Monday, June 5, 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

Approval of Minutes of May 15, 2017 City Council Meeting

IV. Unfinished Business

V. New Business

1. Proclamations and Recognitions
2. Resolution Authorizing City Manager to Execute Contract Extension with JL Hubbard Insurance and Bonds for Employee Benefit Insurance Broker and Advisory Services
3. Ordinance Authorizing Collective Bargaining Agreement for Pay and Benefits - AFSCME Council 31 and Local 268, General Service Employees
4. Ordinance Granting Non-Conforming Use Permit Expansion of Non-Conforming Contractors and Builders Use 3350 West Marietta Street
5. Resolution Authorizing Annual Service Agreement with Superion, LLC - OSSI - Decatur Police Department
6. Resolution Authorizing Intergovernmental Agreement Establishing the Central Illinois Regional Dispatch Center
7. Resolution Authorizing Termination of Contractual Agreement with ETSB
8. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Company, Inc. for 2017 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2017-09
9. Resolution Approving the Expenditure of City Funds to Purchase Fiber

Build Services for Phase 2 of the City Fiber Project from the Illinois Department of Innovation & Technology

10. Ordinance Rezoning Property R-3 Single Family Residence District to B-1 Neighborhood Shopping District 1210 South Jasper Street
11. Ordinance Amending Zoning Ordinance Section XII. B-2 Commercial District
12. Ordinance Amending Zoning Ordinance Section XXV. Signage
13. Ordinance Rezoning Property R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District 3900 Block of County Fair Drive
14. 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. Ordinance Amending City Code Chapter 67.1 Floodplain Protection Provisions
    C. Resolution Ascertaining Prevailing Rate of Wages for Construction of Public Works by Contract
    D. Resolution Authorizing Agreement for Lobbying Services Curry and Associates L.L.C.
    E. Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings
    F. Resolution Authorizing Application and Execution of Technical Assistance Grant Contract with the Illinois Department of Transportation for Section 5305 State Planning and Research (Technical Services) Grant.
    G. Resolution Authorizing the Execution of a Change Order Cummins Crosspoint

VI. Other Business

VII. Adjournment

CITY COUNCIL MINUTES
Monday, May 15, 2017

On Monday, May 1, 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 Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel and Dana Ray. Seven members present. Mayor Julie Moore Wolfe declared a quorum present.

Assistant City Manager Billy Tyus attended the meeting in City Manager Tim Gleason's absence.

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

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

President Jim Heatherton of ABATE of Illinois Freedom by Choice spoke about the importance of raising motorcycle safety and awareness. Mr. Heatherton provided the Council with a report from the Illinois Department of Transportation on motorcycle crash statistics. Mr. Heatherton would like for Decatur to set an example for motorcycle awareness and safety and start saving lives.

Melody Arnold representing Friends of Lincoln Trail Homestead State Park and Memorial read a statement regarding their mission, goals, and upcoming events.

Jim Oettel shared his concerns regarding people mowing and blowing their grass on to the roadways. Mr. Oettle also commented on the proposal to harvest timber. Mr. Oettle stated the City needs to look at the resources they have here and capitalize on them. Think about how much the City is spending to take silt out of the lake. There is going to be run off into the lake from the land where the trees are harvested. He asked Council to think about the long term consequences of their decision.

The minutes of the April 26, 2017 Special City Council meeting and May 1, 2017 City Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Dana Ray, and on call of the roll, Councilmen Bill Faber, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Councilman David Horn stated he was not present at the April 26, 2017 meeting and abstained; Councilman Charles Kuhle abstained. Five ayes and two abstentions. 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.

Proclamations and Recognitions:

Macon County Sheriff Lt. Tony Brown read a Proclamation proclaiming May 2017 as Community Action Awareness Month in recognition of the hard work and dedication of all community action agencies.

Assistant City Manager Billy Tyus read a statement prepared by City Manager Tim Gleason in recognition of Assistant City Manager Jerry Bauer's retirement at the end of May after almost 38 years of service to the City. Mayor Julie Moore Wolfe also thanked Jerry Bauer, on behalf of the Council, for his dedication to the community.

R2017-65 Resolution Authorizing Reciprocal Agreement on Exchange of Information between the City of Decatur and the State of Illinois, Department of Revenue pursuant to Illinois Retailers' Occupation Tax Act, Service Occupation Tax Act, Use Tax Act and the Service Use Tax Act, was presented.

Councilwoman Dana Ray moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Assistant City Manager Billy Tyus answered Council member's questions regarding the purpose of the confidentiality of the report.

Upon call of the roll, Councilmen Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2017-66 Resolution Accepting the Bid of Jackson Ford, Inc., Decatur, IL, for the Purchase of One (1) 2017 Ford F-250 ¾ Ton Pick-Up Truck with Life Gate, was presented.

Councilwoman Dana Ray moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Councilman Charles Kuhle asked why more businesses in town didn't bid on the vehicles. Public Works Director Rick Marley said over the years the City has received bids from all manufacturers and all makes. He didn't know of any reasons for why the City didn't receive more bids.

Upon call of the roll, Councilmen Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2017-67 Resolution Accepting the Bid of Jackson Ford, Inc., Decatur, IL, for the Purchase of Two (2) 2017 Ford F-250 ¾ Ton Pick-Up Trucks with Plow, was presented.

Councilwoman Dana Ray moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Upon call of the roll, Councilmen Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R20107-68 Resolution Accepting the Bid of Jackson Ford, Inc., Decatur, IL, for the Purchase of Two (2) 2017 Ford F-150 ½ Ton Extended Cab Pick-Up Trucks, was presented.

Councilwoman Dana Ray moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Upon call of the roll, Councilmen Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2017-69 Resolution Authorizing an Agreement for the Removal of Certain Trees – Critchelow Logging Company, was presented.

Councilwoman Dana Ray moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Mr. Critchelow and Assistant City Manager Billy Tyus responded to Council member's questions regarding the harvesting of trees at the proposed location. Councilman David Horn shared that harvesting up to 114 trees for short term profit while risking the immediate loss of nest and nestling birds, as well as degrading hardwood forest, is not in best interest of the City. Councilman Bill Faber stated he would embark on logging projects if there was a compelling need to do so.

Judy Parish said it takes mature trees to produce our oxygen. In a City, it is especially important to have something making our oxygen.

Upon call of the roll, Councilmen Lisa Gregory, Charles Kuhle, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Councilman Bill Faber and David Horn voted nay. Five ayes and two nays. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Consent Calendar Items A through F and asked if any Council member wished to have an item removed from Consent Calendar. Councilman Charles Kuhle removed Items B and E. The Clerk read Items A, C, D and F:

A. Receiving and Filing of Minutes of Boards and Commissions
C. R2017-70 Resolution Approving Appointment – Historical and Architectural Sites Commission
D. R2017-71 Resolution Approving Reappointments – DCDF Board

F. R2017-72 Resolution Regarding Temporary Closing of State Rights-of-Way – Community Events – Firecracker Road Run

Councilwoman Dana Ray moved Items A, C, D, and F be approved by Omnibus Vote; seconded by Councilman Pat McDaniel, and on call of the roll, Councilmen Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2017-73 Resolution Authorizing the Execution of a Contract with HSHS Medical Group, Inc. for Occupational Health Services, was presented.

Councilwoman Dana Ray moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Councilman Charles Kuhle asked if these types of items are put out for bid. Assistant City Manager Billy Tyus stated no, but the City does regularly work with a number of different providers to provide these types of services.

Mayor Julie Moore Wolfe stated she would be abstaining from the vote because of her employer.

Upon call of the roll, Councilmen Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel and Dana Ray voted aye. Mayor Julie Moore Wolfe abstained. Six ayes and one abstention. Mayor Julie Moore Wolfe declared the motion carried.

2017-23 Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way – Decatur Celebration, Inc. – French Fried 5K & Street Party, was presented.

Councilwoman Dana Ray moved the Ordinance do pass; seconded by Councilman Pat McDaniel.

Councilman Charles Kuhle asked if part of downtown was going to be closed for this event. City Clerk Debbie Bright stated West Main, West William and West North would be closed. Councilman Charles Kuhle asked if this would impact the merchants downtown. Mayor Julie Moore Wolfe stated this was the second year for the race.

John Phillips stated this is the second year and nobody was asked last year about closing the roads. Last year they just closed off the roads. It would be helpful if the Decatur Celebration did some asking. They sat up at 3:00 p.m. on Friday last year, but he has been told the Decatur Celebration would do it different this year.

Councilman Pat McDaniel stated he has been told that when there are events downtown over the weekend the streets are closed down the night before.

John Phillips stated if they would close down the road the morning of the race for a couple of hours they would deal with it. Assistant City Manager Billy Tyus said they will have a conversation with Decatur Celebration to make sure there is outreach and routing of traffic prior to this happening.

Upon call of the roll, Councilmen Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Other Business. Councilman Pat McDaniel stated he would like to know the age of the people involved in the motorcycle accidents. He also stated the City needs to start doing some enforcement of people blowing their grass clipping out into the roadways. Councilman Bill Faber requested statistics on how many citations have been issued in the past five years for distracted driving in the community.

Moore Wolfe called to Recess to Study Session for the Treasurer's Financial Report.

Councilwoman Dana Ray moved to recess to Study Session; seconded by Councilman Pat McDaniel.

Upon call of the roll, Councilmen Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Finance Director Gregg Zientara gave the monthly Finance report and responded to Council member's questions regarding property taxes and sales taxes.

Mayor Julie Moore Wolfe called to Recess to Closed Executive Session under Section 2. Open Meetings (c) (2) Collective Negotiating Matters Between the Public Body and its Employees or Their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees and (c) (6) the Setting of a Price for Sale or Lease of Property Owned by the Public Body.

Councilman Pat McDaniel moved to recess to Closed Executive Session; seconded by Councilwoman Dana Ray.

Upon call of the roll, Councilmen Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Council returned to the regular Council meeting following Closed Executive Session.

Councilman Pat McDaniel moved the regular Council meeting be adjourned; seconded by Councilwoman Dana Ray. All were in favor by voicing no objections. Mayor Julie Moore Wolfe declared the Council meeting adjourned at 7:10 p.m.

Approved _____
Debra G. Bright
City Clerk

DATE: 5/8/2017

MEMO: Letter to the Decatur City Council Financial Management Department Letter #2017-04

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT: Resolution Authorizing City Manager to Execute Contract Extension with JL Hubbard Insurance and Bonds for Employee Benefit Insurance Broker and Advisory Services

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the attached resolution authorizing the City Manager to execute a two year contract extension with JL Hubbard Insurance and Bonds, whereas, JL Hubbard will continue to provide the city with broker and advisory services on employee benefit matters, including healthcare, dental, vision, life insurance, disability insurance, and others.

BACKGROUND:
In early 2015, in preparation of the healthcare benefit broker and advisory contract termination between the City and AJ Gallagher/Behnke & Company) on December 31, 2015, the city engaged in a request for proposal process. A committee was formed to review, evaluate and to make a recommendation to the city council of the broker / advisor to be selected. The committee was comprised of Councilman Larry Foster, Assistant City Manager Jerry Bauer, Risk Manager Scott Clark and City Treasurer and Director of Finance Gregg Zientara.

JL Hubbard Insurance and Bonds was unanimously recommended by the committee, which was received and approved by the City Council, with JL Hubbard Insurance and Bonds commencing services as the broker and advisor to the city in employee benefit insurance matters effective June 1, 2015.

The contract provided for a two year term covering the period June 1, 2015 to May 31, 2017, with the provision for period extension exercised at the option of the city.

The city now desires to affect a contract extension of two (2) years for the period June 1, 2017 to May 31, 2019, with the option to further extend the agreement by an additional two (2) year period to be determined at a later date and exercised at the option of the city.

Additional Commentary

The two year relationship between JL Hubbard Insurance and Bonds and the City of Decatur has been successful and has, from a city point of view, surpassed our original expectations.

The city engaged JL Hubbard at a time when the city was seeking advisory services that could assist and guide the city through a re-engineering process that included the development of a plan to review, rationalize, consolidate and leverage employee benefit coverage offerings to seek insurance coverage that provided the maximum of benefits to city employees, at a minimum cost to the city. In addition, the city desired the development and implementation of a "Wellness" program, intended to provide city employees with increased healthcare opportunities in an environment that encouraged participation, leading to improved employee health awareness and eventual outcomes.

Key results achieved by the city since the engagement with JL Hubbard, include, but are not limited to:

- Consolidation of broker / advisor services into one provider allowing the leveraging of offerings to secure maximum coverage at leveraged price points
- Implementation of new dental / vision offerings to employees, with same coverage, at less cost
- Guided the city in the creation of the "wellness program"
- Guided the city in the creation of the City's first and second "annual health fairs" for city employees, retirees, library employees
- Automation of the city's annual benefit enrollment process to move from a "manual paper process" to a "internet based electronic process", improving the efficiency of the process
- Continued guidance to the city as we move forward in the re-engineering of new and improved employee benefit programs and offerings to city employees, retirees and connected parties

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

INPUT FROM OTHER SOURCES:
No input from other sources.

STAFF REFERENCE: Tim Gleason, City Manager Gregg D. Zientara, City Treasurer & Director of Finance

BUDGET/TIME IMPLICATIONS:
The annual broker and advisory fee is as follows:

Period	**Annual fee**	
June 1, 2017 to May 31, 2018	$ 41,200	3% increase from prior period
June 1, 2018 to May 31, 2019	$ 42,436	3% increase from prior period
Extension options		
June 1, 2019 to May 31, 2020	$ 43,709	3% increase from prior period
June 1, 2020 to May 31, 2021	$ 45,020	3% increase from prior period

The June 1, 2017 to May 31, 2018 fee proposal is included in the City's 2017 budget.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Service agreement	Backup Material

RESOLUTION NO. R2017-

RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT EXTENSION WITH JL HUBBARD INSURANCE AND BONDS FOR EMPLOYEE BENEFIT INSURANCE BROKER AND ADVISORY SERVICES

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

Section 1. That the agreement presented to the City Council herewith between the City of Decatur Illinois, and JL Hubbard Insurance and Bonds, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager, is hereby, authorized and directed to sign said agreement in substantially the same form as presented on behalf of the City of Decatur, Illinois.

PRESENTED and ADOPTED this 5th day of June, 2017.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

May 8, 2017

City of Decatur
1 Gary K. Anderson Plaza
City of Decatur, IL 62523

Dear Mr. Zientara,

Pursuant to our discussion, please consider this document as an extension of our original *Letter of Understanding* dated April 13, 2015 for the services provided to the City of Decatur by JL Hubbard Insurance and Bonds Agency. Our services will include but not be limited to the following as per the Request for Proposal "Scope of Services":

- Initial meeting to discuss the goals of the City of Decatur and philosophy surrounding your employee benefits
- Review of current benefit structure
- Collection and review of paid claim data
- Compile and present a full claims analysis to the City of Decatur. This includes, but is not limited to the following information:
  - Cost per employee with comparisons to national data;
  - Health care utilization information (paid claim dollars by inpatient services, outpatient services, prescription drugs, physician office visits, routine services, chiropractic services, therapies, etc);
  - Claims by diagnosis (categories derived by ICD-9 codes to target illnesses within your member population);
  - Eligibility demographics; and
  - Prescription drug analysis.
- Analyze current plan of benefits for recommendation of changes relative to cost containment, industry norms, wellness initiatives and areas of importance to the City of Decatur
- Ongoing administrative functions;
  - Quarterly reporting with claims analysis to identify key issues and trends
  - Employee claims issue resolution as needed
  - Employee education meetings as needed

- **Annual and Periodic Reporting**

- Provide year-end review on the performance of the group self-insurance plan including summary of plan costs, costs per plan, benefits paid per type of service, etc and include discussion of trends of the plans

- Provide as agreed upon periodic financial review of the group self-insurance including actual vs. budget, aggregate and stop loss review, utilization review, contributions by employer, employee and retiree, and projected costs

❖ **Communications and Assistance**

- Attend regular and special meetings (some with as little as 2 days notice) as requested including City Council Meetings, contract negotiations, and with City staff

- Provide customer service to staff, employees and retirees to resolve provider issues including billing, claims and vendor service

- Recommend and assist City staff in developing improved communications with employees and retirees

- Assist or conduct employee educational meetings on benefit coverage and trends including providing benefit information to employees and retirees

- Assist with regular, open and new employee enrollment process including attending employee meetings, developing enrollment materials and verifying enrollment accuracy

❖ **Compliance & Resources**

- Evaluate and review plan designs to assist and ensure plans are in compliance to state and federal regulations

- Review and evaluate benefit plan documents, summary plan descriptions, contacts, required communications to employees and regulatory agencies as requested

- Provide samples of suggested language for required communications to employees and regulatory agencies

- Conduct periodic meetings and provide materials discussing practical implementation of the Patient Protection Affordable Care Act and related State of Illinois requirements

- Assist, review and evaluate compliance procedures for other programs such as COBRA and HIPAA

❖ **Marketing and Selection**

- Develop strategy to identify goals for the solicitation and selection of TPA, stop-loss insurance and related products and services
- Solicit qualified TPA's and represent the City in negotiations on issues related to costs, service, and contract terms and conditions
- Analyze and compare proposals for cost competitiveness, compliance to City needs, and value
- Evaluate proposals for service responsiveness, capabilities and performance record
- Develop recommendations to City that includes complete analysis for each proposal and identification of variations or differences in the proposals
- Recommendation will include complete discussion of why the recommended TPA and stop-loss insurance is the best value for the City
- After City approval of TPA and related products, complete everything necessary to ensure smooth transition to new benefit period

❖ **Planning and Strategies**

- Provide ongoing analysis of plan designs, cost containment strategies and cost sharing alternatives
- Review plan costs trends and develop strategies to minimize impact of future requirements of regulations
- Review and provide impact of current wellness programs
- Outline and describe additional wellness initiatives and assist with the development and implementation of the wellness programs

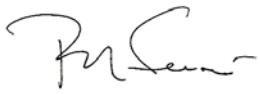
The intent of this Letter of Understanding is that of a working document for the Scope of Services requested. It will vary periodically as mutually agreed based on the needs of the City of Decatur benefit plans at the time.

The effective date of this extension will be an annual option of the City of Decatur beginning June 1, 2017 and ending June 1, 2020 as provided in our response to the original Request for Proposal issued by the City of Decatur and accepted by the City April 22, 2015. JL Hubbard Insurance and Bonds Agency will continue services for the original annual agreed fee of $40,000 with an annual increase of 3% at the beginning of each option year elected. This is payable in quarterly installments of $10,300.00 at the beginning of each quarter for the option year June 1, 2017 through May 30, 2018. It is further noted that this compensation is the only compensation we will receive related to your medical account. We will not accept any additional compensation from any source.

Our consulting fee for this project includes not only my time, but the time and experience of our entire staff. Amy Whiting-McCoy and Stephanie Jackson will be the dedicated Account Executives that will coordinate all aspects of this project.

I am confident you will find our services of value and look forward to a long-term partnership with you and the City of Decatur. Please execute this Letter of Understanding with your signature below.

Sincerely,



Rick Semonis, CLU

_____

City Manager

DATE: 5/30/2017

MEMO: 2017-12

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager

SUBJECT: 2017 AFSCME Local 268 Collective Bargaining Agreement

SUMMARY RECOMMENDATION: Staff recommends that City Council approve the attached ordinance regarding the 2017-2020 AFSCME Local 268 labor agreement with the City of Decatur.

BACKGROUND:
The general service employees' labor agreement with the City expired on April 30, 2017 and for a number of months the parties have undertaken traditional bargaining to reach a successor agreement. The terms of that agreement were ratified by Union membership on May 30, 2017 and Staff recommends that this agreement be approved by Council.

Terms of the contract include residency within City limits for the first 5 years of employment for new hires; annual across-the-board wage increases of 1.75% for the first 8 months of the contract, 2.25% per year for each of the next two years, and 2.0% the final year; annual employee health insurance premium contribution changes that equal the overall percentage premium change each year, to a maximum of 8.5% per year; participation in the City's 4-tier health insurance plan in 2018; a Medicare supplement alternative for new retirees; random drug testing for all bargaining unit employees; additional vacation days for employees with more than 25 years of service; an incentive pay schedule increase; limitation on the use of compensatory time to 80 hours per year per employee; an increase of 24 hours in "undocumented" sick leave use; a limitation of 12 months for non-duty related leave; and various other changes in language.

POTENTIAL OBJECTIONS: There are no known objectors to this agreement.

INPUT FROM OTHER SOURCES: None.

STAFF REFERENCE: Questions regarding the agreement should be directed to Tim Gleason, City Manager, at 424-2801 or tgleason@decaturil.gov.

BUDGET/TIME IMPLICATIONS: This is a three year, eight month agreement expiring December 31, 2020. Budgeting for it will span the current and next three fiscal years.

ATTACHMENTS:

Description	Type
Ordinance Approving CBA	Ordinance
AFSCME CBA 2017-2020	Backup Material

ORDINANCE NO. _____

ORDINANCE AUTHORIZING COLLECTIVE BARGAINING AGREEMENT
PAY AND BENEFITS
– A.F.S.C.M.E. COUNCIL 31 AND LOCAL 268, GENERAL SERVICE EMPLOYEES –

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

Section 1. That the Collective Bargaining Agreement presented to the Council herewith between the City of Decatur and A.F.S.C.M.E. Council 31 and Local 268, for General Services Employees' salaries and benefits effective May 1, 2017, through December 31, 2020 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.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of June 2017.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
DEBRA G. BRIGHT, CITY CLERK

COLLECTIVE BARGAINING AGREEMENT

between

A. F. S. C. M. E. LOCAL 268

and the

CITY OF DECATUR, ILLINOIS

May 1, 2017

through

December 31, 2020

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AGREEMENT

A.F.S.C.M.E. LOCAL 268

CITY OF DECATUR, ILLINOIS

May 1, 2017 to December 31, 2020

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

PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits, and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows.

ARTICLE I

GENERAL

Section 1. This Agreement is entered into for the purpose of promoting harmonious relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and to promote the morale, rights, privileges and well-being of the employees of the city.

Section 2. The employees of the City shall regard themselves as employees of the public and are to be governed by the highest ideals of honesty and integrity in all their public conduct and in their personal conduct insofar as the same might reflect upon them or their representation as public employees in order that they may merit the respect and confidence of the public which employs them and which they serve.

Section 3. The City recognizes the Union as the sole and exclusive bargaining representative for the purposes of establishing wages, hours and conditions of employment for all regular, full-time employees in the classifications listed in Exhibit A.

Section 4. The classifications or job titles listed in Exhibit A are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the City.

