In accordance with our proposal dated June 24, 2015, Carl Walker, Inc. has completed a condition assessment of The City of Decatur Garages B and C. The objectives of our assessment were to perform an onsite evaluation of the parking structure's current condition and maintenance needs, to identify any immediate actions required due to structural concerns, and to provide an update to the 2009 multi-year repair and maintenance plan that can be used to schedule and budget the recommended repairs.

Garage B, located on E. North St. between N. Main St. and N. Water St., is a four level structure providing 681 parking spaces. Garage C, located on S. Franklin St between E. Wood St. and E. Main St., is a two level structure providing 773 parking spaces. Garages B & C were both constructed in 1966 and have a long history of repair and maintenance, including major repair programs in 1992, 2004 – 2006, and 2011.

On August 12 and 13, 2015, Carl Walker, Inc. completed an onsite evaluation of Garages B and C while they were in operation. The evaluation included visual observations and sounding of representative areas of the floor surface and other structural elements. Based on our review, we found both structures to be in reasonably good, serviceable condition. Past repair efforts have preserved and protected the structures reasonably well. However, concrete distress and waterproofing nearing the end of its anticipated service life was observed and will require repair extend the life of the garages. The deterioration and repairs should be considered normal for structure of this age, construction, and location.

We have prepared a multi-year repair and maintenance plan, based upon our observations and the anticipated City near-term budget. A summary of the estimated repair costs is shown in the table below.

	Near-Term 2017	Medium-Term 2018 - 2020	Long-Term 2021 - 2023
Garage B - Project Total (2017 Dollars)	\$ 319,000.00	\$ 999,000.00	\$ 822,600.00
Garage C - Project Total (2017 Dollars)	\$ 266,200.00	\$ 527,400.00	\$ 442,800.00

The success of the repairs will be dependent on having proper repair design, material selection, and contractor execution. Therefore, to implement the outlined repair program, we recommend having repair drawings and specifications prepared by an experienced restoration engineer. Engineer prepared drawings and specifications should conform to the American Concrete Institute, Committee 562 - Code Requirements for Evaluation, Repair, and Rehabilitation of Concrete Buildings (ACI-562).

Contact me if you have any questions at BTorres@CarlWalker.com.

Very truly yours,
Carl Walker, Inc.



Brenndan P. Torres, PE
Restoration Engineer

CONTRACT

THIS CONTRACT, made and entered into this 20th day of March 2017, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Browning Chapman, LLC, hereinafter called the "Contractor".

WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Owner agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"PARKING GARAGES B & C STRUCTURAL IMPROVEMENTS, CITY PROJECT 2015-03"**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. Work shall be complete by July 31, 2017.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids	General Conditions
Information for Bidders	Special Conditions
Bid Proposal	Standard Specifications
Non-Collusion Affidavit	Project Drawings
Contract (This Instrument)	Special Provisions
Contract Change Orders	Supplemental Specifications
Performance Bond	Appendix(s)
Addenda Number 1, Dated 2/28/17 & Questions & Answers Dated 3/6/17	

CONTRACT

The above named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work product.

In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Addenda
3. Contract
4. Special Provisions & Drawings
5. Special Conditions
6. Supplemental Specifications
7. General Conditions

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

BROWNING CHAPMAN, LLC

SECRETARY (Corporate Seal)