Section 5. A regular, full-time employee is an employee who is not a probationary employee, and who works a regular duty week of forty hours or more, excluding temporary or seasonal employees, and also excluding those employees whose services are performed as part of an unemployment work-relief or work training program assisted or financed in whole or in part by any Federal agency or an agency of the State of Illinois.

Section 6. Temporary Employees - Nothing contained herein shall preclude the City from hiring temporary employees due to leave, illness or other extraordinary circumstance, or as seasonal employees. Such temporary employees shall not be entitled to any of the benefits outlined herein, except statutory benefits as provided by law. The City will not engage temporary employees in bargaining unit positions for more than 1,000 hours per calendar year. This limitation can be extended in individual situations by mutual consent of the City and the Union.

ARTICLE 2

PLACE OF RESIDENCE

Section 1. Persons appointed to positions in the classified service shall reside within Macon County or within fifteen (15) miles of the corporate limits of the City of Decatur. All employees hired after the date of execution of this collective bargaining agreement shall be required to reside within the corporate limits of the City of Decatur for the first five (5) years of employment, and within the corporate limits of Macon County or within fifteen (15) miles of the corporate limits of the City of Decatur thereafter. Upon original appointment, an appointee 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 appointee's probationary period.

ARTICLE 3

UNION SECURITY

Section 1. The City agrees to deduct from the pay of those employees who individually request it any and all of the following: union membership dues, assessments or fees, P.E.O.P.L.E. contributions, union sponsored health and welfare plan contributions, Earthmovers Credit Union contributions and deposits for all other Credit Unions and banks within the City of Decatur for which at least 10 employees have shown an interest in using. Upon written authorization by an employee filed with the Director of Finance thereof, the City shall deduct from wages or salary of such employee such sums as are certified by the Treasurer of the Union or the employee, which sum so deducted shall be delivered to Council 31 or the Earthmovers Credit Union, or other Credit Unions or banks 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 deduction shall be made from the wages or salary of such employee for that month.

Section 2. The City shall deduct from the wages or salary of each employee in any classification listed in Exhibit A to this Agreement 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; 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. (a) Although it is agreed that union membership is not a mandatory condition of employment for any employee covered by this Agreement, any employee covered by this Agreement employed before June 1, 1989, except as provided in sub-paragraph (b) hereof, who has become a Union member or becomes a Union member at any time during the term of this Agreement, shall, as a condition of continued employment, continue to pay to the Union those dues or fees regularly charged members of the Union in good standing for the life of this Agreement (except as otherwise provided herein for yearly withdrawal of membership). The failure of an employee who has become a member and who does not withdraw membership during the withdrawal periods stated herein to continue to pay such dues and fees shall obligate the City, upon written notice from the union to such effect, to discharge the employee if Union membership was available to the employee on the same terms and conditions generally available to all other members.

(b) An employee hired after May 1, 1989, and covered by this Agreement who, after completing thirty (30) calendar days of employment voluntarily joins the Union, shall be subject to the same terms of continued membership as employees in Section 3 (a) above.

(c) Every employee who is a member of the Union shall have the right to withdraw from membership during the last thirty (30) days before each annual anniversary date of this Agreement. An employee who has properly withdrawn membership as provided herein shall not be subject to the provisions of Section 3 (a).

Section 4. The Union shall indemnify the City and any department of the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City or any department of the City for the purpose of complying with the provisions of this Article.

ARTICLE 4

INTERRUPTION OF DUTY

Section 1. While this Agreement is in effect it is understood that there shall be no strike, lock out, slow down, unauthorized absenteeism or interruption of duty or other interference with the efficient operation of the city service.

ARTICLE 5

HOURS OF DUTY

Section 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.

Employees shall neither be permitted nor mandated to work more than sixteen (16) consecutive hours. Employees who work sixteen (16) consecutive hours shall be provided a minimum eight (8) hour off-duty rest period immediately thereafter. This provision supersedes all other provisions of the Collective Bargaining Agreement relating to hours of duty and overtime. This provision may be temporarily suspended by mutual agreement between the City and the Union for good cause.

Section 2. (a) The normal duty week may consist of five (5) consecutive eight (8) hour duty days Monday through Friday inclusive, or, with the consent of the department director and the employee or employees involved, four (4) ten (10) hour duty days during the period Monday through Friday, except for employees in continuous operations, parking enforcement officers, persons assigned to the Information Technology (IT) Department, and persons assigned to the transcribing unit in the Police Department. Employees in continuous operations in the Water Production Division shall have a duty week consisting of five (5) consecutive eight (8) hour days followed by at least two (2) consecutive days off; such employees may elect to utilize an accumulated holiday or vacation day when a third consecutive day off is scheduled.

(b) The City may establish new shifts, within the limitations provided in this Section. Employees within job classifications in the affected department which have been assigned to a new shift shall be permitted to volunteer for such assignment to any new shift. Such employee requests shall be honored in order by seniority; such opportunity to volunteer for assignment to such new shift shall be offered to employees not less frequently than once per fiscal year, and more senior employees may bump less senior employees there from. The City shall assign employees to a new shift after all eligible employees have had an opportunity to volunteer for assignment thereto. When a new shift has been so established and staffed, as herein provided, the City may transfer employees of the same classification between and among all shifts within the affected department if it finds that any shift, as staffed, does not contain sufficient seniority among the employees thereof to operate in the best interests of the City; provided that, the City may not so transfer any employee from a new shift until all employees in the same classification and on the same new shift, with less seniority, have been transferred. The City cannot create new shifts solely to avoid payment of overtime.

Section 3. Except during periods when snow and ice control shifts are in operation, employees shall be scheduled to serve on a regular duty shift which has a regular starting and quitting time.

Section 4. (a) A snow and ice control shift is a scheduled duty day in excess of eight (8) hours called for the purpose of snow or ice control during periods of heavy or expected heavy snowfall or ice accumulations.

(b) A snow and ice control shift may be ordered by the Municipal Services Manager or his/her designee when, in his opinion, snow or ice is accumulating, has accumulated or is expected to accumulate on the public streets at such depths or at such a rate that around-the-clock snow or ice control operations are necessary until the public streets are clear and the period of accumulation is ended.

(c) The City shall not use or call snow and ice control shifts for the purpose of avoiding or circumventing payment for overtime.

(d) Three lists of employees shall be established with preference being determined by seniority, during the month of November to be designated A, B and FM shifts for the purposes of snow and ice control shifts and ordinary snow and ice control overtime. Employees of like positions on the A and B lists shall be allowed to trade positions on said lists during the year subject to the approval of the Department Director, which approval shall not be unreasonably withheld.

(e) For purposes of snow and ice control, the following two shifts are recognized: 11:00 a.m. to 11:00 p.m., and 11:00 p.m. to 11:00 a.m. The first shift of employees called to duty for a snow and ice control shift, whether it be the 11:00 a.m. to 11:00 p.m. shift or the 11:00 p.m. to 11:00 a.m. shift, shall be given the opportunity to work all regularly scheduled hours during the

duty day on which the snow and ice control shift was worked as well as the hours required for the snow and ice control shift.

(f) If the snow and ice control shifts have been canceled prior to or during the second shift of employees called to duty during the first 24 hours of said shifts, whether it be the 11:00 a.m. to 11:00 p.m. shift or the 11:00 p.m. to 11:00 a.m. shift, said second shift of employees shall work a minimum of eight hours and be given the opportunity to work no more than twelve hours. On the last snow and ice control shift, the employee may request to leave after eight (8) hours. Permission shall be granted based on operational necessity.

(g) Employees may be called to report to duty for a snow and ice control shift within two hours of the regularly scheduled starting time of said shift. Employees may be held over for up to two hours at the end of a snow and ice control shift if the snow and ice control shifts have been canceled prior to the end of such shift but additional snow and ice control is needed or desired.

(h) Employees shall be called for voluntary or emergency snow and ice control overtime, as opposed to snow and ice control shifts, in the order of seniority as they appear on lists A and B established herein according to the time during which the necessity for reporting for overtime duty arises. The City may call an employee to report to duty for voluntary or emergency snow and ice control overtime within two hours of the regularly scheduled starting time of the A or B list to which such employee belongs. The City may not work any employee in excess of two hours beyond the regular quitting time of said employee's A or B list.

(i) An employee shall be told when being called for overtime for snow and ice control purposes whether such is for voluntary or emergency overtime or whether a snow and ice control shift has been called.

(j) Scheduling of Fleet Maintenance personnel for snow and ice control shifts shall be as follows:

Fleet Maintenance personnel (except the Parts Person/Dispatcher) shall be called for shifts per Article 5, Sections 4 (a) through (i) above, with the following exceptions. Fleet Maintenance personnel shall be called for overtime on a rotating basis, a minimum of 2 mechanics per shift, except that no employee shall be made to work more than sixteen (16) hours including his/her regular shift when the regular duty day falls within the overtime period. If the Parts Person/Dispatcher is unavailable, mechanics will be permitted to obtain parts directly from the parts room, provided they document the parts obtained and the equipment on which the parts are used.

The Parts Person/Dispatcher shall be permitted to select, during the month of November, the snow and ice control shift, either 11:00 am to 11:00 p.m. or 11:00 p.m. to 11:00 a.m., he/she prefers to work for the duration of the snow and ice control season. If no preference is expressed, the Fleet Supervisor shall make a shift assignment for the Parts Person/Dispatcher.

(k) During a twelve hour shift, available mechanics will be distributed between the two twelve hour shifts.

Section 5. Duty schedules showing the employee's respective shifts, duty days, rate of pay and hours shall be posted in each departmental office.

Section 6. Employees engaged in continuous operations are those employees engaged in an operation for which there is regularly scheduled employment 24 hours each day of the week.

Hours of duty of employees in classified service assigned to continuous operations shall be established so that the average weekly duty hours in any year, other than hours during which such employees are necessarily summoned to or kept on duty, shall not exceed 40 hours.

Section 7. Employees shall be granted a lunch period during each duty shift as near as practicable at the middle thereof which said lunch period shall not exceed one hour.

Section 8. (a) The City and the Union agree that the regular hours of duty for the Municipal Services Division positions listed in Exhibit B from the Tuesday following Memorial Day through the Friday before Labor Day shall be from 6:30 a.m. to 3:00 p.m. Regular hours of duty for the Water Services Division positions listed in Exhibit B from the Tuesday following Memorial Day through the Friday before Labor Day shall be 7:00 a.m. to 3:30 p.m.

(b) With regard to employees whose position was scheduled to work a regular duty day of 8:00 a.m. to 5:00 p.m. as of May 1, 1991, the City may, with the employee's consent, reschedule such employee provided that said hours of duty do not commence prior to 7:00 a.m. nor terminate later than 7:00 p.m.

(c) With regard to employees whose position was scheduled to work a regular duty day of eight consecutive hours, with 1/2 hour of paid time for lunch, as of May 1, 1991, the City may reschedule such employee such that said employee is required to work 8 1/2 consecutive hours, with 1/2 hour unpaid for lunch.

(d) An employee may be held over beyond the quitting time of his/her regular shift to complete task(s) currently in progress. An employee working in non-emergency situations and held over beyond the quitting time of his/her regular shift will be allowed a reasonable absence to attend to personal business provided that reasonable accommodations can be made. Employees returning to work under this section are not considered to be called back.

ARTICLE 6

SALARIES AND WAGES

Section 1. The annual rate of pay for each step and grade of the pay plan as set out in Exhibit C for the respective classified positions as listed under Article 1 shall be effective May 1, 2017, and shall represent a one and three quarter percent (1.75%) increase over wages paid for contract year 2016-2017.

Section 2. (a) The annual rate of pay for each step and grade of the pay plan for the respective classified positions in effect January 1, 2018, shall be as per Exhibit D, and shall represent a two and one quarter percent (2.25%) increase over wages paid as of May 1, 2017.

(b) The annual rate of pay for each step and grade of the pay plan for the respective classified positions in effect January 1, 2019, shall be as per Exhibit E, and shall represent a two and one quarter percent (2.25%) increase over wages paid as of January 1, 2018.

(c) The annual rate of pay for each step and grade of the pay plan for the respective classified positions in effect January 1, 2020, shall be as per Exhibit F, and shall represent a two percent (2.0%) increase over wages paid as of January 1, 2019.

(d) Employees who retired between May 1, 2017 and the date this agreement is fully executed will receive the same wage increases offered to current AFSCME employees on the same effective dates, for the period during which they were employed, through the date of their separation from the City.

Section 3. Any regular, full-time employee hired shall commence service at the lowest grade provided in the schedule of pay grades for such classification. Advancement from a lower grade to a higher grade for grades A through F shall be based upon attainment of at least a fully acceptable rating on the employee's performance evaluation. Advancement from steps P1 and P2 shall not be made prior to three (3) months services in such steps, P2 to A shall be made no later than 6 months from service in such step**,** and advancement from all other steps shall not be made prior to one (1) year's service in each of such steps. In no case shall advancement from any step for any employee who has completed his/her probationary period be withheld for more than one (1) year from the earliest possible date for such advancement.

Section 4. When an employee is temporarily assigned to generally perform the duties of a classified position which is assigned a higher wage or salary in said pay plan than the classified position regularly occupied by said employee, such employee for the time he/she is so temporarily assigned shall be paid the wage or salary of the position to which such employee is temporarily assigned. Further this provision shall not apply if the duties so performed are in connection with the training program such employee is engaged in. When an employee has been assigned as herein described for a period in excess of 120 total days, within the term of this Agreement, the Human Resources Department shall examine the situation and report to the City Manager as to whether said position or positions should be reclassified.

Section 5. The City may offer employees the option of participation in a "cafeteria plan," as permitted by Section 125 of the Internal Revenue Code. Participation by any employee shall be on a voluntary basis.

Section 6. (a) Effective May 1, 2000, all employees who have been employed for five (5) or more years will be eligible for Incentive Pay. Incentive Pay will be calculated on the basis of credits accumulated according to the following schedule:

Employees with 25 to 59 credits	$150/yr.
Employees with 60 to 89 credits	$300/yr.
Employees with 90 to 119 credits	$450/yr.
Employees with 120 to 149 credits	$600/yr.
Employees with 150 to 179 credits	$750/yr.
Employees with 180 or more credits	$900/yr.

Types of Credit - Credits will be earned in accordance with the following schedule:

For each year of service	5 credits/yr.
For the number of continuous years from the present with no preventable job injury(ies)	1 credit/yr.
For the number of continuous years from the present with no preventable vehicle accident(s)	1 credit/yr.
For the number of continuous years from the present with no absences per year	1 credit/yr.
For the number of continuous years from the present with no disciplinary action(s)	1 credit/yr.

For each credit earned toward a baccalaureate or graduate degree at an accredited college or university	1 credit
For each new certification earned for a job-related skill (not involving CEUs or college credits)	1 credit
For each continuing educational unit (CEU) earned for a job-related skill	1 credit

Payment - Incentive Pay will be determined semiannually and will be paid pro rata bi-weekly.

Suspension of Payment - In the event of an employee's leave of absence for either a duty-related or non-duty-related injury, illness or disability, Incentive Pay shall continue to be earned by the employee, but payment shall be suspended after day thirty (30) of the leave, for the duration of the leave, for the purpose of facilitating the employee's receipt of Illinois Municipal Retirement Fund (IMRF) disability benefits; i.e. continuation of service credits, pension protection, and eligibility for death benefits. All incentive payments earned while the employee is on a qualified leave of absence shall be payable upon the employee's return to duty, on the following regular bi-weekly payroll cycle. In the event the employee is not released to return to duty, the accrued incentive pay shall be disbursed with the employee's final pay.

For the period of May 1, 2017 through December 31, 2017, Incentive Pay will be calculated on the basis of credits accumulated according to the following schedule:

Employees with 25 to 59 credits	$100/yr.
Employees with 60 to 89 credits	$200/yr.
Employees with 90 to 119 credits	$300/yr.
Employees with 120 to 149 credits	$400/yr.
Employees with 150 to 179 credits	$500/yr.
Employees with 180 or more credits	$600/yr.

(b) A premium will be paid annually at the end of the fiscal year per the following schedule to any employee who maintains and uses for the City's benefit the following certification(s) for any portions of that fiscal year:

Certified Pesticide Applicator - $300
Certified Pesticide Operator - $150
IEPA Certified Drinking Water Supply Operator – Class D - $300

The premium for the period of May 1, 2017 through December 31, 2017 shall be as follows:

Certified Pesticide Applicator - $200
Certified Pesticide Operator - $100
IEPA Certified Drinking Water Supply Operator – Class D - $200

The premium for the water supply operator license applies only to employees in the Water Distribution Section and to Engineering Technicians in the Engineering Division of the Public Works Department.

Section 7. For purposes of administering this agreement, a crew in the Public Works Department is defined as two employees working as a group, one of which is a Crew Chief, or three

or more employees working together as a group, one of which is either a Crew Chief or an employee receiving out of classification pay as a Crew Chief. For this section, the term “employee” includes seasonal and temporary employees.

Section 8. Upon implementation of the Emergency Communications Specialist classification, the date for subsequent annual performance evaluation shall be the anniversary date of the employee's appointment to City service or of the employee's appointment to County service. The date for annual evaluations shall be adjusted upon the employee's appointment to a higher skill level and shall thereafter be the anniversary date of the employee's appointment to the higher skill level.

ARTICLE 7

OVERTIME

Section 1. (a) Those employees paid on an hourly basis shall be paid one and one-half times the respective employee's regular hourly rate for all authorized hours worked over forty in any work week. Upon agreement between the employee and his/her supervisor, an employee shall be eligible to receive compensatory time off at the rate of time and one-half for all authorized overtime hours worked rather than pay. If such leave is not taken during the fiscal year, as required herein, the employee shall be compensated for such overtime during the first full pay period of the following fiscal year, by separate direct payroll deposit. Use of earned compensatory time shall be limited to no more than eighty (80) hours per employee in any fiscal year. Overtime hours worked beyond that shall be paid at the overtime rate, and not eligible for conversion to compensatory time. Overtime will not be based on time worked in excess of the normal 8 hour shift, but only on hours in excess of 40 per work period. Approved earned compensatory time, sick leave, vacation, holiday, funeral and emergency leave of which the employee is paid will be counted toward the 40 paid duty hours per week. The work period begins Monday and ends Sunday. For the period of June 15, 2017, through December 31, 2017, use of earned compensatory time shall be limited to no more than fifty six (56) hours per employee.

(b) Overtime shall be scheduled by seniority lists in each section(s) of each division(s) of each department before requesting other sections, divisions or departments fill vacant overtime slots, except for special events or community emergencies.

(c) For the purpose of scheduling overtime for special events, to include the Decatur Celebration, the City shall prepare a call-in-list (“list”) of employees who are able to work the overtime necessary to clean the areas of such events. This list shall be made up of employees from:

Department	**Division**	**Section**
Public Works	Municipal Services	Streets & Sewers, Forestry, Traffic
Public Works	Water Services	Water Distribution
Public Works	Water Production	Lake

The City and the Union further agree that employees shall be listed in the order of their hire-in seniority without respect to Department, Division or Section. The following job classifications shall be eligible for special events overtime:

Crew Chief	Equipment Operator	Water Meter Installer
Water Meter Repairer	Service Worker	Water Meter Reader
Water Service Worker		

(d). For the purpose of scheduling overtime for snow and ice control on City streets, the City shall prepare a call-in-list ("list") of employees who are able to work the overtime necessary. This list shall be made up of employees from:

Department	**Division**	**Section**
Public Works	Municipal Services	Streets & Sewers, Forestry, Traffic
Public Works	Water Production	Lake

The City and the Union further agree that employees shall be listed in the order of their hire-in seniority without respect to Department, Division or Section. The following job classifications shall be eligible for snow and ice control overtime. A commercial driver's license (CDL) is required for all persons assigned to this overtime.

Crew Chief	Service Worker	Equipment Operator
Water Service Worker		

Should the City be unable to get adequate personnel to handle a snow and ice emergency by using personnel from the above mentioned divisions, the City will then seek to fulfill its need for additional personnel from the employees of the Water Distribution Section.

Section 2. An employee recalled to duty, as distinguished from an employee held over beyond the quitting time of his regular shift, shall receive overtime pay for the time actually served but for not less than a minimum of two hours; provided, however, that such two hour minimum shall not apply if the time said employee is to report for recall duty is within one hour or less of the commencing time of such employee's regular shift.

Section 3. Overtime duty shall be voluntary and an employee who declines overtime shall not be discriminated against, provided that overtime duty required because of an emergency, or mandatory training, shall not be voluntary but will be served by the employee when directed.

(a) All employees represented by the bargaining unit who are subject to call for emergencies to provide essential services are required to have personal telephones as a condition of employment.

(b) Department directors will designate the job classifications within each department for which personal telephones for emergency calls will be required. A copy of the designations will be filed with the Human Resources Department. "Personal telephones" include home telephones and personally owned cellular telephones.

(c) All employees represented by the bargaining unit in designated classifications will provide personal telephone numbers to the department director and the Human Resources Department. Failure to comply with this requirement will be grounds for disciplinary action.

(d) Each employee represented by the bargaining unit will provide to the City a telephone number for his/her personal telephone for the purpose of call-ins. Each employee may provide to the City an additional telephone number, to be used in like manner. Telephone numbers so provided will be maintained in service 24 hours per day, 7 days per week.

(e) All departments will verify with employees, at least annually, that the telephone numbers provided are actually in service.

(f) All off-duty employees represented by the bargaining unit in designated classifications shall respond to telephone calls from their supervisors made for the purpose of recalling employees to work for snow and ice control overtime as described herein. Calls outside of regular work hours from Public Works Department supervisors during the period of November 1 through the following March 31 shall be made when necessary, for the purpose of recalling employees to work for snow and ice control overtime. Employees shall be permitted two (2) instances of not responding to such calls without penalty during this period. Non-response to subsequent calls shall be considered "substandard work" and shall be grounds for disciplinary action, in accordance with current policies and the AFSCME Collective Bargaining Agreement.

(g) Employees represented by the bargaining unit may make prior arrangements with their supervisors for occasional planned absences from work, which could preclude response to call-ins. In such instances, employees shall be exempt from discipline, as well as for sick-leave in instances where medical documentation, as defined by contract, is provided.

(h) The City will call those employees represented by the bargaining unit in designated classifications that are on vacation, and such employees may voluntarily accept work assignments.

(i) The City will provide to all affected employees a list of all telephone numbers from which the City may call.

(j) If employees provide the City two (2) telephone numbers at which they can be reached, the City will call both telephone numbers when attempting to contact employees, and will leave a message at each number called, provided there is an answering machine, voice mail, or other means available for doing so.

Section 4. Overtime for position classifications to which overtime is assigned other than continuous operations for water production and by persons assigned to the Information Technology (IT) Department will be served by seniority on a rotating basis. Lists will be established based on seniority and overtime will be assigned to the most senior person on the list. For purposes of voluntary overtime only, an employee may request in writing to be omitted from the overtime list. Such employee may subsequently be reinstated to such list by request in writing. The supervisor will attempt to contact each person on the list in succession. If they cannot be contacted, refuse overtime duty or cannot report for duty, they will be passed and the next person contacted. This procedure will be used until the list is expired and then overtime assignment will rotate to the bottom name on the list, working upward.

Those specific tasks involving overtime for which only specific individuals are qualified will be assigned to only those individuals according to seniority lists established as herein described. The determination of the qualifications of an employee for a specific task will be made by the employee's department director based on said employee's experience and observed capabilities. In cases where all employees in the position classification are qualified all such employees will be placed on the list.

For purposes of opening blocked sewers, two lists of employees qualified for and desiring such overtime may be established, one such list consisting solely of qualified Crew Chiefs and Equipment Operators to act as lead persons, and the other list to consist solely of qualified Service Workers to act as helpers. In the event that fewer than five (5) names are on the helper list, qualified Service Workers who have passed their six (6) month probationary period, and have the lowest seniority, shall be directed to be on said list, but only so many as will bring the total number of names on said list to five (5). In the event that fewer than five (5) names are on the lead person

list, qualified Equipment Operators with the lowest seniority may be placed on said list but only so many Equipment Operators as will bring the total number of names on said list to five (5). Any Equipment Operator who works overtime as a lead worker for the purpose of opening blocked sewers shall be paid premium pay amounting to ninety cents (.90) per hour for each hour said overtime is worked. Such premium pay will not be paid if a foreman or supervisor is on duty for the period such foreman or supervisor is on duty. The Director of Public Works will determine the qualifications of employees for placement on either list, and seniority will be departmental seniority. The most senior employee on each list will remain at the top of such list for one week then rotate to the bottom while the next most senior employee occupies the top of such list for one week, and so forth. During the week that an employee is first on such list, such employee will be in on-call status pursuant to Departmental regulations and will be required to accept all sewer blockage overtime assigned during said period, except for reasons of illness or for other good cause shown. If additional employees are needed for said sewer calls, such employees shall be called in the order that they appear on said lists. Upon approval of the MSC Manager or designee, an employee may arrange for another employee (from the lead person or helper seniority list, but if none available from the applicable list, then any qualified employee of the Municipal Services Division) to cover for portions of their duty week, such arrangement being without consideration for seniority. Such approval by the MSC Manager shall not be unreasonably withheld.

Section 5. (a) Except as expressly otherwise provided in this Agreement, overtime shall be subject to department rules and regulations.

(b) For the purposes of this article, a regular full time qualified employee, in the position classification in which overtime is needed, shall be offered overtime before a temporary employee is offered same.

Section 6. There shall be no duplication or pyramiding in the computation of overtime or other premium wages, and nothing in this Agreement shall require the payment of overtime or other premium pay more than once for the same hours worked.

Section 7. The City and the Union agree that:

(a) **Maximum Hours Worked.** Emergency Communication Specialists will be limited to working a maximum of sixteen (16) hours (regular and overtime) per twenty-four hour period. Emergency Communication Specialists will be paid double-time for hours worked beyond twelve (12) consecutive hours regardless of the provisions of Article 7, Section 1.

(b) **Scheduled Overtime Procedures.** Scheduled overtime for Emergency Communication Specialists will be determined as follows:

(1) The Supervisor or his/her designated representative(s) will determine the overtime requirements of the Communications Center for the following month and provide those requirements to the employees of the Communications Center along with the Communications Center seniority list. The overtime list will identify if specific qualifications are required to sign-up for an overtime slot, based on the staffing needs of the Communication Center. The monthly selection process will begin with the most senior Emergency Communication Specialist and proceed through the Communications Center seniority list in order.

(2) A tentative schedule will be posted at the earliest date, but not later than the 10th of the month unless the 10th falls on a weekend, at which the tentative schedule will be posted on the Monday following the 10th. The sign-up will begin on the 15th of the month unless the 15th falls on a weekend. If the 15th is on a Saturday, the sign-up will begin on the preceding Friday. If

the 15th falls on a Sunday, it will begin on the following Monday. No vacation and/or holiday requests will be accepted for inclusion in this schedule and be eligible for mandates if necessary, after 7:00 AM of the day the sign-up is scheduled to begin.

(3) Overtime sign up will be conducted via three "rounds." Round one and round two will be by seniority. Round three will be on a first-come first-served basis as defined below.

(4) Each ECS may sign up on each of the three rounds for a number of 4 hour overtime slots as determined by the total number of overtime slots available based on the following table:

1-50 slots	= 2 choices per round
51-75 slots	= 3 choices per round
76-100 slots	= 4 choices per round
101-125 slots	= 5 choices per round
126 or more slots	= 6 choices per round

(5) The overtime sign-up list will be posted for the Emergency Communication Specialists to sign-up for blocks of overtime in order of seniority. If the overtime list falls to a person when they are not scheduled to work or is on leave (paid or unpaid) on the next two successive shifts, it will be the obligation of that person to have provided a list of their overtime requests on an approved form to be attached to the sign-up. No employee will be passed if they are scheduled to work either of the next two successive shifts. An Emergency Communication Specialist may leave a list of as many slots as they desire, listed in the order of preference to be recorded on the sign up sheet in that order as vacant slots exist at the time of sign-up. No employee may volunteer for a 16 hour consecutive shift during round one and round two of the sign-up procedure. The submission of such a list will be considered authorization for any Emergency Communication Specialist or the supervisor to fill in their over time request slots when the person prior to them on the list has completed their sign-up. This list will be in effect for both round one and round two of the overtime sign-up as specified by the employee on their form.

(6) In the event an employee has not left a list as defined in Section 7(b)(5), the sign-up shall pass to the next person on the seniority list. Upon returning to work, said employee may select from those openings still available up to the maximum number of slots available to said employee. In the event an employee voluntarily did not exercise their seniority rights by signing up for slots when it was their turn, they may select from any available slots at a later time. However, said employee may not change or alter any slots previously selected by another employee.

(7) Upon completion of the first round of sign-ups, the second round will begin immediately, again starting at the top of the seniority roster. Round three will begin immediately after the last person has completed their sign-up for round two, closing rounds one and two to any additional sign-up as outlined in Section 7(b)(6).

(8) Round three will be an open sign-up period with no seniority preferences. As required to complete a schedule prior to the end of the month, mandates will be issued in a timely manner as necessary regardless of the completion of overtime sign-up. The communication commander or his designee shall post a notice in the Communication Center giving notice at least 72 hours in advance as to when the final schedule will be completed and when mandates will be calculated.

(c) **Scheduled Overtime Mandates.** Any scheduled overtime not selected by the voluntary sign-up, will be assigned on the following basis:

(1) The first four (4) hour block of any shift will be assigned to the most junior employee having the training and certification for the level required, who is scheduled to work on the preceding shift.

(2) The next mandatory overtime assignment on the same shift will go to the next junior employee having the training and certification for the level required, who is scheduled to work the preceding shift, moving up the shift seniority list on a rotational basis. If any employee is not scheduled to work the preceding shift, their name will be passed.

(3) The second four (4) hour block of any shift will be assigned to the most junior employee having the training and certification for the level required, who is scheduled to work on the succeeding shift.

(4) The next mandatory overtime assignment on the same shift will go to the next junior employee, having the training and certification for the level required, who is scheduled to work the succeeding shift, moving up the shift seniority list on a rotational basis. If an employee is not scheduled to work the succeeding shift, their name will be passed.

(5) For the purposes of scheduled overtime, an employee will be exempt from mandated overtime from the time they complete their last scheduled shift prior to a day off, vacation day, scheduled holiday or other scheduled leave until the beginning of their first scheduled shift following such day off unless no qualified bargaining unit employee is available to work the scheduled overtime. The provisions of this Section 7(c)(5) will not be applicable if the mandate would cause the only other eligible bargaining unit employee(s) eligible for mandate to work in excess of 12 hours.

(6) In the event the mandate for a scheduled overtime would cause the person to work in excess of 12 hours, the mandate would pass to the next junior person. In the event no other person was eligible for the mandate, the mandate would return to the original person.

(7) In the event the need for overtime for the proposed monthly schedule is identified after the posting of the overtime list, but during any of the three rounds, that overtime will be posted for voluntary sign-up in the round that is in progress. If following the voluntary sign-up process the overtime still remains, it will be mandated following the procedures of scheduled overtime.

(d) **Nonscheduled Overtime Procedures.** Nonscheduled overtime shall mean any overtime which was not eligible for the sign-up procedure above.

(1) In the event overtime becomes available, for a known period of time, after the completion of a schedule, the voluntary sign-up procedures as outlined below for nonscheduled overtime will be followed. Employees who wish to not be contacted for overtime while off duty may submit in writing a request to be placed on a “no call” list. Employees on such list who are off duty will not be contacted and offered any overtime. Upon request, employees may have their names removed from the “no call” list.

(2) In the event a mandate is required, the scheduled overtime procedures for mandates will be followed providing there is adequate time to notify employees of a succeeding shift of the mandate while at work. In the event the person on the succeeding shift to be mandated cannot be notified at work, the mandate will pass to the next person. In the event no eligible employee from the succeeding shift can be notified of the mandate, the mandate will fall back on the preceding shift following the unscheduled mandate provisions below.

(3) For the purpose of unscheduled overtime, an employee will be exempt from mandated overtime from the time they complete their last scheduled shift prior to a day off, vacation day, scheduled holiday or other scheduled leave until the beginning of their first scheduled shift following such day off unless no qualified bargaining unit employee is available to work the scheduled overtime. The provisions of this Section 7(d)(3) will not be applicable if the mandate would cause the only other eligible bargaining unit employee(s) eligible for mandate to work in excess of 12 hours.

(4) When overtime is required on a nonscheduled basis, the Supervisor or his/her designated representative will use the following procedure.

(A) He/she will attempt to contact each employee on the applicable shift seniority list in succession starting with the next employee following the last person who was either contacted or was attempted to be contacted for the previous overtime assignment. If any employee on the affected shift is already scheduled to work, is on vacation, holiday, sick leave, etc., they will not be contacted and their name will be passed and the process will continue with the next employee. If any employee cannot be contacted, refuses overtime duty or cannot report for duty, their name will be passed and the next person contacted.

(B) This procedure will be utilized until either the position is filled or the list is exhausted and then such overtime assignment will be split into two four (4) hour assignments. The first four (4) hour assignment will be offered to employees who are scheduled to work the preceding shift and the second four (4) hour assignment will be offered to employees who are scheduled to work the succeeding shift. The assignment will be made by attempting to contact each employee on the applicable shift seniority list(s) in succession starting with the next employee following the last person who was either contacted or was attempted to be contacted for the previous overtime assignment.

(C) If an employee is not scheduled to work on the preceding or succeeding shifts, is on vacation, holiday, sick leave, etc., they will not be contacted and their name will be passed and the process will continue with the next employee. If any employee cannot be contacted, refuses overtime duty or cannot report for duty, their name will be passed and the next person contacted.

Employees who are willing to be contacted to be offered unscheduled overtime slots shall submit in writing a request to be placed on a list or to have their name removed from said list. Employees on such list, not assigned to the affected shift, who are on scheduled leave other than sick time may be contacted and offered any overtime slot not filled per Sections 7(d)(1) and 7(d)(2). Employees who do not place their name on this list will not be contacted if they are on vacation or holiday. Employees on such list are not eligible to work a shift for which they are being paid leave time.

(D) If the second four hour block of the overtime assignment has been filled by the volunteer procedures, only the first four hour block of overtime will be mandated utilizing the following procedures. If however, the second four hour block of the overtime assignment has not been filled by volunteer procedures, then the entire 8 hours will be subject to mandate utilizing the following procedures.

The mandate will fall on the next junior employee, having the training and certification for the level required, moving up the shift seniority list on a rotational basis, who has worked no more than 8 consecutive hours. If all bargaining unit employees, having the training and certification for the level required, have worked more than 8 consecutive hours, the mandate will fall to the

first eligible employee on a rotational basis, for whom the mandate will not cause them to work more than 16 consecutive hours.

(E) In order to facilitate this process, any employee who has knowledge that they will not be able to report to work for a scheduled shift or overtime assignment will notify the Communication Center at least four (4) hours prior to the beginning of the scheduled shift or overtime assignment. In the event that timely notification is not received by the supervisor, the supervisor will attempt to follow all procedures outlined, however, it is recognized that the operations of the center require immediate staffing, and it will be at the discretion of the supervisor on how to best fill the position.

(e) **Probationary Employees - Overtime.** Probationary employees will not be included in the "scheduled overtime" selection process. Probationary employees may, at the sole discretion of the supervisor, be used for an overtime assignment if there are no volunteers.

(f) **Cancellation of Overtime.** Management has the right to cancel any overtime which is later determined not to be needed and shall make notification of such cancellation to the affected employee(s) in a timely manner via written notice at work. Such cancellation will not alter or change the seniority procedures that were utilized in the overtime sign-up or mandatory assignment for that canceled overtime or any overtime following that canceled overtime.

(g) **Communication Training Officer Pay.** Any Emergency Communication Specialist having been trained and certified as a Communication Training Officer (CTO) and actively performing the duties of a CTO shall receive an amount equal to one (1) hour's pay at time and one half for each day the officer performs the duties of a Communication Training Officer in lieu of any previously defined pay enhancement for the duties of Communication Training Officer. For the purpose of this section, performing the duties of a CTO shall be defined as having performed training for a period of not less than six (6) hours and having completed a Daily Observation Report that is acceptable following the guidelines of the training program.

In the event a CTO trains for more than three (3) hours but not more than six (6) hours, they will be paid an amount equal to one-half hour's pay at time and one half for performing the duties of a Communication Training Officer in lieu of any previously defined pay enhancement for the duties of Communication Training Officer upon completion of a Daily Observation Report that is acceptable following the guidelines of the training program.

Overtime pay for CTO duties is in addition to any overtime pay earned pursuant to other provisions of the contract. Overtime in addition to the hour specified here will not be paid for the completion of the DOR nor will this overtime payment be counted toward the calculation of double overtime.

Section 8. If a list is established, by express contractual provision or otherwise, which provides that an employee whose name has rotated to the top of such list shall accept all overtime assignments for a specific week, such employee may notify his or her supervisor that he or she does not wish to accept such overtime assignments for that week. In such case, the City shall contact the next employee on such list - that is, the employee scheduled to accept overtime assignments for the following week - and request that such employee accept overtime assignments for the subject week. The City shall proceed in this manner until an employee agrees to accept such overtime assignments for said week. The employee originally scheduled for said week shall forfeit his or her right to work overtime assignments that week; the employee who accepts such assignments shall remain entitled to work all overtime assignments for the week for which he or she was originally scheduled. If all employees refuse to accept such assignments, overtime for

that week will be assigned as provided elsewhere herein in the absence of overtime lists established on a weekly basis.

Section 9. Employees assigned to telephone other employees for the purpose of requesting or ordering said other employees to report for overtime duty, and who are required to make such telephone calls during other than regularly-assigned duty hours, shall be paid Five Dollars ($5.00) for each such incident of overtime regardless of the number of employees required to work.

Section 10. The City and the Union agree that:

(a) No Information Technology (IT) Department employee will be required to be placed in "on call" status.

(b) Once each quarter, IT Department bargaining unit employees will be afforded an opportunity to volunteer to be placed on a roster for "on call" status and to carry a pager. IT Department bargaining unit employees who elect not to so volunteer will not be eligible for any scheduled overtime for the duration of the quarter in question.

(c) Employees who volunteer for "on call" status, but who fail to respond to a page or call during such status, will not be subject to discipline; provided that, such employee has notified his or her immediate supervisor of any change in status prior to having been called for duty.

ARTICLE 8

SENIORITY

Section 1. Except as defined elsewhere in the contract, seniority shall, for the purposes of the agreement, be defined as an employee's continuous length of service since the date of acceptance with the City in a position covered by this agreement. 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.

Section 2. A classified employee who takes a non-classified position shall have his/her classified seniority stop. Effective three months after this Agreement is signed no non-classified employee shall have bumping rights to a classified position once they have completed a three month period in the non-classified position. If the non-classified employee returns to the classified service, his/her seniority will continue less the time spent in the non-classified position.

Section 3. Seniority of Emergency Communications Specialists assigned to the Emergency Communications Center shall be determined according to the skill level an employee is appointed to with Emergency Communications Specialists, Level I being the least senior and Emergency Communications Specialists, Level III being the most senior.

Section 4. Seniority within each skill level of Emergency Communications Specialists assigned to the Emergency Communications Center shall be determined by the date that an employee is appointed to that particular skill level. In the event more than one employee was appointed to the same skill level on the same date, the employee with the longest continuous length of service since the date of acceptance with the City in a position covered by this agreement or since the date of acceptance with Macon County in the dispatcher position shall be deemed to have seniority.

ARTICLE 9

VACANCIES, PROMOTIONS, TRANSFERS AND ASSIGNMENTS

Section 1. Vacancies in the classified service of the City shall be filled and promotions in said service made according to city ordinance, the rules of the Civil Service Commission and the Civil Service Laws of the State of Illinois for Cities as modified herein. Vacancies shall be filled from the following sources, in order from first to last, unless superseded by express agreement between the parties:

1. reinstatement registers (other than for those seeking reinstatement after resignation),
2. employees' transfer requests (per Section 9 of this Article),
3. employees' responses to transfer opportunities,
4. promotional registers,
5. reinstatement registers for those seeking reinstatement after resignation, and
6. eligible (entry level) registers.

On the reinstatement registers, the group of employees or any employee reduced in rank, removed from the classified service, or furloughed without pay shall rank above the group of people or any person seeking reinstatement after a leave of absence from the classified service. Among a particular group of people seeking reinstatement for the same reason, order on the reinstatement register shall be determined on the basis of seniority.

Section 2. Vacancies in classifications covered by this agreement shall be posted on all bulletin boards for a period of ten (10) working days. Any bargaining unit employee may apply for a position; however, they must be qualified and eligible in order to be considered for selection.

Section 3. Vacancies shall be filled based upon an individual's qualifications, experience, knowledge, skills and ability to perform the work in question without additional training. Determination of said criteria shall be made by a combination of written, practical and oral examination as determined by the Civil Service Commission. Said process shall generate a percentile score. Applicants shall be ranked according to their scores. All applicants attaining a score of seventy percent (70%) or more shall be considered eligible for the position. Upon request by the applicant, one-half (1/2) seniority point shall be given for each year of seniority to a maximum of 10 points. The sum of the percentile score and the seniority points shall determine an applicant's final position on the Civil Service register.

Section 4. In the event no bargaining unit employees apply or are qualified to perform the work in question, the City may select an external applicant.

Section 5. The City shall notify the Union of any proposed changes in the rules of the Civil Service Commission not less than thirty (30) days prior to the consideration and adoption of said change by the Commission. The City shall furnish the president of the union for use by the union and those in classified positions for which it is the bargaining unit a compilation of the position descriptions in use by the City and the Civil Service Commission of the city. When such descriptions are changed, a copy of the changes shall be furnished to said president.

Section 6. Employees taking Civil Service promotional examinations shall have the right to review their answers and scores on all portions of such exams.

Section 7. No vacancy will be filled while any classified employee in the same or previously certified title is on a layoff status.

Section 8. As used in this agreement, a transfer shall be considered to be a permanent assignment of an employee to the same position classification in a department or division or section other than the one in which the employee is serving at the time the transfer takes effect.

Section 9. An employee requesting a transfer shall notify his/her supervisor, department director and the Human Resources Department in writing on a form provided by Human Resources. The form shall be Human Resources Department Form 2-1-62, and may be altered upon union/management agreement. Such requests for transfers shall expire on December 31 of the year in which they are submitted and must be renewed by the employee if transfer is still desired thereafter.

Section 10. If a vacancy exists, an employee may transfer from one department or division or section to another within such employee's current classification, with the approval of the employee's department director. Transfers will be made on the basis of seniority. Requests for transfer must be for reasons other than the elimination of jobs. In no case shall bumping occur because of a transfer. For purposes of this section, a vacancy is defined as a circumstance in which a Request for Personnel has been approved by the City Manager.

Section 11. Any employee transferred must successfully complete a three (3) month probationary period before the transfer is final. An employee who does not complete the probationary period shall be returned to his/her original department or division. During the probationary period an employee will, upon request, be returned to his/her original department or division.

Section 12. The City may temporarily assign an employee to perform the duties of another classification within any department or division. The City will attempt to make such assignments to employees in the next lower classification in the promotional order in which the temporary assignment occurs. The most senior, qualified employee in the position classification being temporarily assigned will be asked if he/she wants the assignment. If the first employee does not want the assignment, the City will then go to the next most senior qualified person. The procedure will continue until an employee accepts the assignment. If no employee wants to accept the assignment, it will then be assigned to the least senior qualified employee in the position classification.

Section 13. Employees assigned in accordance with Section 12 above, shall be paid in accordance with the provisions of Article 6, Section 4.

Section 14. (a) Persons who have been members of the armed forces of the United States or who, while citizens of the United States, were members of the armed forces of allies of the United States in time of hostilities with a foreign country shall receive preference for promotion to positions in the classified service in the manner provided in 65 ILCS 5/10-1-16, and as such statutory provision is hereafter amended or re-codified. Such preference shall be in addition to that otherwise provided therein and not in lieu thereof.

(b) For purposes of this section, "time of hostilities with a foreign country" shall mean any period of time in the past, present, or future during which a declaration of war by the United States Congress has been or is in effect or during which an emergency condition has been or is in effect that is recognized by the issuance of a Presidential proclamation or a Presidential executive order and in which the armed forces expeditionary medal or other campaign service medals are awarded according to Presidential order.

Section 15: Any employee who moves from one bargaining unit position to another shall relinquish his or her current position. Such employee shall retain his or her seniority rights to

bump back to the previously held position within the City during the probationary period. The anniversary date will remain the same for all other purposes.

ARTICLE 10

REDUCTION IN PERSONNEL

Section 1. The City at its discretion, shall determine whether furloughs are necessary. Although not limited to the following, the City may furlough any employee, whenever such action is made necessary by reason of a shortage of work or funds, the abolition of a position, or because of changes in organizational structure. Such reduction shall be within the position classifications of the department affected by the reduction in force. No employees shall be furloughed while there are temporary or probationary employees serving in the same job classification within the affected department.

Section 2. In the event a furlough is necessary, such a reduction shall be based on seniority and the employee's ability to perform the remaining work available within the employee's position classification without additional training provided that all employees affected had an equal opportunity for training. When two or more employees have relatively equal experience or skill, ability and qualifications to do the work without further training, the employee with the least seniority will be furloughed first. If the senior employee is furloughed, the City will have the burden to prove the less senior employee was more qualified.