By _____
PRESIDENT

Project Name: Parking Garages B & C Structural Improvements-Rebid				Engineer's Estimate Carl Walker for City of Decatur		Browning Chapman, LLC 9900 Westpoint Drive Suite 128 Indianapolis, IN 46256 Gordon L Chapman, VP J Allen Browning abrowning@browningchapman.com Ph. 317-608-2775 Fax 317-608-2763		Western Waterproofing Company, Inc. Contractors 2501 N Colt Rd. Springfield, IL 62707 Jeffrey J. Kelley, Pres Josh Woolard joshuaw@westernspecialtycontractors.com Ph. 217-544-3474 Fax 217-544-7615		Golf Acquisition Group, LLC 141 E. 141st St Hammond, IN 46327 Tom Chakos, Pres. Willi Markunas willimarkunas@golftconstruction.net Ph. 312-498-0858 Fax None Listed		Tarlton Corporation 5500 West Park Avenue St. Louis, MO 63110 Tracy E Hart, Pres. Nathan L Hart NLHart@tarltoncorp.com Ph. 314-633-3300 Fax 314-647-6038	
Project Number: 2015-03													
Bid Date: Wednesday, March 8, 2017													
Time: 10:00 A.M.													
Fund:													
Organization Code:													
Object Code:													
Item No.	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
GARAGE B - BASE BID													
1.1	PROJECT MOBILIZATION	1	LS	\$4,776.80	\$4,776.80	\$12,000.00	\$2,230.00	\$2,230.00	\$10,000.00	\$5,500.00	\$5,500.00		
1.2	PROJECT GENERAL REQUIREMENTS	1	LS	\$6,141.60	\$6,141.60	\$3,500.00	\$3,500.00	\$5,350.00	\$5,000.00	\$34,295.00	\$34,295.00		
1.3	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS & EXTRA WORK	1	ALLOW	\$8,300.00	\$8,300.00			\$8,300.00	\$8,300.00		\$8,300.00		
3.1	FLOOR REPAIR, FULL DEPTH LEVEL 4	70	SF	\$100.00	\$7,000.00	\$108.00	\$7,560.00	\$115.00	\$8,050.00	\$125.00	\$8,750.00		
3.2	CONCRETE CEILING REPAIR LEVEL 3 (CEILING)	12	SF	\$175.00	\$2,100.00	\$216.00	\$2,592.00	\$173.50	\$2,082.00	\$250.00	\$3,000.00		
3.3	CONCRETE BEAM ENCASEMENT REPAIR LEVEL 3 (CEILING)	160	SF	\$200.00	\$32,000.00	\$176.00	\$28,160.00	\$175.00	\$28,000.00	\$200.00	\$32,000.00		
3.4	CONCRETE WALL REPAIR LEVEL 4	6	SF	\$285.00	\$1,710.00	\$305.00	\$1,830.00	\$295.00	\$1,770.00	\$300.00	\$1,800.00		
3.5	SPANDREL/WALL REPAIR LEVEL 4	12	SF	\$300.00	\$3,600.00	\$305.00	\$3,660.00	\$445.00	\$5,340.00	\$250.00	\$3,000.00		
4.1	TUCK-POINTING REPAIRS LEVEL 4 AT GRIDLINE A3	350	LF	\$40.00	\$14,000.00	\$12.00	\$4,200.00	\$5.10	\$1,785.00	\$50.00	\$17,500.00		
4.2	MASONRY BRICK REPLACEMENT LEVEL 4	15	SF	\$175.00	\$2,625.00	\$75.00	\$1,125.00	\$210.00	\$3,150.00	\$200.00	\$3,000.00		
7.1	TOOLED JOINT SEALANT REPLACEMENT LEVEL 4	30	LF	\$30.00	\$900.00	\$7.00	\$210.00	\$11.00	\$330.00	\$50.00	\$1,500.00		
7.2	COVE JOINT SEALANT (WIDE) REPLACEMENT LEVEL 4	55	LF	\$31.00	\$1,705.00	\$8.00	\$440.00	\$10.00	\$550.00	\$50.00	\$2,750.00		
7.3	VERTICAL JOINT SEALANT REPLACEMENT LEVEL 4	65	LF	\$40.00	\$2,600.00	\$15.00	\$975.00	\$10.00	\$650.00	\$50.00	\$3,250.00		
GARAGE C - BASE BID													
1.1	PROJECT MOBILIZATION	1	LS	\$9,007.50	\$9,007.50	\$16,000.00	\$16,000.00	\$4,875.00	\$4,875.00	\$10,000.00	\$3,500.00		
1.2	PROJECT GENERAL REQUIREMENTS	1	LS	\$13,511.25	\$13,511.25	\$6,000.00	\$6,000.00	\$2,460.00	\$2,460.00	\$5,000.00	\$67,275.00		
1.3	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS & EXTRA WORK	1	ALLOW	\$15,800.00	\$15,800.00			\$15,800.00	\$15,800.00		\$15,800.00		
3.1	FLOOR REPAIR FULL DEPTH OVER METAL DECKING	65	SF	\$150.00	\$9,750.00	\$108.00	\$7,020.00	\$133.00	\$8,645.00	\$125.00	\$8,125.00		
3.2	CONCRETE COLUMN DELAMINATION REPAIR AT INTERIOR	15	SF	\$235.00	\$3,525.00	\$176.00	\$2,640.00	\$250.00	\$3,750.00	\$150.00	\$2,250.00		
3.3	CONCRETE WALL DELAMINATION REPAIR (EXTERIOR)	80	SF	\$175.00	\$14,000.00	\$305.00	\$24,400.00	\$210.00	\$16,800.00	\$150.00	\$12,000.00		
3.4	CONCRETE WALL DELAMINATION REPAIR (INTERIOR)	25	SF	\$350.00	\$8,750.00	\$246.00	\$6,150.00	\$385.00	\$9,625.00	\$150.00	\$3,750.00		
5.1	SUPPLEMENTARY STEEL BEAM BEARING SUPPORT	5	EA	\$2,500.00	\$12,500.00	\$2,760.00	\$13,800.00	\$2,500.00	\$12,500.00	\$3,000.00	\$15,000.00		
5.2	RESTORE STEEL W-SECTION WEB	10	LF	\$500.00	\$5,000.00	\$520.00	\$5,200.00	\$300.00	\$3,000.00	\$750.00	\$7,500.00		
5.3	RESTORE STEEL W-SECTION FLANGE	4	LF	\$550.00	\$2,200.00	\$825.00	\$3,300.00	\$590.00	\$2,360.00	\$1,000.00	\$4,000.00		
5.4	STRUCTURAL STEEL MAINTENANCE REPAIRS	1	LS	\$6,200.00	\$6,200.00	\$20,960.00	\$20,960.00	\$8,750.00	\$8,750.00	\$30,500.00	\$32,600.00		
7.4	DECK COATING ON CONCRETE PATCH REPAIRS	90	SF	\$30.00	\$2,700.00	\$9.00	\$810.00	\$40.00	\$3,600.00	\$30.00	\$2,700.00		
9.1	CLEAN AND PAINT STEEL BEAMS AND DECKING AT EXPANSION JOINT	9,000	SF	\$9.50	\$85,500.00	\$5.00	\$45,000.00	\$12.90	\$116,100.00	\$10.00	\$90,000.00		
ALTERNATE BID B1 - ADDED FLOOR REPAIRS													
9.1	PROJECT MOBILIZATION	1	LS	\$2,310.00	\$2,310.00	\$4,500.00	\$4,500.00	\$1,240.00	\$1,240.00	\$2,000.00	\$2,000.00		
9.2	PROJECT GENERAL REQUIREMENTS	1	LS	\$2,970.00	\$2,970.00	\$2,000.00	\$2,000.00	\$3,310.00	\$3,310.00	\$2,000.00	\$2,000.00		
9.3	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS & EXTRA WORK	1	ALLOW	\$3,500.00	\$3,500.00			\$3,500.00	\$3,500.00		\$3,500.00		
3.1A	FLOOR REPAIR, FULL DEPTH LEVEL 3	100	SF	\$100.00	\$10,000.00	\$108.00	\$10,800.00	\$115.00	\$11,500.00	\$125.00	\$12,500.00		
3.1B	FLOOR REPAIR, FULL DEPTH LEVEL 2	230	SF	\$100.00	\$23,000.00	\$108.00	\$24,840.00	\$115.00	\$26,450.00	\$125.00	\$28,750.00		
ALTERNATE BID B2 - ADDED BEAM AND CEILING REPAIRS													
1.1	PROJECT MOBILIZATION	1	LS	\$2,534.00	\$2,534.00	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00		
1.2	PROJECT GENERAL REQUIREMENTS	1	LS	\$3,258.00	\$3,258.00	\$2,000.00	\$2,000.00	\$2,570.00	\$2,570.00	\$2,500.00	\$2,500.00		
1.3	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS & EXTRA WORK	1	ALLOW	\$3,700.00	\$3,700.00			\$3,700.00	\$3,700.00		\$3,700.00		
3.2A	CONCRETE CEILING REPAIR LEVEL 2 (CEILING)	15	SF	\$175.00	\$2,625.00	\$216.00	\$3,240.00	\$173.50	\$2,602.50	\$250.00	\$3,750.00		
3.2B	CONCRETE CEILING REPAIR LEVEL 1 (CEILING)	10	SF	\$175.00	\$1,750.00	\$216.00	\$2,160.00	\$173.50	\$1,735.00	\$250.00	\$2,500.00		
3.3A	CONCRETE JOIST REPAIR LEVEL 2 (CEILING)	5	LF	\$180.00	\$900.00	\$180.00	\$900.00	\$270.00	\$1,350.00	\$200.00	\$1,000.00		
3.3B	CONCRETE JOIST REPAIR LEVEL 1 (CEILING)	25	LF	\$180.00	\$4,500.00	\$180.00	\$4,500.00	\$270.00	\$6,750.00	\$200.00	\$5,000.00		
3.4A	CONCRETE BEAM ENCASEMENT REPAIR, LEVEL 2	10	SF	\$200.00	\$2,000.00	\$176.00	\$1,760.00	\$175.00	\$1,750.00	\$200.00	\$2,000.00		
3.4B	CONCRETE BEAM ENCASEMENT REPAIR, LEVEL 1	55	SF	\$200.00	\$11,000.00	\$176.00	\$9,680.00	\$175.00	\$9,625.00	\$200.00	\$11,000.00		
3.5A	CONCRETE WALL REPAIR LEVEL 3 (CEILING)	3	SF	\$285.00	\$855.00	\$305.00	\$915.00	\$295.00	\$885.00	\$300.00	\$900.00		
3.6A	CONCRETE EDGE OF STAIR REPAIR LEVEL 3 (CEILING)	5	SF	\$215.00	\$1,075.00	\$254.00	\$1,270.00	\$225.00	\$1,125.00	\$1,000.00	\$5,000.00		
3.6B	CONCRETE EDGE OF STAIR REPAIR LEVEL 1 (CEILING)	3	SF	\$215.00	\$645.00	\$254.00	\$762.00	\$225.00	\$675.00	\$1,000.00	\$3,000.00		
4.1A	TUCK-POINTING REPAIRS FAÇADE, LEVEL 4	85	LF	\$75.00	\$6,375.00	\$15.00	\$1,275.00	\$28.00	\$2,380.00	\$50.00	\$4,250.00		
4.1B	TUCK-POINTING REPAIRS LEVEL 3	15	LF	\$40.00	\$600.00	\$12.00	\$180.00	\$5.00	\$75.00	\$50.00	\$750.00		
4.1B	TUCK-POINTING REPAIRS LEVEL 2	75	LF	\$40.00	\$3,000.00	\$12.00	\$900.00	\$5.10	\$382.50	\$50.00	\$3,750.00		
4.2A	MASONRY BRICK REPLACEMENT LEVEL 3	5	SF	\$175.00	\$875.00	\$75.00	\$375.00	\$210.00	\$1,050.00	\$200.00	\$1,000.00		
ALTERNATE BID B3 - ADDED MASONARY REPAIRS													
1.1	PROJECT MOBILIZATION	1	LS	\$4,716.25	\$4,716.25	\$4,000.00	\$4,000.00	\$2,400.00	\$2,400.00	\$2,000.00	\$2,250.00		
1.2	PROJECT GENERAL REQUIREMENTS	1	LS	\$6,063.75	\$6,063.75	\$2,000.00	\$2,000.00	\$6,400.00	\$6,400.00	\$2,000.00	\$2,000.00		
1.3	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS & EXTRA WORK	1	ALLOW	\$6,800.00	\$6,800.00			\$6,800.00	\$				