Section 3. An employee furloughed from his/her position classification will have the right to bump an employee with less seniority and in any department in the same position classification or any previously certified position classification provided that the employee can perform the work without additional training. A person who elects to bump to a position classification with a lower pay grade or range in lieu of being furloughed will receive the rate of pay for that position classification.

Section 4. If any position vacated by a reduction in force is filled, the last person furloughed or reduced to a lower position classification or range shall be the first person restored in such position.

ARTICLE 11

DISCIPLINE AND DISCHARGE

Section 1. Upon just cause connected with or reflecting upon the public service, a bargaining unit employee may be administratively disciplined by an oral reprimand, a written reprimand, suspension or discharge. A copy of such shall be forwarded to the Chief Steward. Oral reprimands older than one (1) year will not be used against an employee for disciplinary purposes. The Employer shall provide timely notification to the Union President when an employee is placed on administrative leave during investigation of any incident giving cause for discipline.

(a) The Union and the Employer agree that discipline shall be issued no later than ten (10) days following the verification of the completion of the Employer’s investigation of the incident giving cause for the discipline. By mutual written agreement the parties may extend the ten (10) day limit an additional ten (10) days. The Employer shall provide timely notification to the Union President of the completion of the investigation.

Section 2. Reprimand shall be done in such manner as not to embarrass the employee before other employees or the public.

Section 3. 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, except as provided by Article 20 hereof.

Section 4. (a) Prior to the imposition of any suspension subject to the grievance and arbitration procedures established by this agreement, the Department Director 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.

(b) The meeting otherwise required by the provisions hereof may be waived by concurrence of the Department Director, the employee and the Union.

Section 5. (a) In the event an employee's Commercial Driver's License (CDL) is revoked, suspended or canceled for any reason other than a positive confirmatory test for drugs or alcohol, the employee will have up to 30 days in which to regain the CDL. An employee will be reassigned to a non-driving position or a position not requiring a CDL during the 30 day period. Any approved reassignment will be to the next lower pay step in the salary range of the temporarily reassigned position.

(b) If an employee is unable to regain his/her CDL by the end of the 30 day period, the employee may be placed on leave for the next thirty (30) days with time charged, as available, to accrued vacation leave or unscheduled holiday and any remaining time being a leave of absence without pay.

(c) If an employee is unable to regain his/her CDL by the end of a 60 day period, the employee shall be considered to have resigned with no right to any appeal or hearing thereon before the Civil service Commission or any arbitrator. Each separation is reviewed case-by-case with the final decision regarding separation being made by the Department Director. An employee separated from employment with the city for the loss of CDL driving privileges may apply for re-employment after regaining his/her CDL. If this occurs within one year of separation the employee shall be placed at the top of the Civil Service Register for their prior position and be offered the next available opening.

(d) A lifetime disqualification from holding a CDL will result in an employee's separation.

(e). The City shall pay the difference between regular and CDL licenses and all required endorsements.

(f). Employees required to acquire or renew a CDL license will be scheduled to do so by the City during normal business hours and paid their normal wages for that time.

ARTICLE 12

VACATIONS

Section 1. The length of annual vacations for employees in the classified service shall be as follows:

a) After completion of one year continuous service uninterrupted by resignation or discharge, ten duty days;

b) After completion of seven years continuous service uninterrupted by resignation or discharge, fifteen duty days;

c) After completion of fourteen years continuous service uninterrupted by resignation or discharge, twenty duty days; and

d) After completion of twenty years continuous service uninterrupted by resignation or discharge, twenty five duty days (effective May 1, 2005).

e) After completion of twenty five years continuous service uninterrupted by resignation or discharge, one additional duty day per year, to a maximum of thirty (30) duty days (effective May 1, 2017).

Section 2. Between November 1 and November 30 of each calendar year, employees may submit in writing to their supervisor their preferences for vacation for the following calendar year, provided an employee may not submit more than three (3) preferences. Such request may include vacation through December 31 of the following calendar year. In establishing vacation schedules, the City shall consider both the employee's preference and operating needs. Where the City is unable to grant and schedule vacation preferences for all employees within a position classification within a department, employees within the position classification shall be granted such preferred vacation period on the basis of seniority. An employee who has been granted his/her first preference shall not be granted another preference request if such would require denial of the first preference of a less senior employee. An employee's preference shall be defined as a specific block of time uninterrupted by work days. Scheduling of such vacations for Emergency Communications personnel shall be undertaken per the above procedure, through the use of the calendar system specified in Police Department Emergency Communications Division administrative policy for this purpose.

Employees who file their preference by November 30 shall be notified of the vacation schedules by December 15 of that calendar year.

Employees who choose not to file their preference for the following calendar year by November 30 shall have those non-preference vacation requests returned to them approved or denied as soon as possible, but in no event later than two days after the request was submitted to the supervisor, provided that no employee's approved vacation preference is allowed to be bumped by another employee on the basis of seniority. Non-preference vacation requests shall not be processed for the following calendar year until all preference vacations have been offered and scheduled.

Non-preference vacation requests for Emergency Communications Specialists shall also be subject to the additional terms included in Article 13, Section 4 (a) of this collective bargaining agreement.

Section 3. Eligibility for vacations shall be based upon the anniversary date of employee. Selection of a particular vacation period shall be based upon seniority, as provided in Article 8, and in accordance with departmental rules and the efficient operations of the department. Police officers' vacations shall not interfere with vacations of employees. Emergency Communications supervisors' vacations shall not interfere with the preferences for vacation of any employee when submitted by that employee between November 1 and November 30, as provided in Section 2 hereof.

Section 4. Earned vacation time should be taken by the employee within 12 months from the date that the same accrues and should not be accumulated and carried from one 12 month period to the next except with the recommendation of the employee's department director and approval of the City Manager.

Section 5. Employees assigned to police dispatching operations whose regularly scheduled work week is more than five consecutive days shall accrue and use vacation in work weeks rather than work days. The length of annual vacations for such employees shall be as follows:

a) After completion of one year of continuous service uninterrupted by resignation or discharge, two weeks;

b) After completion of seven years of continuous service uninterrupted by resignation or discharge, three weeks;

c) After completion of fourteen years of continuous service uninterrupted by resignation or discharge, four weeks; and

d) After completion of twenty years continuous service uninterrupted by resignation or discharge, five weeks (effective May 1, 2005).

ARTICLE 13

HOLIDAYS

Section 1. Classified employees except for those in continuous shift operations or whose position classification's regular shift is other than Monday through Friday shall have time off with pay on the following holidays:

New Year's Day	Independence Day
Presidents' Day	Labor Day
Two Unscheduled Holidays	Veterans Day
Martin Luther King Jr's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day

Section 2. When an authorized holiday occurs on Saturday, the previous Friday shall be observed as the holiday and when an authorized holiday occurs on Sunday, the following Monday shall be observed as the holiday.

Section 3. If a holiday falls within a classified employee's vacation period, an extra day shall be added to the vacation period.

Section 4. A classified employee in continuous operations or whose position classification's regular shift is other than Monday through Friday required to work for reasons other than overtime on any of the authorized holidays, shall be given equivalent time off. Such time off shall be taken at the convenience of the employee and his operating department. Police officer's holidays shall not interfere with holidays of employees. Denials shall be written, with a copy to the bargaining unit members.

(a) For Emergency Communications Specialists only, accumulated holiday time and non-preference vacation time requested between the 1st and the 10th of the preceding month of the tentative schedule being posted for the succeeding month, shall be approved or denied with seniority being the deciding factor. Such time off requests submitted after this window of opportunity shall be approved or denied on a "first come first serve" basis within forty-eight (48) hours of submission. Any employee requesting three (3) or more consecutive non-preference vacation days shall take preference over any accumulated holiday time requests. All other accumulated holiday and non-preference vacation time off requests shall be approved or denied per the collective bargaining agreement. Accumulated holiday time that has been approved shall not be cancelled for normal overtime practices. Management shall notify the affected employee of the cancellation with as much notice as practicable.

Section 5. To be eligible for holiday pay, the classified employee shall be in pay status and entitled to payment for the entirety of both his last scheduled work shift before the holiday and his first scheduled work shift after the holiday, unless an unpaid absence on the whole or any part of either or both is approved by the City Manager.

Section 6. An employee must have six months of continuous service to earn an unscheduled holiday. The earned, unscheduled holiday must be taken at any time during the fiscal year provided the department or division manager is given notice one working day prior to the day taken off. The number of employees allowed off on any one unscheduled holiday in a department shall be determined by the Department Director, which approval shall not be unreasonably withheld. For the period of May 1, 2017, through December 31, 2017, employees will be provided two unscheduled holidays which must be taken at any time prior to December 31, 2017, per the terms of this Section.

ARTICLE 14

SICK LEAVE

Section 1. Full time employees in the classified service shall accrue one duty day with pay sick leave for each month of continuous service uninterrupted by resignation or discharge up to a maximum accumulation of 240 days.

Section 2. Accumulated sick leave days may be used for illness, injury, or off-the-job incurred disability. Accumulated sick leave may also be used for the illness, injury, or disability of an employee’s spouse, parent or dependent child. One day of accumulated sick leave credit with pay shall be deducted from each employee's sick leave accumulation for each duty day not served due to illness.

Section 3. (a) After sixty four (64) hours of sick leave have been used by an employee in the fiscal year, for which no medical documentation herein defined, is provided, no sick leave credit may be used by that employee for the first eight (8) hours of the next or any succeeding

sick leave day, or any part thereof, for which no medical documentation, herein defined, is provided. An office or hospital visit to, or pursuant to the orders of a physician or dentist or licensed medical practitioner shall not be considered as part of the sixty four (64) sick leave hours, as herein described. For the period of May 1, 2017, through December 31, 2017, after forty (40) hours of sick leave have been used by an employee, for which no medical documentation herein defined, is provided, the above provisions of this Section 3 (a) shall apply.

(b) "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 physically unable to perform his or her duties on the date for which sick leave credit is sought.

(c) An employee shall be awarded one additional personal day on the first day of each fiscal year if no sick time was used in the preceding fiscal year. If the employee carries a balance of 240 sick days throughout the entire fiscal year, the employee shall be awarded a second additional personal day on the first day of the following fiscal year. Personal days must be used in the fiscal year in which they are awarded, or they will be forfeited. For the purposes of this Article 14, Section 3 (c), and only for such purposes, the period of May 1, 2017, through December 31, 2017 shall be considered to be a “fiscal year”.

Section 4. An employee who becomes ill, injured or disabled off-the-job shall cause notice thereof to be given to his supervisor not later than the commencement of his/her next scheduled duty day. In the absence of evidence of extenuating circumstances, an employee whose supervisor is not so notified within two duty days from the day on which the employee was first scheduled to report shall be considered to have resigned from the classified service.

Section 5. A physician's statement may be required before sick leave pay is paid if a pattern of chronic abuse of sick leave by the employee is evident. 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 duties.

Section 6. Upon retirement from the classified service, an employee shall be allowed to use accumulated sick days for credit in the Illinois Municipal Retirement Fund.

Section 7. If an employee is on sick leave and it is determined by a physician that the employee will be unable to return to work within an amount of time equivalent to his remaining unused sick leave, said employee must apply for disability benefits if he is eligible for such benefits and if granted, sick leave payment will be stopped. If permanent disability is awarded by the employee's retirement fund, he may choose to be paid for his unused sick leave at one-half his normal daily rate of pay for each unused sick leave day or he may retain his remaining sick leave and be credited therewith if and when he returns to duty.

Section 8. An employee who does not report for duty for twelve (12) months after the commencement of any leave resulting from an off-duty injury, illness or disability, regardless of the type of leave, shall be considered separated from employment with the City. The employee must furnish medical documentation of such sickness or ill health during this time period. An employee failing to provide medical documentation of such sickness or ill health shall be subject to immediate discharge. For purposes of this section, the City will be allowed to use a temporary employee until the employee returns to work or the employee quits or is discharged.

Section 9. An employee who suffers a serious or severe illness or injury, either to himself or herself, shall be permitted to use sick leave days accrued by, and credited to, other employees, but only as provided hereby and only when such employee has no accrued sick leave 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 Human Resources Department; provided that, this be in cases where three or more days are needed, and 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 City, 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.

ARTICLE 15

LEAVES OF ABSENCE

Section 1. Leave with pay, dependent on funeral arrangements and travel requirements, but not to exceed a maximum of five (5) days, may be granted a full-time employee in the classified service in the event of a death in the immediate family. Immediate family includes only: (a) spouse, children, stepchildren, and spouse of children; (b) parents of the employee or the employee's spouse; (c) brothers and sisters of the employee and of the employee's spouse; (d) grandchildren and grandparents of the employee; and (e) brother-in-law and sister-in-law, and (f) step-parents. In addition, the City shall adopt the provisions of the Illinois Child Bereavement Leave Act as enacted on July 29, 2016, in the event of the death of an employee's child or children, as defined by the Act, any contrary terms of this Article 15, Section 1 notwithstanding.

Section 2. If a serious or unexpected emergency occurs to the spouse or children or a member of the immediate family in the household of an employee in the classified service while the employee is at work or up to one hour before the start of the employee's shift, such employee will be allowed to leave his duties while the emergency exists. Arrangements to enable the employee to return to duty on the next duty day must be made if the emergency continues beyond the duty day on which it first occurred. Such leave used for the purpose of emergency leave as described in this section shall be charged against the employee's accrued sick leave.

Section 3. A full-time classified employee in the classified service who is a member of the reserve 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 4. An employee in the classified service who fails to return to duty at the time scheduled on his application for leave shall be considered to have resigned from such service in the absence of evidence of extenuating circumstances.

Section 5. A full-time employee in the classified service who is called to serve for jury duty shall be paid his regular salary or wage. Any amount received by the employee for jury service shall be turned over to the City Treasury. The employee immediately upon being called for jury duty shall notify his immediate supervisor of the time thereof. Employees who complete jury duty prior to the end of their shift shall report to their supervisor and return to duty for the remainder of their scheduled duty day. If jury duty falls outside the employee's regularly scheduled duty day, an employee's scheduled duty day shall be changed to incorporate jury duty time.

Section 6. All requests for leave of absence without pay will be administered in accordance with Administrative Policy & Procedure No. F-450.

Section 7. Employees duly appointed to serve as members or alternates of the Union's bargaining committee for purposes of negotiating agreements with the City covering wages, hours, and other conditions of employment shall be permitted to attend bargaining sessions with the City concerning such agreements during regularly scheduled hours of duty with no loss of pay.

Section 8. Employees who attend schools or training sessions during scheduled working hours that are work related shall be paid at their regular rate of pay for all hours actually spent in class or in instruction. The City shall generally encourage equal access to training opportunities to the extent that operational requirements of the departments permit.

Section 9. An employee duly appointed or elected as a Union officer or steward may conduct Union business during the first and last hours of his or her assigned shift, but only after notifying said employee's immediate non-bargaining unit supervisor.

Section 10. All requests for leave pursuant to the Family Medical Leave Act shall be in accordance with Administrative Policy & Procedure No. F-451.

Section 11. The Union shall be permitted to conduct a thirty (30) minute orientation session for new employees at the conclusion of the new employee's first thirty (30) days of employment, without loss of compensation to the employee. The session shall be scheduled in coordination with the Human Resources Department and at the convenience of the new employee's operating department.

Section 12. Authorized leave of absence without pay may be granted to an employee for official Union business. Such time shall be used for the attendance of labor-related training and seminars selected by the Union. Only those employees serving as the Union's officers and shop stewards shall be eligible for such unpaid release time. The Union shall give reasonable advance notice when such employees will be utilizing such unpaid leave. The employee may use accrued vacation, holiday, or compensatory time in lieu of unpaid leave; use of such paid leave time shall not be unreasonably denied.

ARTICLE 16

JOB-RELATED ILLNESS INJURY OR DISABILITY

Section 1. The City shall provide worker's compensation in accordance with State law for all employees in the classified service.

Section 2. An employee who becomes ill, injured or disabled shall report to his supervisor such fact as soon as possible.

Section 3. In the case of injury, illness or disability arising out of and in the course of employment with the City, the City will pay the difference between such employee's regular salary or wage and any payments received by the employee from a public employee pension fund or under the provisions of worker's compensation or occupational disease laws, or either or both, for the duration of such disability, or a period of six calendar months from the date of commencement

of disability, whichever is the shorter period of time. Deductions shall be made from the employee's accumulated sick leave credit equivalent to the number of days or portion thereof for which no payments to the employee are made or required under the provisions of public employee pension laws or worker's compensation or occupational disease laws, and for which the City must compensate the employee under the provisions hereof, for the first 30 calendar days of the duration of such disability. Alternatively, an employee may elect not to receive the difference between such pension or other statutory benefits and such employee's regular salary or wage for the 30 days of the duration of such injury, in which case no deductions from accumulated sick leave credit shall be made. During an employee's probationary period, and only during such period, should such employee suffer an on-the-job illness, injury, or disability and have no accumulated sick leave credit, such probationary employee shall be charged with sick leave days if needed under the provisions hereof, and any negative balance of accumulated sick leave days thus created will be carried forward until normal monthly accrual of sick leave days erases such negative balance. The determination of whether such injury, illness or disability arose out of and in the course of employment under this provision shall be the same as that made on the worker's compensation or occupational disease claim of said employee. When such injury, illness or disability was caused under circumstances creating legal liability or damages on the part of some person or entity other than the City, then if action is brought by the employee and judgment is obtained and paid, or settlement is made either with or without suit, then from the amount received by such employee the City shall be reimbursed for any and all amounts paid hereunder. Out of any such reimbursement, the City shall pay its pro rata share of all costs and reasonably necessary expenses in connection with such recovery. If the employee does not bring action against such third party, then the City may in the same manner as is provided for recovery of worker's compensation payments bring action either in its name or the employee's name for such reimbursement. If any other benefit or payment is made or required to be made by the City to such employee, such shall be credited to the City against the payment of wage or salary provided by this Section.

ARTICLE 17

UNIFORMS AND PROTECTIVE CLOTHING

Section 1. The City may require employees in the classified service to wear uniforms, protective clothing, protective devices or similar things not adaptable to general wear, as a condition of employment. The Union may submit suggestions to the City regarding such uniforms. Employees will be furnished such clothing or devices by the City. Although items such as boots, gloves and the like may vary depending upon the nature, location and circumstances of the work being done from time to time, comparable items will be furnished to employees doing comparable work, and all employees required to wear protective devices for the eyes and protective headgear will be furnished such equipment. The City will pay for prescription safety glasses up to $150.00 dollars per fiscal year. For the purposes of this Article 17, Section 1, and only for such purposes, the period of May 1, 2017, through December 31, 2017 shall be considered to be a “fiscal year”.

Section 2. The employee having custody of any such clothing or equipment or other property furnished by the city shall be responsible for the proper use, care, custody and keeping thereof and may be required to replace any item damaged or lost as a result of failing to properly use, care for, or keep such property.

Section 3. The City will repair, replace, or reimburse an employee's personal property which is destroyed, damaged, or lost in the line of duty in accordance with Administrative Policy & Procedure No. F-491.

Section 4. The City will replace tools of employees required on-the-job which are damaged, destroyed, or lost in the line of duty subject to Departmental Rules & Regulations, and such regulations shall be made available to the affected employees.

ARTICLE 18

OTHER BENEFITS

Section 1. The City shall provide Preferred Provider (PPO) group health insurance for each employee with benefits as outlined in Exhibit G of this agreement. The City shall also provide group life insurance in the amount of $20,000 for each employee.

Section 2. (a) Effective May 1, 2017, employees shall continue to be enrolled in the City's insurance benefit plan with benefits as described in Exhibit G of this agreement. Monthly employee contributions for coverage shall be as follows:

	Tier 1 Coverage	Tier 2 Coverage	Tier 3 Coverage
Single Coverage	$77.00	$52.00	$32.00
Family Coverage	$191.00	$138.00	$89.00

(b) On January 1, 2018, and January 1 of each year thereafter, monthly employee contributions for single and family coverage for all tiers of the City's insurance benefit plan shall change by the same percentage (increase or decrease) as the plan premium percentage change effective January 1 of that year, as determined by the City's Risk Management Division; except that no annual increase in monthly employee contributions shall exceed eight and one half percent (8.5%). Changes in employee contributions shall be rounded to the nearest whole dollar. Notice of the plan premium percentage change shall be provided to the Union, and upon written request, documentation substantiating the percentage change shall be provided to the Union at the time of plan renewal.

Effective January 1, 2018, employees shall be enrolled in the City's insurance benefit plan with coverages and benefits as described in Exhibit H of this agreement. Monthly employee contributions for all tiers of coverage, indicated below for calendar year 2017, shall be adjusted for such contributions on January 1, 2018, and January 1 of each year thereafter, according to Article 18, Section 2 (b) above:

	Tier 1 Coverage	Tier 2 Coverage	Tier 3 Coverage	Tier 4 Coverage
Single Coverage	$77.00	$52.00	$32.00	$15.00
Single + Spouse	$141.00	$99.00	$63.00	$30.00
Single + Children	$129.00	$91.00	$58.00	$30.00
Family Coverage	$191.00	$138.00	$89.00	$45.00

(c) The Employer and Union both agree that the failure of the City to not provide health insurance to an employee who elects to opt out shall not constitute a violation of the collective bargaining agreement.

Employees covered under the AFSCME contract shall be allowed to opt out of or elect not to participate in the City's health insurance plan. Employees making such election shall be required to show proof of health insurance coverage through another source to the City. Such proof of insurance must be submitted at the time the employee makes such an election. If an employee

is unable to provide adequate proof of insurance the employee shall not be removed from Employer's insurance plan. An employee electing to opt out of the Employer's health insurance plan shall be allowed to subsequently enroll in the Employer's health insurance plan only upon a COBRA qualifying event.

Employees opting out of the City's health insurance plan and who are not enrolled in the City's health insurance plan at the time of retirement, resignation, termination or separation for any other reason shall not be eligible for benefits under the City's health insurance plan and specifically waive any right to them.

The terms of the health insurance summary plan description notwithstanding, any employee represented by the Collective Bargaining Agreement whose spouse is also an employee represented by the Collective Bargaining Agreement may elect at annual plan renewal to opt out as a subscriber in favor of being covered as a dependent under the other employee's family coverage. Any such employee covered as a dependent under the spouse's family coverage may elect at annual plan renewal to resume coverage as a subscriber under the City's insurance plan and be dropped as a dependent under the spouse's coverage.

Section 3. Those employees who retired after May 1, 1981, or were placed on disability pension pursuant to State statute after said date, shall be entitled to belong to the employee and dependent group insurance program provided for employees under the provisions of this agreement provided that such retired or disabled employees pay the entire premium for such insurance.