Project Name: Parking Garages B & C Structural Improvements-Rebid Project Number: 2015-03 Bid Date: Wednesday, March 8, 2017 Time: 10:00 A.M. Fund: Organization Code: Object Code:				Engineer's Estimate Carl Walker for City of Decatur		Browning Chapman, LLC 9900 Westpoint Drive Suite 128 Indianapolis, IN 46256 Gordon L Chapman, VP J Allen Browning abrowning@browningchapman.com Ph. 317-608-2775 Fax 317-608-2763		Western Waterproofing Company, Inc. DBA Western Specialty Contractors 2501 N Colt Rd. Springfield, IL 62707 Jeffrey J. Kelley, Pres Josh Woolard joshuaw@westernspecialtycontractors.com Ph. 217-544-3474 Fax 217-544-7615		Golf Acquisition Group, LLC 141 E. 141st St Hammond, IN 46327 Tom Chakos, Pres. Willi Markunas willmarkunas@golfconstruction.net Ph. 312-498-0858 Fax None Listed		Tarlton Corporation 5500 West Park Avenue St. Louis, MO 63110 Tracy E Hart, Pres. Nathan L Hart NLHart@tarltoncorp.com Ph. 314-633-3300 Fax 314-647-6038	
Item No.	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
7.2A	COVE JOINT SEALANT REPLACEMENT	50	LF	\$30.00	\$1,500.00	\$8.00	\$400.00	\$10.00	\$500.00	\$50.00	\$2,500.00	\$9.00	\$450.00
7.3A	EXPANSION JOINT NOSING REPAIR	10	LF	\$185.00	\$1,850.00	\$100.00	\$1,000.00	\$95.00	\$950.00	\$250.00	\$2,500.00	\$150.00	\$1,500.00
7.4A	DECK COATING - LOCALIZED COATING REPAIRS	300	SF	\$13.25	\$3,975.00	\$9.00	\$2,700.00	\$15.00	\$4,500.00	\$17.50	\$5,250.00	\$25.00	\$7,500.00
ALTERNATE BID C4 - CLEAN AND PAINT STEEL BEAMS													
1.1	PROJECT MOBILIZATION	1	LS	\$2,010.00	\$2,010.00	\$7,000.00	\$7,000.00	\$2,160.00	\$2,160.00	\$1,000.00	\$1,000.00	\$1,750.00	\$1,750.00
1.2	PROJECT GENERAL REQUIREMENTS	1	LS	\$3,015.00	\$3,015.00	\$3,000.00	\$3,000.00	\$5,760.00	\$5,760.00	\$1,000.00	\$1,000.00	\$21,625.00	\$21,625.00
1.3	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS & EXTRA WORK	1	ALLOW	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
9.1A	CLEAN AND PAINT STEEL BEAMS AND DECKING	7,500	SF	\$3.60	\$27,000.00	\$5.00	\$37,500.00	\$8.60	\$64,500.00	\$10.00	\$75,000.00	\$9.00	\$67,500.00
22.1A	BROKEN/MISSING GRATE REPAIR	25	EA	\$260.00	\$6,500.00	\$300.00	\$7,500.00	\$160.00	\$4,000.00	\$500.00	\$12,500.00	\$155.00	\$3,875.00
ALTERNATE BID C5 - STRIPING													
1.1	PROJECT MOBILIZATION	1	LS	\$516.00	\$516.00	\$2,000.00	\$2,000.00	\$250.00	\$250.00	\$1,000.00	\$1,000.00	\$1,850.00	\$1,850.00
1.2	PROJECT GENERAL REQUIREMENTS	1	LS	\$774.00	\$774.00	\$1,000.00	\$1,000.00	\$650.00	\$650.00	\$1,000.00	\$1,000.00	\$7,000.00	\$7,000.00
1.3	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS & EXTRA WORK	1	ALLOW	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00
32.1A	PAVEMENT MARKINGS PAINTING	1	LS	\$8,600.00	\$8,600.00	\$11,500.00	\$11,500.00	\$7,000.00	\$7,000.00	\$8,000.00	\$8,000.00	\$15,250.00	\$15,250.00
	TOTAL BIDS GARAGE B AND C (AS CORRECTED)				\$577,517.90		\$519,374.00		\$610,627.00		\$677,380.00		\$877,125.00
	Percent Over Under ENGINEER'S ESTIMATE						-10.07%		5.73%		17.29%		51.88%
	TOTAL BASE BIDS GARAGE B AND C (AS CORRECTED)				\$275,902.15		\$241,632.00		\$275,852.00		\$306,475.00		\$383,300.00
	Percent Over Under ENGINEER'S ESTIMATE						-12.42%		-0.02%		11.08%		38.93%
	BASE BIDS B & C + ALTERNATES B2 & C4 (AS CORRECTED)				\$363,619.15		\$337,749.00		\$393,427.00		\$452,075.00		\$563,550.00
	Percent Over Under ENGINEER'S ESTIMATE						-7.11%		8.20%		24.33%		54.98%



Matthew C. Newell, P.E., City Engineer

3-13-17

Date

**CITY COUNCIL MEMORANDUM
NO. 2017-07**

March 9, 2017

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT: Amendment to Chapter 52 – Alcoholic Liquor

RECOMMENDATION: Staff requests that Council pass the proposed ordinance amendment regarding Chapter 52, Sections 4, 7 and 8. Staff has received requests to allow certain classes of current alcoholic liquor license holders the ability to cater events off premises. Further, in addition to the current brewpub in existence, Staff has been approached by others interested in similar ventures within the City. These amendments would allow for both.

POTENTIAL OBJECTIONS: There are no known or expected objections.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Amy Waks, Assistant Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS: None

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
- CHAPTER 52 -
- ALCOHOLIC LIQUOR -**

BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That Chapter 52 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 4, 7 and 8, so that Sections 4, 7 and 8 as so modified and amended, shall provide as follows:

4. LICENSE CLASSIFICATIONS.

...**Class O**, under which the licensed premises may only be a Brewer, Brewpub or similar business as defined under the Illinois Liquor Control Act and has received a Federal Brewer permit, and under which at least 50% of its annual gross income from the sale of alcoholic liquors shall be derived from beer manufactured on the premises, and which said Class O license shall not be issued for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance...

7. LICENSE FEE.

...Each initial application and each application for transfer, whether to another licensee or to other premises, shall also be accompanied by a processing fee of \$100.00 in addition to the annual fee. Payment of an annual fee in amount of \$200.00 shall accompany the request for a caterer's permit. Payment of a fee shall accompany the request for a temporary permit or winery special use permit, in accordance with the following schedule...

8. C. CATERER'S PERMIT.

The Local Liquor Control Commissioner may issue an annual caterer's permit for the sale of alcoholic liquor to an existing holder of a Class A, C, G or O liquor license in connection with the sale of prepared food, for service at private parties, weddings or other similar private events which are not open to the general public, at a location other than the premises listed on the current license. For the purposes this permit, the location of the catered event shall be deemed the licensed premises. Holders of caterer's permits must comply with all other requirements in this Chapter. No person shall possess alcoholic beverages other than those provided by the licensee on the premises of the catering location and consumption of alcoholic liquor shall only be permitted on the premises

where the food is catered. Gross revenues from the sale of alcoholic liquor at any event shall not exceed forty (40) percent of the total gross revenues generated from the sale of alcohol and food at that event and the licensee shall submit to the City an affidavit on a quarterly basis certifying compliance with this requirement. No event shall exceed three (3) days in length nor shall alcoholic liquor be served at such an event for more than eight (8) consecutive hours.

Section 2. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this _____ day of March, 2017.

JULIE MOORE WOLFE MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2017.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 52 - ALCOHOLIC LIQUOR -

4. LICENSE CLASSIFICATIONS.

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CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
February 7, 2017

Pursuant to notice the Civil Service Commission of the City of Decatur met in regular session at 12:05 P.M.

PRESENT: CHAIRMAN Robyn McCoy
VICE-CHAIRMAN Jerry Taylor
COMMISSIONER Sheri Hagen
SECRETARY Penny Frank
PERSONNEL SPECIALIST Melissa Rowcliff
ADMINISTRATIVE SECRETARY Sherry Beasley
ADMINISTRATIVE SECRETARY Angela Roberts
ABSENT: COMMISSIONER Tony Wilkins
COMMISSIONER Lori Donley

The Minutes of the January 3, 2017 regular meeting were presented. Commissioner Taylor moved that the January 3, 2017 minutes be approved, seconded by Commissioner Hagen, and upon call of the roll, Commissioners Taylor, Hagen, and McCoy voted aye. Secretary Frank declared the motion carried.

Commissioner Hagen moved to recess to Closed Session for the purpose of discussing personnel actions seconded by Commissioner Taylor, and upon call of the roll, Commissioners Taylor, Hagen, and McCoy voted aye. Secretary Frank declared the motion carried.

Commissioner Hagen moved to recess to Open Session, seconded by Commissioner Taylor, and upon call of the roll, Commissioners Hagen, Taylor, and McCoy voted aye. Secretary Frank declared the motion carried.

Commissioner McCoy called for Unfinished Business:

Authorization Request to approve Final Scores and Eligible Register for Construction Code Inspector (Structural), Commissioner Hagen moved that the Authorization Request be received, placed on file, and approved, seconded by Commissioner Taylor, and upon call of the roll, Commissioners McCoy, Taylor, and Hagen voted aye. Secretary Frank declared the motion carried.

Authorization Request to Approve Final Scores & Promotional Register for Senior Network Support Specialist, Commissioner Taylor moved that the Authorization Request be received, placed on file, and approved, seconded by Commissioner Hagen, and upon call of the roll, Commissioners McCoy, Taylor, and Hagen voted aye. Secretary Frank declared the motion carried.

Commissioner McCoy called for New Business:

Personnel Actions

Commissioner Hagen moved that the appointments, oral reprimand, written reprimand, administrative leave without pay, administrative leave with pay, leave of absence requests, civil service status, resignation, and retirement status, be received, placed on file, and approved, seconded by Commissioner Taylor, and upon call of the roll, Commissioners, Taylor, McCoy, and Hagen voted aye. Secretary Frank declared the motion carried.

Authorization Request to Approve Job Announcement & Establish Eligible Register for Water Plant Operator I, Commissioner Hagen moved that the Authorization Request be received, placed on file, and approved, seconded by Commissioner Taylor, and upon call of the roll, Commissioners McCoy, Taylor, and Hagen voted aye. Secretary Frank declared the motion carried

Authorization Request to Approve Job Announcement & Establish Promotional Register for Senior Network Support Specialist, Commissioner Taylor moved that the Authorization Request be received, placed on file, and approved, seconded by Commissioner Hagen, and upon call of the roll, Commissioners McCoy, Taylor, and Hagen voted aye. Secretary Frank declared the motion carried.

Authorization Request to Approve Job Announcement & Establish Eligible Register for Police Patrol Officer, Commissioner Hagen moved that the Authorization Request be received, placed on file, and approved, seconded by Commissioner Taylor, and upon call of the roll, Commissioners McCoy, Taylor, and Hagen voted aye. Secretary Frank declared the motion carried.

Authorization Request to Approve Job Announcement & Establish Eligible Register for Engineering Technician II, Commissioner Taylor moved that the Authorization Request be received, placed on file, and approved, seconded by Commissioner Hagen, and upon call of the roll, Commissioners Taylor, McCoy and Hagen voted aye. Secretary Frank declared the motion carried.

Authorization Request to Approve Job Announcement & Establish Eligible Register for Crew Chief, Commissioner Hagen moved that the Authorization Request be received, placed on file, and approved, seconded by Commissioner Taylor, and upon call of the roll, Commissioners McCoy, Taylor, and Hagen voted aye. Secretary Frank declared the motion carried.

Civil Service Commission

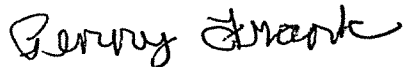
February 7, 2017

Page 3

Commissioner McCoy called for Other Business:

There being no other business, Commissioner Taylor moved to adjourn the meeting, seconded by Commissioner Hagen, and upon call of the roll, Commissioners Hagen, McCoy, and Taylor voted aye. Secretary Frank declared the meeting adjourned at 12:17 P.M.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Penny Frank".

Penny Frank
Secretary

MINUTES OF THE MEETING
OF THE
HISTORICAL AND ARCHITECTURAL SITES COMMISSION

Wednesday, April 20, 2016, 4:00 P.M.
City Council Chambers, Decatur Civic Center

The April 20, 2016 meeting of the Historical and Architectural Sites Commission was called to order at 4:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Hank Norris who determined a quorum was present.

Members Present: Mike Couch, Louise Haun, John Larcher, Susan Marien,
 Pat Penhallegon, Hank Norris

Members Absent: Eric Bramer, Jeff Hunt, Bob Luther, Bruce Nagel

Staff Present: Billy Tyus, Randy Johner, Janet Poland

Secretary's Report

Approval of Minutes - It was moved and seconded (Larcher/Couch) to approve the minutes of the February 17, 2016 meeting. Motion carried unanimously.

Treasurer's Report

Mr. Billy Tyus stated that \$252.50 has been spent of the \$5,000 budget for the year 2016 on the following: \$152.50 to rent a room at the Arts Council for the Landmarks of Illinois Workshop and \$100.00 for the nameplates for the Commission members.

New Business

Certificate of Appropriateness – 361 North College Street – Staley Museum

Mr. Tyus stated the Staley Museum Foundation is requesting approval for a sign for the newly opened Staley Museum.

Ms. Laura Jahr, representative, was sworn in by Mrs. Janet Poland.

Mr. Jahr stated they are very happy to be a part of the historical district and hope to have a positive effect on the community. She said they modeled the sign after a sign at the Olgesby Mansion which is just a block over. They are asking for approval of their Certificate of Appropriateness.

Chairman Hank Norris asked where the sign would be located. Mr. Jahr stated in front of the house.

It was moved and seconded (Couch/Larcher) to approve the Certificate of Appropriateness for 361 North College Street. Motion carried unanimously.

Certificate of Appropriateness – 429 West Prairie Avenue – Christ Tabernacle Church

Mr. Tyus stated Mr. Cecil is requesting approval for a temporary carport type structure. Mr. Cecil is present if the committee has any further questions.

Mr. Jason Cecil, representative, was sworn in by Mrs. Poland.

Mr. Cecil stated he and his wife have moved into the annex home of Christ Tabernacle Church and there is no place to put their belongings. There is a vacant lot adjacent to the annex which is owned by the church, however, the Zoning Ordinance states an accessory structure is not allowed unless there is a main structure on a lot. The church is allowing Mr. Cecil to put up the temporary carport behind the house on the concrete pad. Mr. Cecil said it is considered a carport even though it does look like a garage. This building can be taken down at any time and he does plan on taking it with him if he moves out of the annex. Mr. Cecil said you cannot add to this structure and the walls are not made to be load bearing.

Mr. John Larcher asked if it had four (4) sides. Mr. Cecil stated it is sold as a carport with four (4) sides and overhead doors.

Mr. Pat Penhallegon asked what is not permanent about it. Mr. Cecil stated it can be unbolted and taken away. There are different types of anchors for the type of surface that you are putting it on.

Mr. Mike Couch asked if the doors would face the alley. Mr. Cecil said yes.

Mr. Larcher asked if this was an all metal building. Mr. Cecil said everything is all flat metal.

Chairman Norris asked if it was stated in the lease that the carport would leave when Mr. Cecil moved out. Mr. Cecil stated he does not have a lease with the church, it is just a verbal agreement. Mr. Cecil said he is purchasing the building and it will definitely leave with him.

Chairman Norris asked if the building would take up any of the handicapped parking that is there. Mr. Cecil stated these are additional handicapped spaces that were put in to keep people from the neighborhood parking there. The concrete pad actually belongs to the house not the church. Mr. Cecil said there is handicapped parking in the church parking lot right across the alley.

Mr. Randy Johner was sworn in by Mrs. Poland.

Mr. Johner stated the building is approved by the building code, however, the definition of a carport is that it is open on two (2) sides. Mr. Johner stated if the committee approves the Certificate of Appropriateness a site plan by a licensed engineer for the State of Illinois would have to be submitted and approved by the City of Decatur before the building could go up.

It was moved and seconded (Penhallegon/Larcher) to approve the Certificate of Appropriateness located at 430 West Main Street with the condition that the structure is removed if Mr. Cecil were to move. Motion carried unanimously.

Heritage Network Annual Membership \$30

Mr. Tyus stated this is to renew HASC's annual membership for the Heritage Network. The cost is \$30 to continue as a Regular Member or \$10 to carry an Associate Membership.