Effective January 1, 2018, and thereafter, those retirees, disability pensioners, their spouses and dependents who are enrolled in the employee and dependent group insurance programs provided for employees under the provisions of this agreement, who reach Medicare eligibility age, who are Medicare eligible, and who enroll in Medicare shall no longer be eligible for the group health insurance program. Alternatively, the City shall offer a commercially-available Medicare supplement policy, to the extent that such is available, to such enrollees. The parties hereto agree that the coverage shall only be offered at the time the enrollee initially elects Medicare, there shall be no gap in coverage for those converting from City coverage to Medicare supplement coverage, and such retired or disabled employees and their dependents shall pay the entire premiums for such insurance.

Section 4. The City will provide maternity benefits as required by all applicable State and Federal laws. Off-the-job illness will be administered in accordance with Administrative Policy & Procedure No. F-452.

Section 5. Employees will be eligible for the City Dental Plan, subject to underwriting approval. If the Union establishes a dental plan, premiums shall be payroll deducted.

Section 6. When the City provides an employer-sponsored "health fair" for employees, attendance at such fair shall be required for all on-duty employees, and voluntary for all off-duty personnel. Emergency Communications Specialists may utilize "give back" time for health fair attendance, to a maximum of four (4) hours,

ARTICLE 19

WORK RULES AND CONDITIONS

Section 1. (a) The City and the Union shall reasonably cooperate to insofar as possible assure the highest standards of safety, health and sanitation in the operation of each employee's respective department.

Section 2. The City may adopt, change or modify rules not in conflict with the provisions of this agreement for the operation of the several departments of the City and the conduct of the employees in the classified service to encourage and maintain the proper and efficient operation thereof.

Section 3. In the absence of evidence of extenuating circumstances immediately upon discovering that an employee in the classified service is unable to report for duty and not less than the commencement of his/her scheduled duty time, such employee's supervisor shall be notified of the absence from duty of such employee. This provision shall not be interpreted as condoning repeated absences from duty and evidence of justifiable causes for any absence may be required to be furnished by the employee. In the absence of evidence of extenuating circumstances, an employee whose supervisor is not so notified within one duty day from the day on which the employee was first scheduled to report shall be considered to have resigned from the classified service.

Section 4. All employees in the classified service shall report to duty on time and shall faithfully and efficiently perform the requirements of their duties, shall not depart there from until the termination thereof and shall otherwise conduct themselves in a manner as to be a credit to the public service and to increase and promote the dignity of such service and the respect of the public for the same.

Section 5. The following work procedures for employees assigned to the Municipal Services and Water Services Divisions of the Department of Public Works regarding the lunch period will be adhered to:

a) There will be no change in the length of the work day or lunch period except for snow and ice control shifts.

b) The lunch period will not be counted as hours worked or paid time.

c) Employees will be allowed to take licensed vehicles from the job site for the purpose of coffee breaks or lunch unless ordered not to do so by their department director.

d) Employees may leave the job site for lunch provided they limit their lunch period to the allotted time.

e) A supervisor may assign a specific location other than the actual work site for the lunch period. Vehicles may then be used to travel to that site.

f) No more than two persons will be required to eat in a vehicle.

g) The City will make available items for cleanup such as towels, water and hand soap. Employees working in or with hazardous, toxic or unsanitary conditions or materials

may be permitted to leave the work site prior to the scheduled lunch break and drive to the Municipal Services Center for lunch, at the discretion of the supervisor.

h) No radio calls will be made to employees on lunch breaks except in emergencies.

i) Vehicles may leave the work site for the lunch period, provided that heavy equipment may do so only if the employees have no other means of transportation available; if heavy equipment is taken from the work site for the lunch period, it may only be parked on a public street in a lawful manner, and not on any private parking lot. We would want the distance traveled to be reasonable in order for the men to return to work in the allotted time. For example, if an employee is working in the northeast section of town, it would be reasonable to assume that he would take his lunch period in that part of town.

Section 6. In order to promote safety and as far as is practicable to eliminate accidents, injuries, and death in the General Service, the City and the Union hereby agree that a Safety Committee shall be formed and shall be comprised of representatives from management and the union. This committee shall meet at least quarterly to identify, discuss and make recommendations concerning health and safety conditions, accidents, protective devices and clothing, equipment and any other work hazards or unsafe working conditions.

The City shall permit committee members reasonable access to facilities and records when investigating health or safety conditions, unless prohibited by law or exigent operational circumstances.

Section 7. For the purpose of maintaining communications between labor and management and in order to cooperatively discuss and solve problems of mutual concern, a Labor-Management Committee is hereby established, composed of representatives of management and labor, to meet to examine, discuss and solve mutual problems not covered by the labor agreement. The number and composition of representatives, frequency of meetings, and topics of discussion are subject to the particular need and issues to be addressed.

The Labor-Management Committee is recognized as a forum to meet in a non-adversarial role to discuss issues and work out problems that are of mutual concern by providing a forum for communication outside the bargaining process. The labor/management committee shall meet at a preset time every month. Each party will prepare and submit agenda items to the other one (1) week prior to the scheduled meeting. If there are no agenda items the meeting will be canceled. The parties may mutually agree to discuss items not submitted in advance for placement on the agenda. Minutes shall be taken and, after approval by both parties, distributed.

Section 8. The City agrees to make available one bulletin board for the posting of official union notices at each of the following locations: Civic Center, South Water Treatment Plant, Police Building, Municipal Services Center, Lake Office and all newly constructed and/or acquired facilities. Such notices must relate to legitimate union business, including but not limited to the announcement of meetings, election of officers, and union recreational or social affairs. The privileges granted in this section shall not apply to notices that are defamatory in nature.

Section 9. The City does discourage the use of alcohol during the lunch period for safety and public relations reasons. The City strictly prohibits the use of alcohol or unprescribed drugs during the working hours, on City property, or in the City vehicles. Employees found unfit for duty shall be suspended immediately.

Section 10. Random drug testing in accordance with the standards and procedures of the Federal Commercial Motor Vehicle Safety Act and any regulations duly promulgated there under will be conducted for all employees appointed to all position classifications covered by this collective bargaining agreement.

Section 11. Discipline. All discipline in situations involving a positive drug/alcohol test in accordance with Section 10 above shall be administered as specified below:

(a) First Positive. In the first instance that an employee tests positive on the confirmatory test for drugs or is found to be under the influence of alcohol, the employee may be subject to a suspension not to exceed thirty (30) calendar days.

(b) Second Positive. Employees who test positive on the confirmatory test for drugs or alcohol on a second occasion within a five year period shall be subject to discharge. The employee's Department Director is hereby empowered to impose such penalty, and neither the Civil Service Commission nor an arbitrator shall have jurisdiction to review, set aside or modify such penalty. This Section 11 shall in no way limit discipline by the employer for just cause.

Section 12. Work Place Violence. Employees who engage in potentially violent behavior shall be required to attend the employee assistance program (EAP).

ARTICLE 2O

GRIEVANCES

Section 1. Definition. A grievance is hereby defined as an actual dispute between the City and the Union or an employee covered by this Agreement concerning only the application, meaning or interpretation of the express terms of this Agreement as they affect the members of the Union or said employee.

Section 2. Procedure.

Step One: The Union or any employee covered by this agreement may submit a grievance in writing to an immediate non-bargaining unit supervisor on a form agreed to by both the City and the Union. The grievance shall state in simple and concise terms the nature of the dispute and shall specify the portion of the agreement which the union or the employee feels is being violated. The immediate non-bargaining unit supervisor shall respond in writing within ten (10) business days with his decision. A "business day", for the purposes of this Article shall be any day on which the City's administrative offices are open and conducting business.

Step Two. If the union is not satisfied with the immediate non-bargaining unit supervisor's response, the written grievance may be referred to the Division Manager within ten (10) business days after immediate non-bargaining unit supervisor's decision. The grievance filed must be specific as to the contract section or sections that was violated and the nature of the dispute. The Division Manager may meet with one representative within ten (10) business days after receiving the grievance. The Division Manager shall respond in writing within ten (10) business days with his/her decision.

Step Three. If the union is not satisfied with the Division Manager's response, the written grievance may be referred to the Department Director within ten (10) business days after the Division Manager's decision. The Department Director shall meet with one representative of the

union within ten (10) business days after receiving the grievance. The Department Director shall respond in writing within ten (10) business days with his decision.

Step Four. If the union is not satisfied with the Department Director's response, the written grievance may be referred to the City Manager within ten (10) business days after the Department Director's decision. The City Manager shall meet with three representatives within fifteen (15) business days after receiving the grievance. The City Manager shall respond in writing within ten (10) business days with his decision.

Timelines indicated in Step One through Step Four of this section may be extended on a case by case basis with the mutual consent of the City and the Union.

Section 3. Arbitration. (a) If the union is not satisfied with the City Manager's response, the written grievance may be referred to arbitration by so notifying the City Manager's Office in writing within ten (10) business days after the City Manager's decision. Within sixty (60) business days of the written notice to arbitrate, the parties will tender a request to the Federal Mediation and Conciliation Service asking for a panel of arbitrators. Upon the receipt of said panel the Union and the City will strike names. Both the City and the union shall have the right to strike two names from the panel with the party striking first to be determined by a coin toss. The remaining person shall be the arbitrator who shall be notified of their selection by a joint letter from both parties, requesting that a date and time for the hearing be established subject to the reasonable availability of the parties. All hearings shall take place in the City of Decatur, Illinois, unless otherwise mutually agreed. If such executed requests or notices to meet or confer are not provided to the City within the limits established herein, no arbitrator shall have authority or jurisdiction to decide the matter and the same will be deemed settled on the basis of the City's last response. The limits established hereby may be extended by mutual agreement, in writing, of the parties. Arbitrators must follow Illinois Rules of Evidence.

(b) The only issue to be arbitrated and capable of being arbitrated is that specific issue or issues listed in the initial grievance. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this agreement. He shall only consider and make a decision with respect to the specific issue submitted to him in writing, and shall have no authority to make a decision as to any other issue not so submitted to him or as to any issue not expressly covered by the terms of this agreement. In the event that the arbitrator finds a violation of the terms of this agreement, he shall fashion an appropriate remedy within the limits provided herein. The arbitrator shall have no power to make a decision that is contrary to the laws of the State of Illinois or the United States. The arbitrator shall submit his written decision to the parties within thirty (30) business days of the close of the hearings or the submission of briefs, whichever is later, unless the parties agree to an extension. A decision rendered consistent with the terms hereof shall be final and binding and may be enforced at the instance of either party in the Circuit Court of Macon County. The pendency of any proceedings in the Circuit Court for review of the arbitrator's decision as allowed by law shall not automatically stay the order of the arbitrator.

(c) The expenses and fees of the arbitrator and the costs of the hearing room and any transcription of the hearing, if requested by either party, shall be shared equally by the parties. The decision and award of the arbitrator shall be final and binding on the City, the Union, and the employee or employees involved, except that said decision and award may be reviewed by any court of competent jurisdiction as provided by law. Each party shall be responsible for compensating its own representatives and witnesses.

(d) No arbitration order or award entered under the provision hereof may limit or interfere in any way with the powers, duties and responsibilities vested in the City Council under applicable State law.

Section 4. Timing for Filing a Grievance. (a) No grievance shall be entertained or processed unless submitted within ten (10) business days of the date that the employee knew or should have known of the event giving rise to a grievance. Any award to an aggrieved employee for a violation of the terms of this agreement shall be limited to consideration of only the said ten (10) business days immediately preceding the filing of the grievance plus any period thereafter during which such practice continued. If a grievance is not appealed by the union or the employee to the next step in the procedure set out herein within the time limits set forth or as mutually extended in writing, it shall be deemed waived and settled on the basis of the City's last response.

(b) The affected employee shall have the right to be present at any of the hearings provided for herein if such employee so chooses.

(c) Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure may by mutual agreement be filed at the appropriate advanced step where the action giving rise to the grievance was initiated. Mutual agreement shall take place between the appropriate union representative and the appropriate city representative at the step where it is desired to initiate the grievance.

Section 5. Suspensions and Discharges (a) Suspensions and discharges shall be grieved directly to the City Manager, who shall meet with up to two representatives and the affected employee within three (3) business days of the filing of the grievance. The City Manager shall respond in writing within five (5) business days with his decision. Suspensions of three (3) days or fewer shall not be served by the employee prior to the City Manager's decision.

(b) Disciplinary reprimands may be grieved pursuant to the provisions hereof, but such reprimands may not be referred to arbitration as provided in Section 3 hereof. As to such reprimands, the decision of the City Manager is final. The City may, at its option, waive the provisions hereof and permit such discipline as is herein described to be arbitrated according to the provisions of this Article.

(c) Suspensions and discharges may be grieved pursuant to the provisions hereof, including binding arbitration, and in lieu of any proceedings otherwise available before the Civil Service Commission. In such cases, it shall be unnecessary to file said grievance pursuant to Sections 2 through 4 hereof, the notice to the City Manager's Office provided for herein being sufficient to give the arbitrator jurisdiction of the matter, and said time limits herein provided being the only such limits regarding notice of intent to arbitrate required to be met by such employee, any provisions of Section 2 to the contrary notwithstanding. In order to exercise the option provided for hereunder to refer a matter to an arbitrator rather than the Civil Service Commission, or to have an arbitrator adjudicate a suspension not within the jurisdiction of the Civil Service Commission, an employee must file with the City Manager's Office, in writing, a notice that such employee wishes such suspension or discharge to be referred to arbitration, which arbitration shall be conducted pursuant to the provisions of this Chapter except where expressly modified by the provisions hereof. Such a notice must be filed not later than the end of the fifth business day following the notice to the employee of the discipline to be imposed. Failure to file such a notice within the time limits provided herein shall constitute a waiver of the right of such employee to have said matter arbitrated, and any disciplinary proceedings initiated following such failure to file such notice, if any are required, shall be pursuant to the Civil Service Law as provided in Section 3 of

Article 11 hereof. A decision by either the Civil Service Commission or an arbitrator shall preclude consideration of the same matter by the other.

ARTICLE 21

CITY AUTHORITY

Section 1. Nothing in this Agreement shall be construed as delegating to others the authority vested by law in the corporate authority of the city and its duly elected or appointed officers or in any way abridging or reducing such authority or infringing upon the responsibility thereof to the people of the City.

Section 2. Except as amended, changed or modified by this agreement, the City retains all management rights and powers granted it by law. Said rights and powers are subject to the terms and conditions of this Agreement and include but are not limited to the following: the right to establish, discontinue or modify those terms and conditions of employment not controlled by this Agreement; the right to operate and manage all manpower, facilities and equipment; the right to establish functions and programs; the right to set and amend budgets; the right to determine the utilization of technology; the right to establish and modify the organizational structure; the right to select, direct and determine the number of personnel and the right to establish work schedules.

ARTICLE 22

NON-DISCRIMINATION

During the term of this Agreement neither the City 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.

ARTICLE 23

SAVINGS CLAUSE

Should any article, section or portion thereof of this agreement be held unlawful or unenforceable by any court of competent jurisdiction such decision of the court shall apply only to that specific article, section or portion thereof and insofar as may be possible shall not affect the provisions otherwise appearing herein. The City and the Union agree to negotiate as soon as practicable a substitute for the invalidated article, section, or portion thereof.

ARTICLE 24

NEWLY CREATED POSITIONS

Section 1. When a new job classification is established or an existing one is changed, the City will submit a description in writing and a wage rate to the Union. If the Union wishes to meet with the City regarding the new classification description or wage rate, a meeting will be requested

within ten (10) days of the Union's receipt of the wage and classification description. Any unresolved differences of opinion between the parties in regard to wages will be subject to the grievance procedure.

Section 2. Any grievances filed concerning wages on a new or changed job classification may be filed in accordance with Article 20 Section 2. If no grievance is filed by the Union within fourteen (14) days of the City's submission of the description and wage rate to the Union, the matter will be deemed settled on the basis of the City's proposal.

Section 3. During any period in which there is a dispute concerning wage rates for a new classification, the City may fill such classification temporarily at a rate of pay determined by the City.

ARTICLE 25

ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in the 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 agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City 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.

However, the City agrees that during the period of this Agreement, it shall not unilaterally change any bona fide past practices and policies with respect to salaries, hours, conditions of employment, and fringe benefits enjoyed by members of the bargaining units without prior consultation and negotiations with the Union. Where past practice conflicts with the express terms of the contract, the contract shall prevail. In order to qualify as a bona fide past practice, such practice must be (1) unequivocal, (2) clearly enunciated and acted upon, and (3) readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties.

ARTICLE 26

PERSONNEL FILES

Section 1. The City shall keep a central personnel file for each employee. Supervisors may keep working files. Nothing in the supervisors file that is not in the employee personnel files can be used against the employee for disciplinary purposes.

Section 2. Inspection of employee's personnel file shall be in accordance with the Illinois Personal Records Act, Chapter 48, Section 2000 et. seq.

Section 3. An employee who is involved in a current grievance against the employer may designate in writing that a union representative may inspect his or her personnel file subject to the procedures incorporated in Section 2 of this article.

ARTICLE 27

TERM OF AGREEMENT

Section 1. This Agreement shall become effective as of May 1, 2017 and shall remain in full force and effect through December 31, 2020, and thereafter from year to year, January 1 through the following December 31, until terminated. This Agreement may be terminated by either party hereto by giving written notice to either party sixty (60) days prior to December 31, 2020, or sixty (60) days prior to December 31st of any subsequent year in which termination is sought.

Section 2. The Union and the City agree to split equally the costs of printing this Agreement.

Section: 3. All previously executed memoranda of understanding, and collective bargaining agreement addenda, settlement agreements, and supplemental agreements not incorporated into this contract shall now and hereafter be null and void.

Dated the _____ day of _____, 2017

For AFSCME Council 31 and Local 268:

_____

_____

_____

_____

_____

_____

_____

_____

For the City of Decatur, Illinois:

_____
City Manager

Attest:

_____
City Clerk

EXHIBIT A

Position Classification	Pay Grade
Account Clerk I	9
Account Clerk II	11
Account Clerk III	13
Accounting Assistant	14
Buyer	16
Chief Water Plant Operator	20
City Electrician	19
Clerk Typist	7
Construction Code Inspector	
Electrical	21
Heating & Air Conditioning	21
Plumbing	21
Structural	21
Crew Chief	15
Emergency Communications Clerk	8
Emergency Communications Specialist	
Level I	9
Level II	11
Level III	18
Engineering Technician I	16
Engineering Technician II	18
Engineering Technician III	20
Environmental Standards Technician	14
Equipment Operator	14
Fleet Mechanic	16
Instrumentation Technician	20
Lead Fleet Mechanic	17
Laboratory Technician	19
Maintenance Mechanic I	14
Maintenance Mechanic II	17
Neighborhood Service Officer	20
Network Support Specialist Intern	14
Network Support Specialist	16
Parking Meter Checker	11
Parking Meter Maintenance Worker	13
Parts Person/Dispatcher	13
Plan Examiner	21
Planning and Development Assistant	14
Rehabilitation Construction Specialist	19
Senior Clerk Typist	9
Senior Network Support Specialist	18
Service Worker	13
Traffic Signal Technician	21
Water Customer Service Representative	11
Water Meter Installer	12
Water Meter Reader	11

Water Meter Repairer 15
Water Plant Operator I 15
Water Plant Operator III 17
Water Service Worker 12

EXHIBIT B

SUMMER HOUR ASSIGNMENTS

Section	**Crews Working Summer Hours**
Streets and Sewers	All except those assigned to clerical
Forestry	All
Water Distribution	Water service repair and replacement and valve turning
Vehicle Maintenance	All Mechanics
Traffic	All