It was moved and seconded (Penhallegon/Haun) to renew the Regular Membership to Heritage Network. Motion carried unanimously.

Other Business

Landmarks of Illinois Workshop

Chairman Norris said that he and Louis Haun were in attendance along with approximately 8 other people at the workshop which was held on Thursday, April 14, 2016 at the Arts Council Madden Center. He stated it was an informative meeting and that Landmarks benefited from it as well. Ms. Louise Haun said it was very enjoyable and informative. She and Chairman Norris suggested to Landmarks that the HASC Commission would be open to having a training day or evening to inform the Commission how they could do a better job.

Mr. Tyus said welcome packets had been sent to two (2) new homeowners in the historic district. Mrs. Poland stated one (1) of the packets had been returned by the post office and she would check with Ms. Irons to try to get another out to the homeowners.

Chairman Norris commented that he is working to secure a spot for the CEO of Landmarks as a speaker for the August Chamber of Commerce Business Breakfast.

The next scheduled meeting of the Historical and Architectural Sites Commission will be held on Wednesday, May 18, 2016 at 4:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center.

There being no further business, it was moved and seconded (Larcher/Couch) to adjourn the meeting. Motion carried unanimously. Chairman Norris declared the meeting adjourned at 4:25 P.M.

1 MINTUES OF THE MEETING
2 OF THE
3 TRAFFIC AND PARKING COMMISSION
4

5 Thursday, February 23, 2017 4:00 p.m.
6 City Council Chambers
7 Third Floor, Civic Center
8

9
10 A. The February 23, 2017, meeting of the Traffic and Parking Commission was called to order
11 at 4:01p.m. in the City Council Chambers, Third Floor, Decatur Civic Center, by Acting
12 Chairman, Jared Broderick.
13

14 B. Roll Called by Acting Chairman, Jared Broderick:
15

	Citizen Members	Attendance	Term Expires		Staff Members	Attendance
X	Jared Broderick	3/4	4/4/2019	X	Ed Hurst Police	5/5
				X	Lyle Meador, Fire	21/25
				X	Matt Newell, Engineering	26/27
				X	Joselyn Stewart, Planning	24/26

16
17 C. Reviewed Agenda. Matt Newell motioned to approve the agenda; seconded by Lyle
18 Meador and on call of the roll, Commission Members Broderick, Newell, Hurst, Meador
19 and Stewart voted aye. The Chairman declared the motion carried.
20

21 D. Old Business. None.
22

23 NEW BUSINESS
24

25 **Item #1 Request for Stop signs along 23rd Street at its intersection with East Main**
26 **Street.**
27

28
29 Decatur Police Department notified City staff of intersections without any traffic control which
30 have seen a high number of accidents most of them along East Main Street. The intersections of
31 East Main Street between 16th Street and 21st Street were discussed at a previous Traffic and
32 Parking Commission meeting. City staff has studied the intersection of East Main Street and 23rd
33 Street as it was a part of that list. There have been three recorded accidents at this intersection
34 within a three year period between 2013 and 2016. One of those three accidents was the result of
35 a vehicle sliding on the ice into a parked car which would not be correctable by adding stop
36 signs. Thus two accidents were potentially correctable by the presence of stop signs.
37

Traffic counts were performed and found that a total of approximately 838 vehicles enter the intersection per day. East Main Street sees the majority with 530 vehicles per day and 23rd Street sees 308 vehicles per day. Average speeds on Main Street range from 16-17 mph with the 85th percentile speed ranging from 25-28 mph. Average speeds on 23rd Street range from 11-16 mph with the 85th percentile speeds ranging from 17-20 mph. 23rd Street is considered the minor street since it has the lower volumes. The lower speeds suggest that traffic treats Main Street as the major street.

The accident rate for this intersection comes to 2.18 accidents per million vehicles entering the intersection. Typically the Traffic and Parking Commission looks for accident rates above 1.5 accidents per million vehicles entering the intersection to determine if stop signs are needed. For this reason City staff recommends installing stop signs at this intersection with the signs facing 23rd Street as the minor street.

City staff recommends placing stop signs along 23rd Street at its intersection with East Main Street.

Matt Newell motioned to move forward with placing stop signs along 23rd Street at its intersection with East Main Street. Seconded by Ed Hurst, and on call of the roll, Commission Members Broderick, Newell, Hurst, Meador and Stewart voted aye. The chairman declared the motion carried.

Item #2 Request for Stop signs along East Marietta Street at its intersection with North Warren Street.

City staff has observed that with the recent opening of Crossing Healthcare at 320 E. Central Avenue, traffic has increased along N. Warren Street which used to see very little traffic. The intersection of N. Warren Street and E. Marietta Street currently has Yield signs facing Warren Street but some observed near accidents necessitated a look at to whether accidents have increased at this intersection.

Upon looking at accident records it was found that there have been three recorded accidents at this intersection within the last three years. All of them have occurred since the Crossing Healthcare opened.

Traffic counts were performed and found a total of 995 vehicles entering the intersection per day with 557 of them on N. Warren Street and 438 of them on E. Marietta Street. The accident rate at this intersection is 2.75 accidents per million vehicles entering the intersection. Typically the Traffic and Parking Commission looks for accident rates above 1.5 accidents per million vehicles entering the intersection to determine if stop signs are needed.

The increased traffic along Warren Street has made it the major street compared to Marietta. Since many of these vehicles along Warren Street are just passing through to get to and from Crossing Healthcare the use of the road has changed. Typically traffic control faces the street with fewer vehicles. It may also be beneficial for the traffic control to face the street with more

residential traffic since they can become more accustomed to the signs and be more aware of traffic patterns in their neighborhood. For these reasons City Staff recommends replacing the Yield signs with Stop signs and move them to face E. Marietta Street instead of N. Warren Street where they currently face. The stop signs will also have plaques which say "Crossing Street Does Not Stop" to help communicate the traffic control no longer exists along Warren Street.

City staff recommends placing stop signs along East Marietta Street at its intersection with North Warren Street.

Lyle Meador motioned to move forward with placing stop signs along East Marietta Street at its intersection with North Warren. Seconded by Ed Hurst, and on call of the roll, Commission Members Broderick, Newell, Hurst, Meador and Stewart voted aye. The chairman declared the motion carried.

Item #3 Request for four way stop at North Edward Street and its intersection with West Prairie Avenue.

A concerned resident contacting City staff after observing numerous accidents at the intersection of North Edward Street and West Prairie Avenue. The intersection currently has a pair of stop signs facing Prairie Avenue.

Upon looking at accident records it was found that there have been nine recorded accidents at this intersection within the last three years. All of which resulted from drivers either disobeying the stop signs, confusion about it not being a four-way stop, and misjudging gaps needed to cross the intersection. Upon observation from staff it was not uncommon to see vehicles on Edward Street either slow down or come to a stop thinking the intersection was a four-way stop.

Traffic counts were performed and found a total of 1599 vehicles entering the intersection per day with 1114 of them on N. Edward Street and 485 of them on W. Prairie Avenue. The accident rate at this intersection is 5.14 accidents per million vehicles entering the intersection. Typically the Traffic and Parking Commission looks for accident rates above 1.5 accidents per million vehicles entering the intersection to determine if corrective action is needed.

Despite the traffic volume along Prairie being nearly half that of Edward it seems traffic behaves as if the two streets seem equal. The high accident rate is also reason to try further traffic control at this intersection. For these reasons City Staff recommends installing stop signs facing N. Edward Street making the intersection of N. Edward Street and W. Prairie Avenue a four-way stop.

City staff recommends four way stop at North Edward Street at its intersection with West Prairie Avenue.