EXHIBIT C
General Services Pay Plan as of May 1, 2017
1.75% increase

GRADE	STEP	HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY
1	P1 (1)	$12.25395	$490.16	$980.32	$25,488
	P2 (2)	$12.53268	$501.31	$1,002.61	$26,068
	A (3)	$12.81856	$512.74	$1,025.48	$26,663
	B (4)	$13.04981	$521.99	$1,043.99	$27,144
	C (5)	$13.27503	$531.00	$1,062.00	$27,612
	D (6)	$13.74910	$549.96	$1,099.93	$28,598
	E (7)	$14.24451	$569.78	$1,139.56	$29,629
	F (8)	$14.76956	$590.78	$1,181.56	$30,721
2	P1 (1)	$12.68787	$507.51	$1,015.03	$26,391
	P2 (2)	$12.97773	$519.11	$1,038.22	$26,994
	A (3)	$13.27503	$531.00	$1,062.00	$27,612
	B (4)	$13.50952	$540.38	$1,080.76	$28,100
	C (5)	$13.74910	$549.96	$1,099.93	$28,598
	D (6)	$14.24451	$569.78	$1,139.56	$29,629
	E (7)	$14.76956	$590.78	$1,181.56	$30,721
	F (8)	$15.31872	$612.75	$1,225.50	$31,863
3	P1 (1)	$13.13854	$525.54	$1,051.08	$27,328
	P2 (2)	$13.43996	$537.60	$1,075.20	$27,955
	A (3)	$13.74910	$549.96	$1,099.93	$28,598
	B (4)	$14.00029	$560.01	$1,120.02	$29,121
	C (5)	$14.24451	$569.78	$1,139.56	$29,629
	D (6)	$14.76956	$590.78	$1,181.56	$30,721
	E (7)	$15.31872	$612.75	$1,225.50	$31,863
	F (8)	$15.89521	$635.81	$1,271.62	$33,062
4	P1 (1)	$13.60949	$544.38	$1,088.76	$28,308
	P2 (2)	$13.92297	$556.92	$1,113.84	$28,960
	A (3)	$14.24451	$569.78	$1,139.56	$29,629
	B (4)	$14.50494	$580.20	$1,160.40	$30,170
	C (5)	$14.76956	$590.78	$1,181.56	$30,721
	D (6)	$15.31872	$612.75	$1,225.50	$31,863
	E (7)	$15.89521	$635.81	$1,271.62	$33,062
	F (8)	$16.49950	$659.98	$1,319.96	$34,319
5	P1 (1)	$14.10860	$564.34	$1,128.69	$29,346
	P2 (2)	$14.43491	$577.40	$1,154.79	$30,025
	A (3)	$14.76956	$590.78	$1,181.56	$30,721
	B (4)	$15.04066	$601.63	$1,203.25	$31,285
	C (5)	$15.31872	$612.75	$1,225.50	$31,863
	D (6)	$15.89521	$635.81	$1,271.62	$33,062
	E (7)	$16.49950	$659.98	$1,319.96	$34,319
	F (8)	$17.13578	$685.43	$1,370.86	$35,642
6	P1 (1)	$14.63066	$585.23	$1,170.45	$30,432
	P2 (2)	$14.97033	$598.81	$1,197.63	$31,138
	A (3)	$15.31872	$612.75	$1,225.50	$31,863
	B (4)	$15.60558	$624.22	$1,248.45	$32,460
	C (5)	$15.89521	$635.81	$1,271.62	$33,062
	D (6)	$16.49950	$659.98	$1,319.96	$34,319
	E (7)	$17.13578	$685.43	$1,370.86	$35,642
	F (8)	$17.80219	$712.09	$1,424.17	$37,029
7	P1 (1)	$15.17867	$607.15	$1,214.29	$31,572
	P2 (2)	$15.53241	$621.30	$1,242.59	$32,307
	A (3)	$15.89521	$635.81	$1,271.62	$33,062
	B (4)	$16.19550	$647.82	$1,295.64	$33,687
	C (5)	$16.49950	$659.98	$1,319.96	$34,319
	D (6)	$17.13578	$685.43	$1,370.86	$35,642
	E (7)	$17.80219	$712.09	$1,424.17	$37,029
	F (8)	$18.50381	$740.15	$1,480.30	$38,488
8	P1 (1)	$15.75314	$630.13	$1,260.25	$32,767
	P2 (2)	$16.12161	$644.86	$1,289.73	$33,533
	A (3)	$16.49950	$659.98	$1,319.96	$34,319
	B (4)	$16.81416	$672.57	$1,345.13	$34,973
	C (5)	$17.13578	$685.43	$1,370.86	$35,642
	D (6)	$17.80219	$712.09	$1,424.17	$37,029
	E (7)	$18.50381	$740.15	$1,480.30	$38,488
	F (8)	$19.23970	$769.59	$1,539.18	$40,019
9	P1 (1)	$16.35800	$654.32	$1,308.64	$34,025
	P2 (2)	$16.74197	$669.68	$1,339.36	$34,823
	A (3)	$17.13578	$685.43	$1,370.86	$35,642
	B (4)	$17.46713	$698.69	$1,397.37	$36,332
	C (5)	$17.80219	$712.09	$1,424.17	$37,029
	D (6)	$18.50381	$740.15	$1,480.30	$38,488
	E (7)	$19.23970	$769.59	$1,539.18	$40,019
	F (8)	$20.01268	$800.51	$1,601.01	$41,626
10	P1 (1)	$16.99150	$679.66	$1,359.32	$35,342
	P2 (2)	$17.39171	$695.67	$1,391.34	$36,175
	A (3)	$17.80219	$712.09	$1,424.17	$37,029
	B (4)	$18.15159	$726.06	$1,452.13	$37,755
	C (5)	$18.50381	$740.15	$1,480.30	$38,488
	D (6)	$19.23970	$769.59	$1,539.18	$40,019
	E (7)	$20.01268	$800.51	$1,601.01	$41,626
	F (8)	$20.82276	$832.91	$1,665.82	$43,311
11	P1 (1)	$17.65848	$706.34	$1,412.68	$36,730
	P2 (2)	$18.07579	$723.03	$1,446.06	$37,598
	A (3)	$18.50381	$740.15	$1,480.30	$38,488
	B (4)	$18.87082	$754.83	$1,509.67	$39,251
	C (5)	$19.23970	$769.59	$1,539.18	$40,019
	D (6)	$20.01268	$800.51	$1,601.01	$41,626
	E (7)	$20.82276	$832.91	$1,665.82	$43,311
	F (8)	$21.67637	$867.05	$1,734.11	$45,087
12	P1 (1)	$18.35805	$734.32	$1,468.64	$38,185
	P2 (2)	$18.79329	$751.73	$1,503.46	$39,090
	A (3)	$19.23970	$769.59	$1,539.18	$40,019
	B (4)	$19.62388	$784.96	$1,569.91	$40,818
	C (5)	$20.01268	$800.51	$1,601.01	$41,626
	D (6)	$20.82276	$832.91	$1,665.82	$43,311
	E (7)	$21.67637	$867.05	$1,734.11	$45,087
	F (8)	$22.57215	$902.89	$1,805.77	$46,950

EXHIBIT C (continued)
General Services Pay Plan as of May 1, 2017
1.75% increase

GRADE	STEP	HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY
13	P1 (1)	$19.09286	$763.71	$1,527.43	$39,713
	P2 (2)	$19.54696	$781.88	$1,563.76	$40,658
	A (3)	$20.01268	$800.51	$1,601.01	$41,626
	B (4)	$20.41448	$816.58	$1,633.16	$42,462
	C (5)	$20.82276	$832.91	$1,665.82	$43,311
	D (6)	$21.67637	$867.05	$1,734.11	$45,087
	E (7)	$22.57215	$902.89	$1,805.77	$46,950
	F (8)	$23.50781	$940.31	$1,880.62	$48,896
14	P1 (1)	$19.86292	$794.52	$1,589.03	$41,315
	P2 (2)	$20.33676	$813.47	$1,626.94	$42,300
	A (3)	$20.82276	$832.91	$1,665.82	$43,311
	B (4)	$21.24956	$849.98	$1,699.96	$44,199
	C (5)	$21.67637	$867.05	$1,734.11	$45,087
	D (6)	$22.57215	$902.89	$1,805.77	$46,950
	E (7)	$23.50781	$940.31	$1,880.62	$48,896
	F (8)	$24.49350	$979.74	$1,959.48	$50,946
15	P1 (1)	$20.67439	$826.98	$1,653.95	$43,003
	P2 (2)	$21.16903	$846.76	$1,693.52	$44,032
	A (3)	$21.67637	$867.05	$1,734.11	$45,087
	B (4)	$22.12125	$884.85	$1,769.70	$46,012
	C (5)	$22.57215	$902.89	$1,805.77	$46,950
	D (6)	$23.50781	$940.31	$1,880.62	$48,896
	E (7)	$24.49350	$979.74	$1,959.48	$50,946
	F (8)	$25.52646	$1,021.06	$2,042.12	$53,095
16	P1 (1)	$21.52595	$861.04	$1,722.08	$44,774
	P2 (2)	$22.04244	$881.70	$1,763.39	$45,848
	A (3)	$22.57215	$902.89	$1,805.77	$46,950
	B (4)	$23.03558	$921.42	$1,842.85	$47,914
	C (5)	$23.50781	$940.31	$1,880.62	$48,896
	D (6)	$24.49350	$979.74	$1,959.48	$50,946
	E (7)	$25.52646	$1,021.06	$2,042.12	$53,095
	F (8)	$26.61642	$1,064.66	$2,129.31	$55,362
17	P1 (1)	$22.41541	$896.62	$1,793.23	$46,624
	P2 (2)	$22.95469	$918.19	$1,836.38	$47,746
	A (3)	$23.50781	$940.31	$1,880.62	$48,896
	B (4)	$23.99856	$959.94	$1,919.88	$49,917
	C (5)	$24.49350	$979.74	$1,959.48	$50,946
	D (6)	$25.52646	$1,021.06	$2,042.12	$53,095
	E (7)	$26.61642	$1,064.66	$2,129.31	$55,362
	F (8)	$27.75782	$1,110.31	$2,220.63	$57,736
18	P1 (1)	$23.35242	$934.10	$1,868.19	$48,573
	P2 (2)	$23.91574	$956.63	$1,913.26	$49,745
	A (3)	$24.49350	$979.74	$1,959.48	$50,946
	B (4)	$25.01299	$1,000.52	$2,001.04	$52,027
	C (5)	$25.52646	$1,021.06	$2,042.12	$53,095
	D (6)	$26.61642	$1,064.66	$2,129.31	$55,362
	E (7)	$27.75782	$1,110.31	$2,220.63	$57,736
	F (8)	$28.95298	$1,158.12	$2,316.24	$60,222
19	P1 (1)	$24.33439	$973.38	$1,946.75	$50,616
	P2 (2)	$24.92289	$996.92	$1,993.83	$51,840
	A (3)	$25.52646	$1,021.06	$2,042.12	$53,095
	B (4)	$26.07423	$1,042.97	$2,085.94	$54,234
	C (5)	$26.61642	$1,064.66	$2,129.31	$55,362
	D (6)	$27.75782	$1,110.31	$2,220.63	$57,736
	E (7)	$28.95298	$1,158.12	$2,316.24	$60,222
	F (8)	$30.21580	$1,208.63	$2,417.26	$62,849
20	P1 (1)	$25.37053	$1,014.82	$2,029.64	$52,771
	P2 (2)	$25.98560	$1,039.42	$2,078.85	$54,050
	A (3)	$26.61642	$1,064.66	$2,129.31	$55,362
	B (4)	$27.18828	$1,087.53	$2,175.06	$56,552
	C (5)	$27.75782	$1,110.31	$2,220.63	$57,736
	D (6)	$28.95298	$1,158.12	$2,316.24	$60,222
	E (7)	$30.21580	$1,208.63	$2,417.26	$62,849
	F (8)	$31.53377	$1,261.35	$2,522.70	$65,590
21	P1 (1)	$26.45558	$1,058.22	$2,116.45	$55,028
	P2 (2)	$27.09846	$1,083.94	$2,167.88	$56,365
	A (3)	$27.75782	$1,110.31	$2,220.63	$57,736
	B (4)	$28.35656	$1,134.26	$2,268.52	$58,982
	C (5)	$28.95298	$1,158.12	$2,316.24	$60,222
	D (6)	$30.21580	$1,208.63	$2,417.26	$62,849
	E (7)	$31.53377	$1,261.35	$2,522.70	$65,590
	F (8)	$32.92032	$1,316.81	$2,633.63	$68,474
22	P1 (1)	$27.59172	$1,103.67	$2,207.34	$57,391
	P2 (2)	$28.26374	$1,130.55	$2,261.10	$58,789
	A (3)	$28.95298	$1,158.12	$2,316.24	$60,222
	B (4)	$29.58277	$1,183.31	$2,366.62	$61,532
	C (5)	$30.21580	$1,208.63	$2,417.26	$62,849
	D (6)	$31.53377	$1,261.35	$2,522.70	$65,590
	E (7)	$32.92032	$1,316.81	$2,633.63	$68,474
	F (8)	$34.38010	$1,375.20	$2,750.41	$71,511
23	P1 (1)	$28.79219	$1,151.69	$2,303.38	$59,888
	P2 (2)	$29.49499	$1,179.80	$2,359.60	$61,350
	A (3)	$30.21580	$1,208.63	$2,417.26	$62,849
	B (4)	$30.87711	$1,235.08	$2,470.17	$64,224
	C (5)	$31.53377	$1,261.35	$2,522.70	$65,590
	D (6)	$32.92032	$1,316.81	$2,633.63	$68,474
	E (7)	$34.38010	$1,375.20	$2,750.41	$71,511
	F (8)	$35.90845	$1,436.34	$2,872.68	$74,690
24	P1 (1)	$30.04509	$1,201.80	$2,403.61	$62,494
	P2 (2)	$30.78000	$1,231.20	$2,462.40	$64,022
	A (3)	$31.53377	$1,261.35	$2,522.70	$65,590
	B (4)	$32.22704	$1,289.08	$2,578.16	$67,032
	C (5)	$32.92032	$1,316.81	$2,633.63	$68,474
	D (6)	$34.38010	$1,375.20	$2,750.41	$71,511
	E (7)	$35.90845	$1,436.34	$2,872.68	$74,690
	F (8)	$37.51466	$1,500.59	$3,001.17	$78,030

EXHIBIT D
General Services Pay Plan as of January 1, 2018
2.25% increase

GRADE	STEP	HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY
1	P1 (1)	$12.52966	$501.19	$1,002.37	$26,062
	P2 (2)	$12.81467	$512.59	$1,025.17	$26,655
	A (3)	$13.10698	$524.28	$1,048.56	$27,263
	B (4)	$13.34344	$533.74	$1,067.47	$27,754
	C (5)	$13.57372	$542.95	$1,085.90	$28,233
	D (6)	$14.05846	$562.34	$1,124.68	$29,242
	E (7)	$14.56502	$582.60	$1,165.20	$30,295
	F (8)	$15.10187	$604.07	$1,208.15	$31,412
2	P1 (1)	$12.97335	$518.93	$1,037.87	$26,985
	P2 (2)	$13.26973	$530.79	$1,061.58	$27,601
	A (3)	$13.57372	$542.95	$1,085.90	$28,233
	B (4)	$13.81348	$552.54	$1,105.08	$28,732
	C (5)	$14.05846	$562.34	$1,124.68	$29,242
	D (6)	$14.56502	$582.60	$1,165.20	$30,295
	E (7)	$15.10187	$604.07	$1,208.15	$31,412
	F (8)	$15.66339	$626.54	$1,253.07	$32,580
3	P1 (1)	$13.43416	$537.37	$1,074.73	$27,943
	P2 (2)	$13.74236	$549.69	$1,099.39	$28,584
	A (3)	$14.05846	$562.34	$1,124.68	$29,242
	B (4)	$14.31529	$572.61	$1,145.22	$29,776
	C (5)	$14.56502	$582.60	$1,165.20	$30,295
	D (6)	$15.10187	$604.07	$1,208.15	$31,412
	E (7)	$15.66339	$626.54	$1,253.07	$32,580
	F (8)	$16.25285	$650.11	$1,300.23	$33,806
4	P1 (1)	$13.91570	$556.63	$1,113.26	$28,945
	P2 (2)	$14.23623	$569.45	$1,138.90	$29,611
	A (3)	$14.56502	$582.60	$1,165.20	$30,295
	B (4)	$14.83130	$593.25	$1,186.50	$30,849
	C (5)	$15.10187	$604.07	$1,208.15	$31,412
	D (6)	$15.66339	$626.54	$1,253.07	$32,580
	E (7)	$16.25285	$650.11	$1,300.23	$33,806
	F (8)	$16.87074	$674.83	$1,349.66	$35,091
5	P1 (1)	$14.42605	$577.04	$1,154.08	$30,006
	P2 (2)	$14.75969	$590.39	$1,180.78	$30,700
	A (3)	$15.10187	$604.07	$1,208.15	$31,412
	B (4)	$15.37908	$615.16	$1,230.33	$31,988
	C (5)	$15.66339	$626.54	$1,253.07	$32,580
	D (6)	$16.25285	$650.11	$1,300.23	$33,806
	E (7)	$16.87074	$674.83	$1,349.66	$35,091
	F (8)	$17.52133	$700.85	$1,401.71	$36,444
6	P1 (1)	$14.95985	$598.39	$1,196.79	$31,116
	P2 (2)	$15.30716	$612.29	$1,224.57	$31,839
	A (3)	$15.66339	$626.54	$1,253.07	$32,580
	B (4)	$15.95670	$638.27	$1,276.54	$33,190
	C (5)	$16.25285	$650.11	$1,300.23	$33,806
	D (6)	$16.87074	$674.83	$1,349.66	$35,091
	E (7)	$17.52133	$700.85	$1,401.71	$36,444
	F (8)	$18.20274	$728.11	$1,456.22	$37,862
7	P1 (1)	$15.52019	$620.81	$1,241.62	$32,282
	P2 (2)	$15.88189	$635.28	$1,270.55	$33,034
	A (3)	$16.25285	$650.11	$1,300.23	$33,806
	B (4)	$16.55990	$662.40	$1,324.79	$34,445
	C (5)	$16.87074	$674.83	$1,349.66	$35,091
	D (6)	$17.52133	$700.85	$1,401.71	$36,444
	E (7)	$18.20274	$728.11	$1,456.22	$37,862
	F (8)	$18.92014	$756.81	$1,513.61	$39,354
8	P1 (1)	$16.10759	$644.30	$1,288.61	$33,504
	P2 (2)	$16.48434	$659.37	$1,318.75	$34,287
	A (3)	$16.87074	$674.83	$1,349.66	$35,091
	B (4)	$17.19248	$687.70	$1,375.40	$35,760
	C (5)	$17.52133	$700.85	$1,401.71	$36,444
	D (6)	$18.20274	$728.11	$1,456.22	$37,862
	E (7)	$18.92014	$756.81	$1,513.61	$39,354
	F (8)	$19.67259	$786.90	$1,573.81	$40,919
9	P1 (1)	$16.72606	$669.04	$1,338.08	$34,790
	P2 (2)	$17.11866	$684.75	$1,369.49	$35,607
	A (3)	$17.52133	$700.85	$1,401.71	$36,444
	B (4)	$17.86015	$714.41	$1,428.81	$37,149
	C (5)	$18.20274	$728.11	$1,456.22	$37,862
	D (6)	$18.92014	$756.81	$1,513.61	$39,354
	E (7)	$19.67259	$786.90	$1,573.81	$40,919
	F (8)	$20.46297	$818.52	$1,637.04	$42,563
10	P1 (1)	$17.37381	$694.95	$1,389.90	$36,138
	P2 (2)	$17.78303	$711.32	$1,422.64	$36,989
	A (3)	$18.20274	$728.11	$1,456.22	$37,862
	B (4)	$18.56000	$742.40	$1,484.80	$38,605
	C (5)	$18.92014	$756.81	$1,513.61	$39,354
	D (6)	$19.67259	$786.90	$1,573.81	$40,919
	E (7)	$20.46297	$818.52	$1,637.04	$42,563
	F (8)	$21.29127	$851.65	$1,703.30	$44,286
11	P1 (1)	$18.05579	$722.23	$1,444.46	$37,556
	P2 (2)	$18.48249	$739.30	$1,478.60	$38,444
	A (3)	$18.92014	$756.81	$1,513.61	$39,354
	B (4)	$19.29542	$771.82	$1,543.63	$40,134
	C (5)	$19.67259	$786.90	$1,573.81	$40,919
	D (6)	$20.46297	$818.52	$1,637.04	$42,563
	E (7)	$21.29127	$851.65	$1,703.30	$44,286
	F (8)	$22.16408	$886.56	$1,773.13	$46,101
12	P1 (1)	$18.77111	$750.84	$1,501.69	$39,044
	P2 (2)	$19.21614	$768.65	$1,537.29	$39,970
	A (3)	$19.67259	$786.90	$1,573.81	$40,919
	B (4)	$20.06542	$802.62	$1,605.23	$41,736
	C (5)	$20.46297	$818.52	$1,637.04	$42,563
	D (6)	$21.29127	$851.65	$1,703.30	$44,286
	E (7)	$22.16408	$886.56	$1,773.13	$46,101
	F (8)	$23.08003	$923.20	$1,846.40	$48,006

EXHIBIT D (continued)
General Services Pay Plan as of January 1, 2018
2.25% increase

GRADE	STEP	HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY
13	P1 (1)	$19.52245	$780.90	$1,561.80	$40,607
	P2 (2)	$19.98677	$799.47	$1,598.94	$41,572
	A (3)	$20.46297	$818.52	$1,637.04	$42,563
	B (4)	$20.87380	$834.95	$1,669.90	$43,418
	C (5)	$21.29127	$851.65	$1,703.30	$44,286
	D (6)	$22.16408	$886.56	$1,773.13	$46,101
	E (7)	$23.08003	$923.20	$1,846.40	$48,006
	F (8)	$24.03673	$961.47	$1,922.94	$49,996
14	P1 (1)	$20.30984	$812.39	$1,624.79	$42,244
	P2 (2)	$20.79434	$831.77	$1,663.55	$43,252
	A (3)	$21.29127	$851.65	$1,703.30	$44,286
	B (4)	$21.72768	$869.11	$1,738.21	$45,194
	C (5)	$22.16408	$886.56	$1,773.13	$46,101
	D (6)	$23.08003	$923.20	$1,846.40	$48,006
	E (7)	$24.03673	$961.47	$1,922.94	$49,996
	F (8)	$25.04461	$1,001.78	$2,003.57	$52,093
15	P1 (1)	$21.13956	$845.58	$1,691.16	$43,970
	P2 (2)	$21.64534	$865.81	$1,731.63	$45,022
	A (3)	$22.16408	$886.56	$1,773.13	$46,101
	B (4)	$22.61898	$904.76	$1,809.52	$47,047
	C (5)	$23.08003	$923.20	$1,846.40	$48,006
	D (6)	$24.03673	$961.47	$1,922.94	$49,996
	E (7)	$25.04461	$1,001.78	$2,003.57	$52,093
	F (8)	$26.10081	$1,044.03	$2,088.06	$54,290
16	P1 (1)	$22.01029	$880.41	$1,760.82	$45,781
	P2 (2)	$22.53839	$901.54	$1,803.07	$46,880
	A (3)	$23.08003	$923.20	$1,846.40	$48,006
	B (4)	$23.55388	$942.16	$1,884.31	$48,992
	C (5)	$24.03673	$961.47	$1,922.94	$49,996
	D (6)	$25.04461	$1,001.78	$2,003.57	$52,093
	E (7)	$26.10081	$1,044.03	$2,088.06	$54,290
	F (8)	$27.21529	$1,088.61	$2,177.22	$56,608
17	P1 (1)	$22.91975	$916.79	$1,833.58	$47,673
	P2 (2)	$23.47117	$938.85	$1,877.69	$48,820
	A (3)	$24.03673	$961.47	$1,922.94	$49,996
	B (4)	$24.53853	$981.54	$1,963.08	$51,040
	C (5)	$25.04461	$1,001.78	$2,003.57	$52,093
	D (6)	$26.10081	$1,044.03	$2,088.06	$54,290
	E (7)	$27.21529	$1,088.61	$2,177.22	$56,608
	F (8)	$28.38237	$1,135.29	$2,270.59	$59,035
18	P1 (1)	$23.87785	$955.11	$1,910.23	$49,666
	P2 (2)	$24.45384	$978.15	$1,956.31	$50,864
	A (3)	$25.04461	$1,001.78	$2,003.57	$52,093
	B (4)	$25.57579	$1,023.03	$2,046.06	$53,198
	C (5)	$26.10081	$1,044.03	$2,088.06	$54,290
	D (6)	$27.21529	$1,088.61	$2,177.22	$56,608
	E (7)	$28.38237	$1,135.29	$2,270.59	$59,035
	F (8)	$29.60443	$1,184.18	$2,368.35	$61,577
19	P1 (1)	$24.88192	$995.28	$1,990.55	$51,754
	P2 (2)	$25.48365	$1,019.35	$2,038.69	$53,006
	A (3)	$26.10081	$1,044.03	$2,088.06	$54,290
	B (4)	$26.66090	$1,066.44	$2,132.87	$55,455
	C (5)	$27.21529	$1,088.61	$2,177.22	$56,608
	D (6)	$28.38237	$1,135.29	$2,270.59	$59,035
	E (7)	$29.60443	$1,184.18	$2,368.35	$61,577
	F (8)	$30.89566	$1,235.83	$2,471.65	$64,263
20	P1 (1)	$25.94137	$1,037.65	$2,075.31	$53,958
	P2 (2)	$26.57028	$1,062.81	$2,125.62	$55,266
	A (3)	$27.21529	$1,088.61	$2,177.22	$56,608
	B (4)	$27.80002	$1,112.00	$2,224.00	$57,824
	C (5)	$28.38237	$1,135.29	$2,270.59	$59,035
	D (6)	$29.60443	$1,184.18	$2,368.35	$61,577
	E (7)	$30.89566	$1,235.83	$2,471.65	$64,263
	F (8)	$32.24328	$1,289.73	$2,579.46	$67,066
21	P1 (1)	$27.05083	$1,082.03	$2,164.07	$56,266
	P2 (2)	$27.70817	$1,108.33	$2,216.65	$57,633
	A (3)	$28.38237	$1,135.29	$2,270.59	$59,035
	B (4)	$28.99458	$1,159.78	$2,319.57	$60,309
	C (5)	$29.60443	$1,184.18	$2,368.35	$61,577
	D (6)	$30.89566	$1,235.83	$2,471.65	$64,263
	E (7)	$32.24328	$1,289.73	$2,579.46	$67,066
	F (8)	$33.66102	$1,346.44	$2,692.88	$70,015
22	P1 (1)	$28.21254	$1,128.50	$2,257.00	$58,682
	P2 (2)	$28.89967	$1,155.99	$2,311.97	$60,111
	A (3)	$29.60443	$1,184.18	$2,368.35	$61,577
	B (4)	$30.24839	$1,209.94	$2,419.87	$62,917
	C (5)	$30.89566	$1,235.83	$2,471.65	$64,263
	D (6)	$32.24328	$1,289.73	$2,579.46	$67,066
	E (7)	$33.66102	$1,346.44	$2,692.88	$70,015
	F (8)	$35.15365	$1,406.15	$2,812.29	$73,120
23	P1 (1)	$29.44002	$1,177.60	$2,355.20	$61,235
	P2 (2)	$30.15863	$1,206.35	$2,412.69	$62,730
	A (3)	$30.89566	$1,235.83	$2,471.65	$64,263
	B (4)	$31.57184	$1,262.87	$2,525.75	$65,669
	C (5)	$32.24328	$1,289.73	$2,579.46	$67,066
	D (6)	$33.66102	$1,346.44	$2,692.88	$70,015
	E (7)	$35.15365	$1,406.15	$2,812.29	$73,120
	F (8)	$36.71639	$1,468.66	$2,937.31	$76,370
24	P1 (1)	$30.72110	$1,228.84	$2,457.69	$63,900
	P2 (2)	$31.47255	$1,258.90	$2,517.80	$65,463
	A (3)	$32.24328	$1,289.73	$2,579.46	$67,066
	B (4)	$32.95215	$1,318.09	$2,636.17	$68,540
	C (5)	$33.66102	$1,346.44	$2,692.88	$70,015
	D (6)	$35.15365	$1,406.15	$2,812.29	$73,120
	E (7)	$36.71639	$1,468.66	$2,937.31	$76,370
	F (8)	$38.35874	$1,534.35	$3,068.70	$79,786

EXHIBIT E
General Services Pay Plan as of January 1, 2019
2.25% increase

GRADE	STEP	HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY
1	P1 (1)	$12.81158	$512.46	$1,024.93	$26,648
	P2 (2)	$13.10300	$524.12	$1,048.24	$27,254
	A (3)	$13.40188	$536.08	$1,072.15	$27,876
	B (4)	$13.64366	$545.75	$1,091.49	$28,379
	C (5)	$13.87913	$555.17	$1,110.33	$28,869
	D (6)	$14.37478	$574.99	$1,149.98	$29,900
	E (7)	$14.89273	$595.71	$1,191.42	$30,977
	F (8)	$15.44167	$617.67	$1,235.33	$32,119
2	P1 (1)	$13.26525	$530.61	$1,061.22	$27,592
	P2 (2)	$13.56830	$542.73	$1,085.46	$28,222
	A (3)	$13.87913	$555.17	$1,110.33	$28,869
	B (4)	$14.12428	$564.97	$1,129.94	$29,379
	C (5)	$14.37478	$574.99	$1,149.98	$29,900
	D (6)	$14.89273	$595.71	$1,191.42	$30,977
	E (7)	$15.44167	$617.67	$1,235.33	$32,119
	F (8)	$16.01582	$640.63	$1,281.27	$33,313
3	P1 (1)	$13.73643	$549.46	$1,098.91	$28,572
	P2 (2)	$14.05157	$562.06	$1,124.13	$29,227
	A (3)	$14.37478	$574.99	$1,149.98	$29,900
	B (4)	$14.63739	$585.50	$1,170.99	$30,446
	C (5)	$14.89273	$595.71	$1,191.42	$30,977
	D (6)	$15.44167	$617.67	$1,235.33	$32,119
	E (7)	$16.01582	$640.63	$1,281.27	$33,313
	F (8)	$16.61854	$664.74	$1,329.48	$34,567
4	P1 (1)	$14.22880	$569.15	$1,138.30	$29,596
	P2 (2)	$14.55655	$582.26	$1,164.52	$30,278
	A (3)	$14.89273	$595.71	$1,191.42	$30,977
	B (4)	$15.16501	$606.60	$1,213.20	$31,543
	C (5)	$15.44167	$617.67	$1,235.33	$32,119
	D (6)	$16.01582	$640.63	$1,281.27	$33,313
	E (7)	$16.61854	$664.74	$1,329.48	$34,567
	F (8)	$17.25033	$690.01	$1,380.03	$35,881
5	P1 (1)	$14.75063	$590.03	$1,180.05	$30,681
	P2 (2)	$15.09179	$603.67	$1,207.34	$31,391
	A (3)	$15.44167	$617.67	$1,235.33	$32,119
	B (4)	$15.72511	$629.00	$1,258.01	$32,708
	C (5)	$16.01582	$640.63	$1,281.27	$33,313
	D (6)	$16.61854	$664.74	$1,329.48	$34,567
	E (7)	$17.25033	$690.01	$1,380.03	$35,881
	F (8)	$17.91556	$716.62	$1,433.24	$37,264
6	P1 (1)	$15.29644	$611.86	$1,223.72	$31,817
	P2 (2)	$15.65157	$626.06	$1,252.13	$32,555
	A (3)	$16.01582	$640.63	$1,281.27	$33,313
	B (4)	$16.31573	$652.63	$1,305.26	$33,937
	C (5)	$16.61854	$664.74	$1,329.48	$34,567
	D (6)	$17.25033	$690.01	$1,380.03	$35,881
	E (7)	$17.91556	$716.62	$1,433.24	$37,264
	F (8)	$18.61230	$744.49	$1,488.98	$38,714
7	P1 (1)	$15.86939	$634.78	$1,269.55	$33,008
	P2 (2)	$16.23924	$649.57	$1,299.14	$33,778
	A (3)	$16.61854	$664.74	$1,329.48	$34,567
	B (4)	$16.93250	$677.30	$1,354.60	$35,220
	C (5)	$17.25033	$690.01	$1,380.03	$35,881
	D (6)	$17.91556	$716.62	$1,433.24	$37,264
	E (7)	$18.61230	$744.49	$1,488.98	$38,714
	F (8)	$19.34584	$773.83	$1,547.67	$40,239
8	P1 (1)	$16.47001	$658.80	$1,317.60	$34,258
	P2 (2)	$16.85524	$674.21	$1,348.42	$35,059
	A (3)	$17.25033	$690.01	$1,380.03	$35,881
	B (4)	$17.57931	$703.17	$1,406.34	$36,565
	C (5)	$17.91556	$716.62	$1,433.24	$37,264
	D (6)	$18.61230	$744.49	$1,488.98	$38,714
	E (7)	$19.34584	$773.83	$1,547.67	$40,239
	F (8)	$20.11523	$804.61	$1,609.22	$41,840
9	P1 (1)	$17.10239	$684.10	$1,368.19	$35,573
	P2 (2)	$17.50383	$700.15	$1,400.31	$36,408
	A (3)	$17.91556	$716.62	$1,433.24	$37,264
	B (4)	$18.26200	$730.48	$1,460.96	$37,985
	C (5)	$18.61230	$744.49	$1,488.98	$38,714
	D (6)	$19.34584	$773.83	$1,547.67	$40,239
	E (7)	$20.11523	$804.61	$1,609.22	$41,840
	F (8)	$20.92339	$836.94	$1,673.87	$43,521
10	P1 (1)	$17.76472	$710.59	$1,421.18	$36,951
	P2 (2)	$18.18314	$727.33	$1,454.65	$37,821
	A (3)	$18.61230	$744.49	$1,488.98	$38,714
	B (4)	$18.97760	$759.10	$1,518.21	$39,473
	C (5)	$19.34584	$773.83	$1,547.67	$40,239
	D (6)	$20.11523	$804.61	$1,609.22	$41,840
	E (7)	$20.92339	$836.94	$1,673.87	$43,521
	F (8)	$21.77032	$870.81	$1,741.63	$45,282
11	P1 (1)	$18.46205	$738.48	$1,476.96	$38,401
	P2 (2)	$18.89835	$755.93	$1,511.87	$39,309
	A (3)	$19.34584	$773.83	$1,547.67	$40,239
	B (4)	$19.72956	$789.18	$1,578.36	$41,037
	C (5)	$20.11523	$804.61	$1,609.22	$41,840
	D (6)	$20.92339	$836.94	$1,673.87	$43,521
	E (7)	$21.77032	$870.81	$1,741.63	$45,282
	F (8)	$22.66278	$906.51	$1,813.02	$47,139
12	P1 (1)	$19.19346	$767.74	$1,535.48	$39,922
	P2 (2)	$19.64850	$785.94	$1,571.88	$40,869
	A (3)	$20.11523	$804.61	$1,609.22	$41,840
	B (4)	$20.51689	$820.68	$1,641.35	$42,675
	C (5)	$20.92339	$836.94	$1,673.87	$43,521
	D (6)	$21.77032	$870.81	$1,741.63	$45,282
	E (7)	$22.66278	$906.51	$1,813.02	$47,139
	F (8)	$23.59933	$943.97	$1,887.95	$49,087

EXHIBIT E (continued)
General Services Pay Plan as of January 1, 2019
2.25% increase

GRADE	STEP	HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY
13	P1 (1)	$19.96171	$798.47	$1,596.94	$41,520
	P2 (2)	$20.43647	$817.46	$1,634.92	$42,508
	A (3)	$20.92339	$836.94	$1,673.87	$43,521
	B (4)	$21.34346	$853.74	$1,707.48	$44,394
	C (5)	$21.77032	$870.81	$1,741.63	$45,282
	D (6)	$22.66278	$906.51	$1,813.02	$47,139
	E (7)	$23.59933	$943.97	$1,887.95	$49,087
	F (8)	$24.57756	$983.10	$1,966.20	$51,121
14	P1 (1)	$20.76681	$830.67	$1,661.34	$43,195
	P2 (2)	$21.26221	$850.49	$1,700.98	$44,225
	A (3)	$21.77032	$870.81	$1,741.63	$45,282
	B (4)	$22.21655	$888.66	$1,777.32	$46,210
	C (5)	$22.66278	$906.51	$1,813.02	$47,139
	D (6)	$23.59933	$943.97	$1,887.95	$49,087
	E (7)	$24.57756	$983.10	$1,966.20	$51,121
	F (8)	$25.60811	$1,024.32	$2,048.65	$53,265
15	P1 (1)	$21.61520	$864.61	$1,729.22	$44,960
	P2 (2)	$22.13236	$885.29	$1,770.59	$46,035
	A (3)	$22.66278	$906.51	$1,813.02	$47,139
	B (4)	$23.12791	$925.12	$1,850.23	$48,106
	C (5)	$23.59933	$943.97	$1,887.95	$49,087
	D (6)	$24.57756	$983.10	$1,966.20	$51,121
	E (7)	$25.60811	$1,024.32	$2,048.65	$53,265
	F (8)	$26.68808	$1,067.52	$2,135.05	$55,511
16	P1 (1)	$22.50552	$900.22	$1,800.44	$46,811
	P2 (2)	$23.04550	$921.82	$1,843.64	$47,935
	A (3)	$23.59933	$943.97	$1,887.95	$49,087
	B (4)	$24.08384	$963.35	$1,926.71	$50,094
	C (5)	$24.57756	$983.10	$1,966.20	$51,121
	D (6)	$25.60811	$1,024.32	$2,048.65	$53,265
	E (7)	$26.68808	$1,067.52	$2,135.05	$55,511
	F (8)	$27.82764	$1,113.11	$2,226.21	$57,881
17	P1 (1)	$23.43545	$937.42	$1,874.84	$48,746
	P2 (2)	$23.99927	$959.97	$1,919.94	$49,918
	A (3)	$24.57756	$983.10	$1,966.20	$51,121
	B (4)	$25.09064	$1,003.63	$2,007.25	$52,189
	C (5)	$25.60811	$1,024.32	$2,048.65	$53,265
	D (6)	$26.68808	$1,067.52	$2,135.05	$55,511
	E (7)	$27.82764	$1,113.11	$2,226.21	$57,881
	F (8)	$29.02097	$1,160.84	$2,321.68	$60,364
18	P1 (1)	$24.41510	$976.60	$1,953.21	$50,783
	P2 (2)	$25.00405	$1,000.16	$2,000.32	$52,008
	A (3)	$25.60811	$1,024.32	$2,048.65	$53,265
	B (4)	$26.15124	$1,046.05	$2,092.10	$54,395
	C (5)	$26.68808	$1,067.52	$2,135.05	$55,511
	D (6)	$27.82764	$1,113.11	$2,226.21	$57,881
	E (7)	$29.02097	$1,160.84	$2,321.68	$60,364
	F (8)	$30.27053	$1,210.82	$2,421.64	$62,963
19	P1 (1)	$25.44176	$1,017.67	$2,035.34	$52,919
	P2 (2)	$26.05703	$1,042.28	$2,084.56	$54,199
	A (3)	$26.68808	$1,067.52	$2,135.05	$55,511
	B (4)	$27.26077	$1,090.43	$2,180.86	$56,702
	C (5)	$27.82764	$1,113.11	$2,226.21	$57,881
	D (6)	$29.02097	$1,160.84	$2,321.68	$60,364
	E (7)	$30.27053	$1,210.82	$2,421.64	$62,963
	F (8)	$31.59081	$1,263.63	$2,527.27	$65,709
20	P1 (1)	$26.52505	$1,061.00	$2,122.00	$55,172
	P2 (2)	$27.16811	$1,086.72	$2,173.45	$56,510
	A (3)	$27.82764	$1,113.11	$2,226.21	$57,881
	B (4)	$28.42552	$1,137.02	$2,274.04	$59,125
	C (5)	$29.02097	$1,160.84	$2,321.68	$60,364
	D (6)	$30.27053	$1,210.82	$2,421.64	$62,963
	E (7)	$31.59081	$1,263.63	$2,527.27	$65,709
	F (8)	$32.96876	$1,318.75	$2,637.50	$68,575
21	P1 (1)	$27.65948	$1,106.38	$2,212.76	$57,532
	P2 (2)	$28.33161	$1,133.26	$2,266.53	$58,930
	A (3)	$29.02097	$1,160.84	$2,321.68	$60,364
	B (4)	$29.64696	$1,185.88	$2,371.76	$61,666
	C (5)	$30.27053	$1,210.82	$2,421.64	$62,963
	D (6)	$31.59081	$1,263.63	$2,527.27	$65,709
	E (7)	$32.96876	$1,318.75	$2,637.50	$68,575
	F (8)	$34.41840	$1,376.74	$2,753.47	$71,590
22	P1 (1)	$28.84732	$1,153.89	$2,307.79	$60,002
	P2 (2)	$29.54992	$1,182.00	$2,363.99	$61,464
	A (3)	$30.27053	$1,210.82	$2,421.64	$62,963
	B (4)	$30.92897	$1,237.16	$2,474.32	$64,332
	C (5)	$31.59081	$1,263.63	$2,527.27	$65,709
	D (6)	$32.96876	$1,318.75	$2,637.50	$68,575
	E (7)	$34.41840	$1,376.74	$2,753.47	$71,590
	F (8)	$35.94461	$1,437.78	$2,875.57	$74,765
23	P1 (1)	$30.10242	$1,204.10	$2,408.19	$62,613
	P2 (2)	$30.83720	$1,233.49	$2,466.98	$64,141
	A (3)	$31.59081	$1,263.63	$2,527.27	$65,709
	B (4)	$32.28221	$1,291.29	$2,582.58	$67,147
	C (5)	$32.96876	$1,318.75	$2,637.50	$68,575
	D (6)	$34.41840	$1,376.74	$2,753.47	$71,590
	E (7)	$35.94461	$1,437.78	$2,875.57	$74,765
	F (8)	$37.54251	$1,501.70	$3,003.40	$78,088
24	P1 (1)	$31.41233	$1,256.49	$2,512.99	$65,338
	P2 (2)	$32.18068	$1,287.23	$2,574.45	$66,936
	A (3)	$32.96876	$1,318.75	$2,637.50	$68,575
	B (4)	$33.69358	$1,347.74	$2,695.49	$70,083
	C (5)	$34.41840	$1,376.74	$2,753.47	$71,590
	D (6)	$35.94461	$1,437.78	$2,875.57	$74,765
	E (7)	$37.54251	$1,501.70	$3,003.40	$78,088
	F (8)	$39.22181	$1,568.87	$3,137.74	$81,581

EXHIBIT F
General Services Pay Plan as of January 1, 2020
2.00% increase

GRADE	STEP	HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY
1	P1 (1)	$13.06781	$522.71	$1,045.42	$27,181
	P2 (2)	$13.36506	$534.60	$1,069.20	$27,799
	A (3)	$13.66992	$546.80	$1,093.59	$28,433
	B (4)	$13.91654	$556.66	$1,113.32	$28,946
	C (5)	$14.15671	$566.27	$1,132.54	$29,446
	D (6)	$14.66227	$586.49	$1,172.98	$30,498
	E (7)	$15.19058	$607.62	$1,215.25	$31,596
	F (8)	$15.75050	$630.02	$1,260.04	$32,761
2	P1 (1)	$13.53055	$541.22	$1,082.44	$28,144
	P2 (2)	$13.83967	$553.59	$1,107.17	$28,787
	A (3)	$14.15671	$566.27	$1,132.54	$29,446
	B (4)	$14.40677	$576.27	$1,152.54	$29,966
	C (5)	$14.66227	$586.49	$1,172.98	$30,498
	D (6)	$15.19058	$607.62	$1,215.25	$31,596
	E (7)	$15.75050	$630.02	$1,260.04	$32,761
	F (8)	$16.33613	$653.45	$1,306.89	$33,979
3	P1 (1)	$14.01116	$560.45	$1,120.89	$29,143
	P2 (2)	$14.33260	$573.30	$1,146.61	$29,812
	A (3)	$14.66227	$586.49	$1,172.98	$30,498
	B (4)	$14.93013	$597.21	$1,194.41	$31,055
	C (5)	$15.19058	$607.62	$1,215.25	$31,596
	D (6)	$15.75050	$630.02	$1,260.04	$32,761
	E (7)	$16.33613	$653.45	$1,306.89	$33,979
	F (8)	$16.95091	$678.04	$1,356.07	$35,258
4	P1 (1)	$14.51338	$580.54	$1,161.07	$30,188
	P2 (2)	$14.84768	$593.91	$1,187.81	$30,883
	A (3)	$15.19058	$607.62	$1,215.25	$31,596
	B (4)	$15.46831	$618.73	$1,237.46	$32,174
	C (5)	$15.75050	$630.02	$1,260.04	$32,761
	D (6)	$16.33613	$653.45	$1,306.89	$33,979
	E (7)	$16.95091	$678.04	$1,356.07	$35,258
	F (8)	$17.59534	$703.81	$1,407.63	$36,598
5	P1 (1)	$15.04565	$601.83	$1,203.65	$31,295
	P2 (2)	$15.39362	$615.74	$1,231.49	$32,019
	A (3)	$15.75050	$630.02	$1,260.04	$32,761
	B (4)	$16.03961	$641.58	$1,283.17	$33,362
	C (5)	$16.33613	$653.45	$1,306.89	$33,979
	D (6)	$16.95091	$678.04	$1,356.07	$35,258
	E (7)	$17.59534	$703.81	$1,407.63	$36,598
	F (8)	$18.27387	$730.95	$1,461.91	$38,010
6	P1 (1)	$15.60237	$624.09	$1,248.19	$32,453
	P2 (2)	$15.96461	$638.58	$1,277.17	$33,206
	A (3)	$16.33613	$653.45	$1,306.89	$33,979
	B (4)	$16.64204	$665.68	$1,331.36	$34,615
	C (5)	$16.95091	$678.04	$1,356.07	$35,258
	D (6)	$17.59534	$703.81	$1,407.63	$36,598
	E (7)	$18.27387	$730.95	$1,461.91	$38,010
	F (8)	$18.98454	$759.38	$1,518.76	$39,488
7	P1 (1)	$16.18678	$647.47	$1,294.94	$33,669
	P2 (2)	$16.56402	$662.56	$1,325.12	$34,453
	A (3)	$16.95091	$678.04	$1,356.07	$35,258
	B (4)	$17.27115	$690.85	$1,381.69	$35,924
	C (5)	$17.59534	$703.81	$1,407.63	$36,598
	D (6)	$18.27387	$730.95	$1,461.91	$38,010
	E (7)	$18.98454	$759.38	$1,518.76	$39,488
	F (8)	$19.73276	$789.31	$1,578.62	$41,044
8	P1 (1)	$16.79941	$671.98	$1,343.95	$34,943
	P2 (2)	$17.19235	$687.69	$1,375.39	$35,760
	A (3)	$17.59534	$703.81	$1,407.63	$36,598
	B (4)	$17.93090	$717.24	$1,434.47	$37,296
	C (5)	$18.27387	$730.95	$1,461.91	$38,010
	D (6)	$18.98454	$759.38	$1,518.76	$39,488
	E (7)	$19.73276	$789.31	$1,578.62	$41,044
	F (8)	$20.51753	$820.70	$1,641.40	$42,676
9	P1 (1)	$17.44444	$697.78	$1,395.56	$36,284
	P2 (2)	$17.85391	$714.16	$1,428.31	$37,136
	A (3)	$18.27387	$730.95	$1,461.91	$38,010
	B (4)	$18.62724	$745.09	$1,490.18	$38,745
	C (5)	$18.98454	$759.38	$1,518.76	$39,488
	D (6)	$19.73276	$789.31	$1,578.62	$41,044
	E (7)	$20.51753	$820.70	$1,641.40	$42,676
	F (8)	$21.34185	$853.67	$1,707.35	$44,391
10	P1 (1)	$18.12001	$724.80	$1,449.60	$37,690
	P2 (2)	$18.54681	$741.87	$1,483.74	$38,577
	A (3)	$18.98454	$759.38	$1,518.76	$39,488
	B (4)	$19.35715	$774.29	$1,548.57	$40,263
	C (5)	$19.73276	$789.31	$1,578.62	$41,044
	D (6)	$20.51753	$820.70	$1,641.40	$42,676
	E (7)	$21.34185	$853.67	$1,707.35	$44,391
	F (8)	$22.20573	$888.23	$1,776.46	$46,188
11	P1 (1)	$18.83129	$753.25	$1,506.50	$39,169
	P2 (2)	$19.27631	$771.05	$1,542.11	$40,095
	A (3)	$19.73276	$789.31	$1,578.62	$41,044
	B (4)	$20.12415	$804.97	$1,609.93	$41,858
	C (5)	$20.51753	$820.70	$1,641.40	$42,676
	D (6)	$21.34185	$853.67	$1,707.35	$44,391
	E (7)	$22.20573	$888.23	$1,776.46	$46,188
	F (8)	$23.11603	$924.64	$1,849.28	$48,081
12	P1 (1)	$19.57732	$783.09	$1,566.19	$40,721
	P2 (2)	$20.04147	$801.66	$1,603.32	$41,686
	A (3)	$20.51753	$820.70	$1,641.40	$42,676
	B (4)	$20.92723	$837.09	$1,674.18	$43,529
	C (5)	$21.34185	$853.67	$1,707.35	$44,391
	D (6)	$22.20573	$888.23	$1,776.46	$46,188
	E (7)	$23.11603	$924.64	$1,849.28	$48,081
	F (8)	$24.07132	$962.85	$1,925.71	$50,068