130 Matt Newell motioned to move forward with four way stop at North Edward Street at its
131 intersection with West Prairie Avenue. Seconded by Ed Hurst, and on call of the roll,
132 Commission Members Broderick, Newell, Hurst, Meador and Stewart voted aye. The chairman
133 declared the motion carried.
134

135
136 E. Other Business. None
137

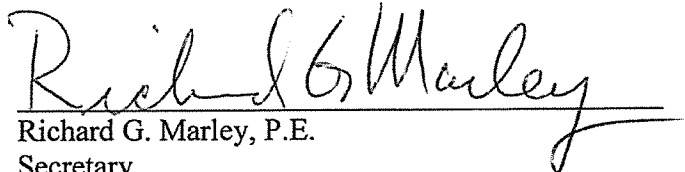
138
139 F. Appearance of Citizens. None
140

141
142 Jared Broderick motioned to adjourn the meeting; seconded by Lyle Meador, and on call of the
143 roll, Commission Members Broderick, Newell, Hurst, Meador and Stewart voted aye. The
144 Chairman declared the motion carried.
145

146
147 Meeting adjourned at 4:13p.m.
148

149 Certification
150

151 I, Richard G. Marley, Secretary of the Traffic & Parking Commission, do hereby certify that the
152 foregoing is a true and correct copy of the minutes of the Traffic and Parking Commission
153 meeting of February 23, 2017.
154

155
156 
157 Richard G. Marley, P.E.
158 Secretary
159 Traffic and Parking Commission

City Clerk

DATE: 3/9/2017

MEMO: 2017-03

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Debbie Bright, City Clerk

SUBJECT: Staff request Council pass the proposed Resolution approving the appointment of Jaci Osborne as Chairman to Decatur Sister Cities.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite her respective name, to serve an unexpired term set opposite her respective name or until her respective successor is appointed and qualified:

Jaci Osborne

Chairman, Sister Cities

Unexpired Term

DATED this 20th day of March, 2017.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2017-
RESOLUTION APPROVING APPOINTMENT

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 20th day of March, 2017.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent I hereby appoint the named in the foregoing request by you approved as therein requested.

DATED this 20th day of March, 2017.

Julie Moore Wolfe, Mayor

DEVELOPMENT SERVICES MEMORANDUM
No. 17-05

March 13, 2017

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Suzan Stickle, Senior Planner

SUBJECT: Official Zoning Map

The digital file for the zoning map is very large and can be accessed at
<http://www.decaturl.gov/wp-content/uploads/2017/03/2016zoningmapColor.pdf>

A paper copy will be available prior to the meeting for your review or you may request a copy from the City Clerk.

SUMMARY RECOMMENDATION: Staff recommends approval of the Official Zoning Map for the City of Decatur. This map is required by State Statute to be published no later than March 31.

BACKGROUND: The zoning map reflects all zoning and boundary changes approved as December 31, 2016.

POTENTIAL OBJECTION: N/A

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Suzan Stickle at 424-2786 or at ssstickle@decaturl.gov.

BUDGET/TIME IMPLICATIONS: State Statute requires the map to be published no later than March 31.

Development Services

DATE: 3/12/2017

MEMO:

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager

SUBJECT: Resolution Authorizing Execution of Quitclaim Deed for Property Located at 1059 W. Macon St. to Decatur Pilot NFP, the not-for-profit arm of the Decatur Housing Authority for new housing development.

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the sale of this parcel of land to Decatur Pilot NFP (Decatur Housing Authority)

BACKGROUND: The City purchased this lot from the Macon County Trustee in August 2016 specifically for the Decatur Housing Authority (Decatur Pilot NFP) housing development project to bring new, energy efficient homes to this area along W. Macon St. As you know, the City worked in partnership with the Housing Authority to apply for and ultimately secure the \$2 million foreclosure settlement grant that is funding this new housing construction. Our role has included planning and neighborhood selection assistance and, in some cases, the securing of vacant lots to be redeveloped in an attempt to encourage reuse and to stabilize declining property values.

The City made this purchase instead of having the Decatur Housing Authority do so directly because federal funds were used to demolish the house and we were working with HUD to coordinate the transfer for this project. HUD has been aware of and supportive of the plan but only recently gave the formal go-ahead to make the transfer.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: There are no known objections to this resolution.

STAFF REFERENCE: Billy Tyus, Assistant City Manager for Development Services can be reached at btyus@decaturil.gov or 217-424-2727.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description
resolution
Deed

Type
Resolution Letter
Backup Material

RESOLUTION NO. R2017-_____

**RESOLUTION AUTHORIZING EXECUTION OF QUITCLAIM DEED
FOR PROPERTY LOCATED AT 1059 W. MACON ST.**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:

Section 1. That the Quitclaim Deed presented to the City Council herewith between the City of Decatur and Decatur Pilot NFP for the Sale of Property located at 1059 W. Macon St. as described in the attached Exhibit A for \$10 be, and the same is hereby received, placed on file and approved.

Section 2. That the City Manager be, and is hereby authorized and directed to sign said Quitclaim Deed on behalf of the City of Decatur, and furthermore, that the City Manager be, and he is hereby, further authorized to cause to be done that which may appear to be appropriate to cause said real estate to be sold by and on behalf of the City.

PRESENTED and ADOPTED this _____ day of March, 2017

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

QUITCLAIM DEED

**STATUTORY
DOCUMENT NO.**

Tax Bill To:

TAX EXEMPT

THE GRANTOR, CITY OF DECATUR, ILLINOIS, a Municipal Corporation, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, conveys to the DECATUR PILOT NFP the following described real estate, to-wit:

Lot One (1) in Block Two (2) of P. H. Brueck's Second Addition to the City of Decatur as per plat recorded in Book 22, Page 542 of the records in the Recorder's Office of Macon County, Illinois.
(Commonly known as 1059 W. Macon St., Decatur, IL.)
Parcel Identification Number: 04-12-15-302-010

which is situated in the County of Macon, State of Illinois.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this _____
day of _____, 2017.

CITY OF DECATUR, ILLINOIS,
a Municipal Corporation,

By _____
Timothy Gleason, City Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF MACON)

The foregoing instrument was acknowledged before me this _____ day of March, 2017 by TIMOTHY GLEASON, City Manager of the City of Decatur, Illinois, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this _____ day of March, 2017.

Notary Public

DOCUMENTARY STAMP

"Exempt under provisions of e, Section 31-45,
Property Tax Code (35 ILCS 200/31-45)."

Date Buyer, Seller or Representative

Deed prepared by:
Billy Tyus
City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62523
Phone: 217.424.2727

City Clerk

DATE: 3/15/2017

MEMO: 2017-03

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager

SUBJECT: February 2017 Monthly Reports

ATTACHMENTS:

Description	Type
Development Services	Cover Memo
Fire	Cover Memo
Management Services	Cover Memo
Police	Cover Memo
Public Works	Cover Memo

**DEVELOPMENT SERVICES
FEBRUARY MONTHLY REPORT**

BUILDING INSPECTIONS - During the month of February 2017 we issued a total of 88 permits with a total work value of \$2,529,035. Of those 5 were commercial interior remodels with a total work value of \$1,586,092, 1 was a new commercial building with a work value of \$240,000, and 1 was a new home with a work value of \$167,000.

**Monthly Summary
02/01/2017 – 02/28/2017**

PERMIT TYPE	# ISSUED	WORK VALUE
Building	18	\$2,142,192.00
Demolition	8	226,150.00
Electrical	14	37,365.00
Mechanical	16	68,680.00
Other	5	12,546.00
Plumbing	25	30,242.00
Sign	1	9,360.00
Tent	1	2500.00
TOTAL	88	\$2,529,035.00

PLANNING AND ZONING – Part of the process of economic development and community redevelopment involves site plan reviews for compliance with local development laws and ordinances. As you know, the city has regulations designed both to beautify the community as part of development (landscaping, signage, etc.) but also to protect both users of a particular development (parking, lighting, etc.) and adjacent land owners (drainage, buffer yard size requirements) Last month the planning and zoning division in conjunction with other city departments reviewed 4 submittals which included 4 site plans and no subdivision plats. Additionally, the division reviewed and facilitated 1 zoning case that was heard by the City Council at the February 20th meeting. The case was approved.

NEIGHBORHOOD SERVICES

- Staff continued to prepare special reports for loans that are serviced in the Neighborhood Outreach Division
- Staff continued to qualify homeowners for the Residential Rehabilitation and Emergency Programs
- Staff continued to prepare Environmental for Residential Rehab, potential replacement projects

- Staff participate in several HUD webinars and tutorials
- Staff began meeting with NNO committee to begin the plans for this year's NNO event to be held August 1st in Hess Park.
- Staff continued to work with HUD staff on outstanding issues: expenditures, 70% low mod benefit, conflict of interest
- Preparation for 2016 fiscal audit has begun, with grant information sheets submitted to finance for HOME and CDBG
- Construction Project Manager prepared work write-ups with estimates for the CDBG and HOME Rehab Programs.
- Staff attended City Council meetings
- Staff began scheduling City-wide Cleanup dates for 2017. Advanced Disposal has agreed to partner with the City of Decatur again this year.
- Staff attended CONO's monthly meeting.
- Staff continues to have discussions or contact with potential CHDO's
- Staff continued preparing 2017 Action Plan. Plan is normally due in March, but staff has now been directed to only submit after the final allocation has been decided
- Staff participated in ongoing meetings with partners about Bed bugs and how they are affecting residents and the community.
- Staff is participating in the planning of 2017 Money Smart Week
- Staff participated in several conference calls with HUD CPD rep in regards to replacement projects, CAPER, and other HUD projects.
- Staff directed certification packages to recertify contractors interested in bidding on federal rehab projects.
- Staff attended Homeless Continuum Governing board meeting with other local agency partners
- Staff worked with Development Revitalization Specialist preparing for upcoming HASC meeting.
- Staff attended Decatur Jobs Council meeting
- Staff began working with Asst. City Manager in planning Economic Development Forum
- Staff is working with DMCOC as a board member. Staff will also participate on the search committee in selecting a new Executive Director for the agency.
- Staff worked with Macon County to plan the Electronics disposal event, to be held in April



DECATUR FIRE DEPARTMENT
MEMORANDUM
17-03

March 7, 2017

TO: Tim Gleason, City Manager

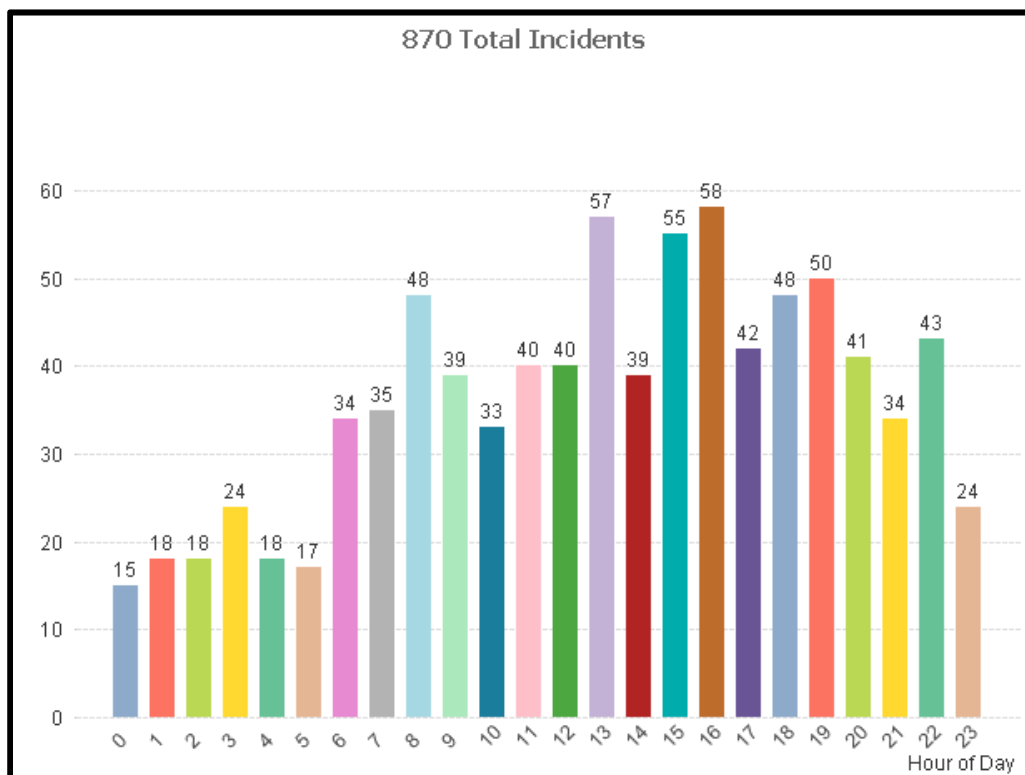
FROM: Jeffrey S. Abbott, Fire Chief

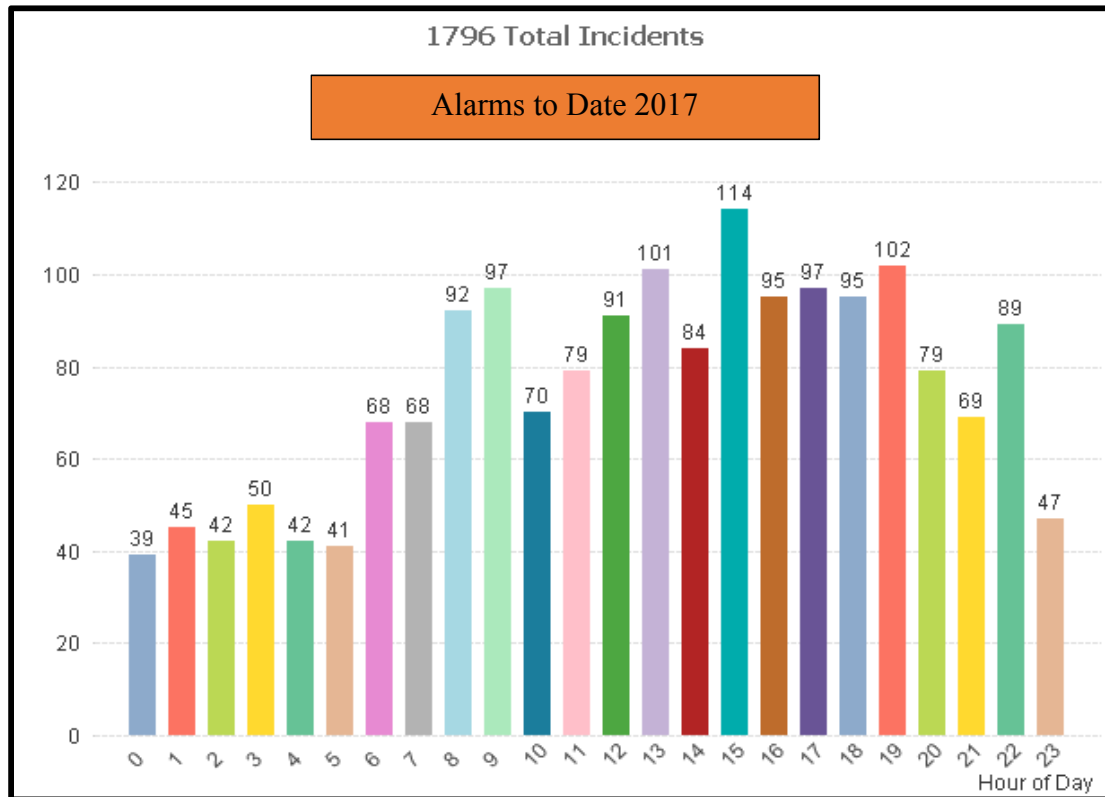
RE: Monthly Report – February 2017

There were 870 alarms answered by the fire department in February. The department's fire station construction project started in February at fire station 1. The plumbers are busy changing upgrading the drain lines and plumbing fixtures ahead of the major projects. The majority of the work will begin in late March. Currently, the contractors are ordering materials ahead of the station closures to expedite the stations reopening. Once again, Stations 4 & 6 will be closed for 15 calendar days for repairs. Only one station at a time will be closed during the upgrades. The fire company's assigned to those stations will relocate to another station during this period.

The apparatus committee traveled to Florida to review the new Engine 7 before it is delivered to us this month. We expect to have it in-service by mid-March.

One new firefighter was hired in February. He will start in March and attend the Illinois Fire Service Institute for two months. He will then be assigned to a fire company where he will complete his probationary time.





Fire Prevention:

During the month of February, the Fire Prevention Division was called out 5 times for fire investigations -- 2 fires were determined to be incendiary; 2 were undetermined; 1 was classified as accidental. February is also the month that the FP Division presents an annual update class to the whole fire department on all things associated with the FP Division. Topics covered included pre plan inspections; hydrant testing; fireworks permits; above ground tanks; citations for illegal parking in a fire lane and illegal burning. In addition to presenting, the FP Division attended HR Director Penny Frank's class on evaluations. Our normal duties for the month included installing or removing 26 key boxes, installing 5 smoke alarms and 2 CO detectors, and conducting 7 plan reviews. We also did 3 fire safety presentations for the community. As March, April and May arrive, we will be visiting our local elementary schools with our Fire Safety House while presenting "The Fire Safety Assembly."

Monthly Report of Priorities and Projects
Fiscal Year 2017
February 2017

City Manager's Office

This month, City Manager and City Clerk staff accomplished the following:

- Attended and prepared minutes for two Council meetings
- Processed 17 FOIA requests
- Inventoried 380 boxes of records to be destroyed in the City's records storage area
- Prepared documentation and obtained City Council approval of city reorganization plan
- Continued contract talks with the Police union
- Continued representing the city on the Civic Center board of directors

Human Resources Department

This month, Human Resources Department staff accomplished the following:

- Attended monthly Civil Service Commission and Human Relations Commission meetings
- Attended monthly AFSCME Labor/Management meeting, and PBPA contract negotiations
- Staffed a Human Relations Commission discrimination complaint hearing
- Provided Performance Evaluation training to the Fire Department supervisory personnel
- Conducted testing and interviewing for two AFSCME positions
- Facilitated recruitment for the Risk Management Assistant position
- Conducting exit interviews for departing employees

Information Technology Department

This month, Information Technology Department staff accomplished the following:

- Configured replacement computers for Fire Stations 2-7
- Completed work on the Auxiliary Police section of the new website
- Added new 2017 MCT weed mowing parcels lot layer to the NSO app
- Staged new cashiering workstations for Transit in preparation for April install
- Upgraded Ocularis to accommodate SWTP lagoon and pole camera's
- Replaced XP computers in Building Inspections and replaced 5 computers for Engineering
- Installed network equipment and placed Lake and Fire Stations 2-7 on the City Network Domain
- Completed UB CIS water billing migration the weekend of February 18th
- Completed DB2 modifications to nine (9) legacy applications
- Prepared or upgraded 29 workstations in February
- Processed 67 total Help Desk tickets, resolving 26 on initial call

Mass Transit Division

This month, Mass Transit Division report is unavailable

DECATUR ILLINOIS POLICE DEPARTMENT

**TO: Mayor Julie Moore-Wolfe
City Council Members
City Manager Tim Gleason**

FROM: James E. Getz Jr., Chief of Police

RE: February 2017 Monthly Report

STAFFING

Sworn Police Officer Staffing

The Decatur Police Department has 163 authorized sworn police positions. At end of February 2017 staffing was at 155. Current staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Police Chief	1	1	1
Deputy Chief	3	3	3
Police Lieutenant	4	4	4
Police Sergeant	17	17	15
Police Patrol Officer	137	134	132
TOTAL	163	156	155

Civilian-Non Sworn Police Staffing: 8

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Administrative Secretary	1	1	1
Senior Crime Analyst	1	1	1
Crime Analyst	1	1	1
Sr. Clerk Typist	2	2	2
Records Supervisor	1	1	1
Part-time FOIA Officer	2	2	2
Total	8	8	8

System Administrator, Duane Richards works out of the Police Department but is staffed under MIS.

Emergency Communications/Dispatch Staffing

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Communications Center Mgr	1	1	1
Supervisor	3	2	2
ECS Level III	24	20	18
Total	28	23	21

The communications center manager is projecting 83 (4- hour) slots of overtime in March 2017.

PATROL DIVISION

<u>Function</u>	<u>Month</u>	<u>YTD</u>
Community Meetings	3	10
Directed Patrols	48	78
Active Problem Oriented Policing Projects	2	2
Completed Problem Oriented Policing Projects	0	0
Parking Citations	68	224
Criminal Arrests	382	759
Felony Drug Arrests	17	40
Firearms Seized	12	17
Traffic Citations	538	1068
Field Interviews	152	256
Written Warnings	405	759
Illegal Sound Amplification Arrests	0	0
Calls for Service/CAD incidents	3930	9212
Unlawful use of Motor Vehicle tows	119	237
Driving Under the Influence Arrests (DUI)	24	36
DUI involving accidents	8	13
Fatal Accidents	0	0
Traffic Accidents	196	411
Accidents with Personal Injury	31	58
City Ordinances Arrests	53	100

CRIMINAL INVESTIGATIONS DIVISION

Street Crimes: Drug Seizures for the month:

<u>Drug</u>	<u>Amount</u>	<u>YTD Seizure</u>	<u>Street Value</u>
Cannabis	4640 grams	4865 grams @ \$10-gram	\$48,650
Cocaine-Powder	3 grams	298 grams @ \$100-gram	\$29,800
Cocaine-Crack	2 grams	72 grams @ \$100-gram	\$7,200
Heroin	0 grams	3 grams @ 300-gram	\$900
Ecstasy	0 hits	0 @ 20 hit	\$ 0
Meth	428 grams	431 grams @ 100-gram	\$43,100
K-2: 0 grams		YTD: 0 grams	
Search Warrants: 6		YTD: 12	

US Currency Seized: \$62,922	YTD: \$78,239
Firearms seized: 2	YTD: 5
Vehicles seized: 0	YTD: 0
Interdiction Drug Arrests: 12	YTD: 13
Interdiction Wanted Persons Arrests: 2	YTD: 4
Interdiction Currency Seizure: \$11,634	YTD: \$19,141

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 154	YTD: 333
Cases closed/resolved: 55	YTD: 138
Criminal Arrests: 56	YTD: 108
Homicides: 0	YTD: 0
Infant Death Investigations: 0	YTD: 0
Suicide Detective Investigations: 1	YTD: 2
Missing person Investigations: 10	YTD: 16
Computer forensic Exams: 4	YTD: 7
Sex Offenders Registered: 57	YTD: 133

A Detective has been assigned to the US Marshals Service Task Force, with a yearly review between the US Marshals Service and Decatur Police Administration to ensure effectiveness. This partnership allows for quicker apprehension of fugitives within the Decatur/ Macon County region and also allows for more government resources in the pursuit of major fugitives.

Fugitive Arrests: 32	YTD fugitive arrests: 73
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Freedom of Information (FOIA)

The Professional Standards Unit received 221 Freedom of Information Act requests for the month; 435 total requests YTD in 2017.

**Public Works Department
Monthly Activity Report
February 2017**

Engineering:

7th Ward Sewer Rehabilitation: Bids were opened for this project in December and approved by Council on January 17, 2017. A preconstruction meeting is planned for March 2. Construction should begin April 2017.

McKinley Avenue Sewer Rehabilitation: This project is currently under design by BGM & Associates. The condition is considerably worse than originally estimated in the master plan that was completed 5 years ago. The project is on hold as funding options are being reviewed and the focus is on the 7th Ward Sewer.

2017 State MFT Street Improvement Projects: The street list has been approved and is being reviewed by the Illinois Department of Transportation. The project is proposed to go out for bids in April.

2017 City MFT Street Improvement Project: The street list has been approved. The project is proposed to go out for bids in March.

Nelson Park Neighborhood Storm Drainage Improvements: This project was designed by Blank, Wesselink, Cook & Associates. The project will be funded through a low interest loan from the IEPA. It is currently out for bid with bids due the end of March. Work should begin in June, 2017.

2017 Water Main Replacement Project: This was designed by City staff and bids were opened on February 21. Council will review the project in March. Work should begin in April, 2017.

Sewer Televising: 33,757 feet of sewers were televised. 6 special inspections / investigations were performed.

Contract Sewer Cleaning: 6,016 feet of sanitary sewers were cleaned under contract.

MUNICIPAL SERVICES MONTHLY DATA 02/01/17 – 02/23/17

TASKS	QUANTITY	MANHOURS	OTHER INFO
Sweeping	352.1 miles	206 hrs.	
Potholes Repaired	2,177 each	272 hrs.	
72 Hour Clean Ups	31 each	104.5 hrs.	
Tree Trims	112 each	N/A	
Sanitary Sewer Derooting	62,193 lin. ft.	182 hrs.	
Sanitary Sewer Cleaning	23,639 lin. ft.	164 hrs.	