EXHIBIT F (continued)
General Services Pay Plan as of January 1, 2020
2.00% increase

GRADE	STEP	HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY
13	P1 (1)	$20.36094	$814.44	$1,628.88	$42,351
	P2 (2)	$20.84520	$833.81	$1,667.62	$43,358
	A (3)	$21.34185	$853.67	$1,707.35	$44,391
	B (4)	$21.77033	$870.81	$1,741.63	$45,282
	C (5)	$22.20573	$888.23	$1,776.46	$46,188
	D (6)	$23.11603	$924.64	$1,849.28	$48,081
	E (7)	$24.07132	$962.85	$1,925.71	$50,068
	F (8)	$25.06911	$1,002.76	$2,005.53	$52,144
14	P1 (1)	$21.18214	$847.29	$1,694.57	$44,059
	P2 (2)	$21.68745	$867.50	$1,735.00	$45,110
	A (3)	$22.20573	$888.23	$1,776.46	$46,188
	B (4)	$22.66088	$906.44	$1,812.87	$47,135
	C (5)	$23.11603	$924.64	$1,849.28	$48,081
	D (6)	$24.07132	$962.85	$1,925.71	$50,068
	E (7)	$25.06911	$1,002.76	$2,005.53	$52,144
	F (8)	$26.12027	$1,044.81	$2,089.62	$54,330
15	P1 (1)	$22.04751	$881.90	$1,763.80	$45,859
	P2 (2)	$22.57500	$903.00	$1,806.00	$46,956
	A (3)	$23.11603	$924.64	$1,849.28	$48,081
	B (4)	$23.59046	$943.62	$1,887.24	$49,068
	C (5)	$24.07132	$962.85	$1,925.71	$50,068
	D (6)	$25.06911	$1,002.76	$2,005.53	$52,144
	E (7)	$26.12027	$1,044.81	$2,089.62	$54,330
	F (8)	$27.22184	$1,088.87	$2,177.75	$56,621
16	P1 (1)	$22.95563	$918.23	$1,836.45	$47,748
	P2 (2)	$23.50641	$940.26	$1,880.51	$48,893
	A (3)	$24.07132	$962.85	$1,925.71	$50,068
	B (4)	$24.56552	$982.62	$1,965.24	$51,096
	C (5)	$25.06911	$1,002.76	$2,005.53	$52,144
	D (6)	$26.12027	$1,044.81	$2,089.62	$54,330
	E (7)	$27.22184	$1,088.87	$2,177.75	$56,621
	F (8)	$28.38419	$1,135.37	$2,270.74	$59,039
17	P1 (1)	$23.90416	$956.17	$1,912.33	$49,721
	P2 (2)	$24.47926	$979.17	$1,958.34	$50,917
	A (3)	$25.06911	$1,002.76	$2,005.53	$52,144
	B (4)	$25.59246	$1,023.70	$2,047.40	$53,232
	C (5)	$26.12027	$1,044.81	$2,089.62	$54,330
	D (6)	$27.22184	$1,088.87	$2,177.75	$56,621
	E (7)	$28.38419	$1,135.37	$2,270.74	$59,039
	F (8)	$29.60139	$1,184.06	$2,368.11	$61,571
18	P1 (1)	$24.90341	$996.14	$1,992.27	$51,799
	P2 (2)	$25.50413	$1,020.17	$2,040.33	$53,049
	A (3)	$26.12027	$1,044.81	$2,089.62	$54,330
	B (4)	$26.67427	$1,066.97	$2,133.94	$55,482
	C (5)	$27.22184	$1,088.87	$2,177.75	$56,621
	D (6)	$28.38419	$1,135.37	$2,270.74	$59,039
	E (7)	$29.60139	$1,184.06	$2,368.11	$61,571
	F (8)	$30.87594	$1,235.04	$2,470.07	$64,222
19	P1 (1)	$25.95059	$1,038.02	$2,076.05	$53,977
	P2 (2)	$26.57817	$1,063.13	$2,126.25	$55,283
	A (3)	$27.22184	$1,088.87	$2,177.75	$56,621
	B (4)	$27.80598	$1,112.24	$2,224.48	$57,836
	C (5)	$28.38419	$1,135.37	$2,270.74	$59,039
	D (6)	$29.60139	$1,184.06	$2,368.11	$61,571
	E (7)	$30.87594	$1,235.04	$2,470.07	$64,222
	F (8)	$32.22263	$1,288.91	$2,577.81	$67,023
20	P1 (1)	$27.05555	$1,082.22	$2,164.44	$56,276
	P2 (2)	$27.71147	$1,108.46	$2,216.92	$57,640
	A (3)	$28.38419	$1,135.37	$2,270.74	$59,039
	B (4)	$28.99403	$1,159.76	$2,319.52	$60,308
	C (5)	$29.60139	$1,184.06	$2,368.11	$61,571
	D (6)	$30.87594	$1,235.04	$2,470.07	$64,222
	E (7)	$32.22263	$1,288.91	$2,577.81	$67,023
	F (8)	$33.62813	$1,345.13	$2,690.25	$69,947
21	P1 (1)	$28.21267	$1,128.51	$2,257.01	$58,682
	P2 (2)	$28.89824	$1,155.93	$2,311.86	$60,108
	A (3)	$29.60139	$1,184.06	$2,368.11	$61,571
	B (4)	$30.23990	$1,209.60	$2,419.19	$62,899
	C (5)	$30.87594	$1,235.04	$2,470.07	$64,222
	D (6)	$32.22263	$1,288.91	$2,577.81	$67,023
	E (7)	$33.62813	$1,345.13	$2,690.25	$69,947
	F (8)	$35.10676	$1,404.27	$2,808.54	$73,022
22	P1 (1)	$29.42427	$1,176.97	$2,353.94	$61,202
	P2 (2)	$30.14091	$1,205.64	$2,411.27	$62,693
	A (3)	$30.87594	$1,235.04	$2,470.07	$64,222
	B (4)	$31.54755	$1,261.90	$2,523.80	$65,619
	C (5)	$32.22263	$1,288.91	$2,577.81	$67,023
	D (6)	$33.62813	$1,345.13	$2,690.25	$69,947
	E (7)	$35.10676	$1,404.27	$2,808.54	$73,022
	F (8)	$36.66350	$1,466.54	$2,933.08	$76,260
23	P1 (1)	$30.70447	$1,228.18	$2,456.36	$63,865
	P2 (2)	$31.45394	$1,258.16	$2,516.32	$65,424
	A (3)	$32.22263	$1,288.91	$2,577.81	$67,023
	B (4)	$32.92786	$1,317.11	$2,634.23	$68,490
	C (5)	$33.62813	$1,345.13	$2,690.25	$69,947
	D (6)	$35.10676	$1,404.27	$2,808.54	$73,022
	E (7)	$36.66350	$1,466.54	$2,933.08	$76,260
	F (8)	$38.29336	$1,531.73	$3,063.47	$79,650
24	P1 (1)	$32.04057	$1,281.62	$2,563.25	$66,644
	P2 (2)	$32.82430	$1,312.97	$2,625.94	$68,275
	A (3)	$33.62813	$1,345.13	$2,690.25	$69,947
	B (4)	$34.36745	$1,374.70	$2,749.40	$71,484
	C (5)	$35.10676	$1,404.27	$2,808.54	$73,022
	D (6)	$36.66350	$1,466.54	$2,933.08	$76,260
	E (7)	$38.29336	$1,531.73	$3,063.47	$79,650
	F (8)	$40.00625	$1,600.25	$3,200.50	$83,213

EXHIBIT G

HEALTH INSURANCE PLAN HIGHLIGHTS

COVERAGE FOR ALL PLANS	IN NETWORK	OUT OF NETWORK
Hospital benefit – Inpatient/Outpatient	80% of eligible charge	60% of eligible charge
Medical/surgical Care (Physicians)	80% of scheduled maximum allowance	60% of scheduled maximum allowance
Emergency Care	100% of eligible charge – no deductible	
Inpatient Mental	80% after deductible	60% after deductible
Outpatient Mental	80% after deductible	60% after deductible
Preventive Care: Evidence-based items/services rated A or B as recommended by U.S. Preventive Services Task Force	100% deductible does not apply	60% after deductible
Chiropractic services	80% after deductible $1000/calendar yr max	60% after deductible $1000/calendar yr max.
Prescription Medicines	$10 Generic, $20 Formulary, $50 Non-Formulary	
Private duty nursing	80% after deductible 44 visits per calendar year	
Physical therapy	80% after deductible 10 visit limit per calendar year	60% after deductible 10 visit limit per calendar year
Occupational therapy	80% after deductible 10 visit limit per calendar year	60% after deductible 10 visit limit per calendar year
Speech therapy	80% after deductible 10 visit limit per calendar year	60% after deductible 10 visit limit per calendar year
Waiting period of preexisting conditions	365 days (Waived for employees providing a Certificate of Creditable Coverage)	
Precertification	$500 reduction in benefits for failure to notify National Health Service when receiving inpatient services	

MAJOR PLAN ELEMENTS	Tier 1	Tier 2	Tier 3
Deductible (individual) In Network (individual) Out of Network Family – 3 individual deductibles	$250 $500	$ 500 $1,000	$ 750 $1,500
Out-of-Pocket Limit (individual) In Network (individual) Out of Network Family – 3 individual limit	$1,500 $5,000	$2,000 $6,000	$2,500 $7,500
Wellness Benefit/individual Per year	$250	$250	$250
Health Credits/individual (max of 4/ individual)	$25 each	$50 each	$75 each

NOTE: The above chart represents only a summary of plan benefits and related information, and is provided for illustrative purposes only. It is not intended as a substitute for the plan document. For detailed information on plan benefits, conditions, limitations, and exclusions, please refer to the plan document.

Wellness benefit of $250 per covered family member. The Wellness Benefit is available to each participating member of your family and can be used for annual physicals, well baby care checkups, and school physicals. Immunizations (such as flu shots and immunizations for babies) are not eligible expenses under this benefit. There is no deductible or co-pay for this Wellness Benefit.

Health credits can be earned by each covered family member. Each year, you and/or your covered family members can earn one, two, three or four health credits toward your annual deductible by: (1) Abstaining from tobacco products; (2) having blood pressure in the American Heart Association recommended acceptable range; (3) keeping cholesterol in the American Heart Association recommended acceptable range; and (4) having height/weight ratio appropriate for age, sex and body frame. To receive credit(s), your physician must certify that the criteria have been met. A separate certificate must be submitted to Blue Cross for each family member seeking credit(s). Attached is the certificate form. Additional forms are available on the City's Intranet under "FORM" or from Risk Management.

Disease management program. Participants with specific diseases will be provided information and suggestions to help them become better managers of their medical situations.

3-tier drug program. The Blue Cross Formulary/preferred drug list will be used to determine the level of prescription drug benefit. Your co-pay will be:

1. GENERIC (medications approved by USFDA that are as safe and effective as brand-name drugs, but that cost less) Maximum $10
2. FORMULARY OR PREFERRED (brand-name prescriptions on the formulary list) Maximum $20
3. NON-FORMULARY (brand-name prescriptions not on the formulary List) Maximum $50.

   There is no deductible. The amount you pay will not be applied to your annual out-of-pocket maximum. There is no coordination of benefits with other insurance companies. Only you and your doctor can make decisions about your health care. Ask your doctor which generics or brand-name drugs might be right for you.

Smoking cessation prescription drug benefit. Expenses not covered: A charge for prescription drugs, such as nicotine gum or smoking deterrent patches. Expenses covered: A twelve (12) week program using the smoking cessation drug, Chantix, is covered at a 60% benefit amount, not subject to deductible, with an annual maximum benefit of $375. This may be obtained by presenting your medical identification card at the pharmacy. If you successfully complete the program and stop smoking, you are entitled to one health credit.

Morbid obesity weight management. Morbid Obesity is a diagnosed condition in which the body weight exceeds the medically recommended weight by either 100 pounds or is twice the medically recommended weight for a person of the same height, age, and mobility as the Covered Person. Prescribed dietary supplements will be covered under this diagnosis subject to deductible and an 80% medical benefit. For procedures such as gastric bypass surgery, bariatric or lap banding, approval under the medical plan may be authorized after two doctor supervised weight management programs within one (1) year have failed to achieve the desired weight goal. Consideration of either surgery can be authorized once every five (5) years.

Weight management program. Expenses not covered: Fitness center fees and non-prescribed dietary products. This program does not apply to individuals who are medically classified as morbidly obese. Expenses covered: To qualify for participation in this program, you must be overweight as determined by a medical doctor, and the program you are enrolled in must be doctor supervised. The physician will be required to provide Blue Cross with your plan regimen, the length of time you are expected to be on the plan and monthly progress reports. For programs offered by your family physician, benefits will be allowed for the office visit, labs, and any prescribed dietary supplements. The weight loss program offered at Decatur Memorial Hospital is also covered under the Plan, and either program is allowable at an 80% benefit amount, not subject to deductible. You must complete the program, and when successful at weight management, you will be entitled to one health credit. If you terminate the program, you may not re-enroll for two (2) calendar years.

Enrollment Changes. Changes in enrollment, except for COBRA qualifying events, will only be permitted on a two (2) year cycle, at renewal time. The Plan Selection Period is in December of the odd-numbered year, effective the following January 1.

EXHIBIT H

HEALTH INSURANCE PLAN HIGHLIGHTS – 2018

Tier 1 Coverage

City of Decatur: PPO Plan P22347
Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 01/01/2017 - 12/31/2017
Coverage for: Individual+Family | Plan Type: PPO

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan by calling 1-800-458-6024 or at www.bcbsil.com

Important Questions	Answers	Why this Matters:
What is the overall deductible?	In-Network: **$250** Individual/**$750** Family Out-of-Network: **$500** Individual/**$1,500** Family Doesn't apply to certain preventative care. Copays don't count toward the **deductible**.	You must pay all the costs up to the **deductible** amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the **deductible** starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for Covered services after you meet the **deductible**.
Are there other deductibles for specific services?	No.	You don't have to meet **deductibles** for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes. For In-Network: **$1,500** Individual/**$4,500** Family For Out-of Network: **$5,000** Individual/**$15,000** Family RX Out-of-Pocket Expense Limit: **$5,100** Individual/ **$8,700** Family	The **out-of-pocket limit** is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premiums, balanced-billed charges, and healthcare this plan does not cover.	Even though you pay these expenses, they don't count toward the **out-of-pocket limit**.
Does this plan use a network of providers?	Yes. For a list of In-Network Providers, see www.bcbsil.com or call **1-800-458-6024**.	If you use an in-network doctor or other health care **provider**, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network **provider** for some services. Plans use the term in-network, **preferred**, or participating for **providers** in their **network**. See the chart starting on page 2 for how this plan pays different kinds of **providers**.
Do I need a referral to see a specialist?	No.	You can see the **specialist** you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 4. See your policy or plan document for additional information about **excluded services**.

Questions: Call **1-800-458-6024** or visit us at www.bcbsil.com.
If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf or call 1-855-756-4448 to request a copy.

SBC IL Non-HMO LG-2016

- **Copayments** are fixed dollar amounts (for example, $15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is $1,000, your **coinsurance** payment of 20% would be $200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges $1,500 for an overnight stay and the **allowed amount** is $1,000, you may have to pay the $500 difference. (This is called **balance billing**.)
- This plan may encourage you to use In-Network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% coinsurance	40% coinsurance	---none---
	Specialist visit	20% coinsurance	40% coinsurance	---none---
	Other practitioner office visit	20% coinsurance	40% coinsurance	Chiropractic services are limited to 25 visits per benefit period.
	Preventive care/screening/immunization	No Charge	No Charge	---none---
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance	40% coinsurance	---none---
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	---none---
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.bcbsil.com.	Generic drugs	$10 copay/retail prescription $20 copay/mail order prescription	$10 copay plus 25% coinsurance /retail prescription	Retail 34 day supply. Mail Order 90 day supply. Certain women's preventative services will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service. RX Out-of-Pocket Expense Limit: $5,100 Individual/ $8,700 Family
	Formulary brand drugs	$20 copay/retail prescription $40 copay/mail order prescription	$20 copay plus 25% coinsurance /retail prescription	
	Non-Formulary brand drugs	$50 copay/retail prescription $100 copay/mail order prescription	$50 copay plus 25% coinsurance /retail prescription	
	Specialty drugs	Covered	Not Covered	Coverage based on group policy. Specialty retail limited to 30 day supply.

Tier 1 Coverage (continued)

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	---none---
	Physician/surgeon fees	20% coinsurance	40% coinsurance	---none---
If you need immediate medical attention	Emergency room services	No Charge	No Charge	---none---
	Emergency medical transportation	20% coinsurance	20% coinsurance	---none---
	Urgent care	20% coinsurance	40% coinsurance	---none---
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	---none---
	Physician/surgeon fee	20% coinsurance	40% coinsurance	---none---
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	20% coinsurance	40% coinsurance	---none---
	Mental/Behavioral health inpatient services	20% coinsurance	40% coinsurance	---none---
	Substance use disorder outpatient services	20% coinsurance	40% coinsurance	---none---
	Substance use disorder inpatient services	20% coinsurance	40% coinsurance	---none---
If you are pregnant	Prenatal and postnatal care	20% coinsurance	40% coinsurance	---none---
	Delivery and all inpatient services	20% coinsurance	40% coinsurance	---none---
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	---none---
	Rehabilitation services	20% coinsurance	40% coinsurance	10 visits per calendar year for Physical Therapy, 10 visits per calendar year for Occupational Therapy and 10 visits per calendar year for Speech Therapy.
	Habilitation services	20% coinsurance	40% coinsurance	
	Skilled nursing care	20% coinsurance	40% coinsurance	---none---
	Durable medical equipment	20% coinsurance	40% coinsurance	Benefits are limited to items used to serve a medical purpose. DME benefits are provided for both purchase and rental equipment (up to the purchase price).
	Hospice service	20% coinsurance	40% coinsurance	---none---
If your child needs dental or eye care	Eye exam	Not Covered	Not Covered	---none---
	Glasses	Not Covered	Not Covered	---none---
	Dental check-up	Not Covered	Not Covered	---none---

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Cosmetic Surgery
- Dental Care (Adult)
- Hearing Aids
- Infertility Treatment
- Long Term Care
- Non-Emergency Care When Traveling Outside the U.S.
- Routine Eye Care (Adult)
- Routine Foot Care

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Bariatric Surgery
- Chiropractic Care
- Most coverage provided outside the United States. See www.bcbsil.com
- Private Duty Nursing
- Weight Loss Programs

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply. For more information on your rights to continue coverage, contact the plan at 1-800-458-6024. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact Blue Cross and Blue Shield of Illinois at 1-800-458-6024 or visit www.bcbsil.com, or contact the U.S Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your **appeal**. Contact the Illinois Department of Insurance at (877) 527-9431 or visit http://insurance.illinois.gov.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." **This plan or policy does provide minimum essential coverage.**

Tier 2 Coverage

City of Decatur: PPO Plan P22348
Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 01/01/2017 - 12/31/2017
Coverage for: Individual+Family | Plan Type: PPO

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan by calling 1-800-458-6024 or at www.bcbsil.com

Important Questions	Answers	Why this Matters:
What is the overall deductible?	In-Network: **$500** Individual/**$1,500** Family Out-of-Network: **$1,000** Individual/**$3,000** Family Doesn't apply to certain preventative care. Copays don't count toward the **deductible.**	You must pay all the costs up to the **deductible** amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the **deductible** starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for Covered services after you meet the **deductible**.
Are there other deductibles for specific services?	No.	You don't have to meet **deductibles** for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes. For In-Network: **$2,000** Individual/**$6,000** Family For Out-of Network: **$6,000** Individual/**$18,000** Family RX Out-of-Pocket Expense Limit: **$4,600** Individual/ **$7,200** Family	The **out-of-pocket limit** is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premiums, balanced-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the **out-of-pocket limit**.
Does this plan use a network of providers?	Yes. For a list of In-Network Providers, see www.bcbsil.com or call **1-800-458-6024.**	If you use an in-network doctor or other health care **provider**, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network **provider** for some services. Plans use the term in-network, **preferred**, or participating for **providers** in their **network**. See the chart starting on page 2 for how this plan pays different kinds of **providers**.
Do I need a referral to see a specialist?	No.	You can see the **specialist** you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 4. See your policy or plan document for additional information about **excluded services**.

Questions: Call **1-800-458-6024** or visit us at www.bcbsil.com
If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf or call 1-855-756-4448 to request a copy.
SBC IL Non-HMO LG-2016

- **Copayments** are fixed dollar amounts (for example, $15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is $1,000, your **coinsurance** payment of 20% would be $200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges $1,500 for an overnight stay and the **allowed amount** is $1,000, you may have to pay the $500 difference. (This is called **balance billing**.)
- This plan may encourage you to use In-Network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% coinsurance	40% coinsurance	---none---
	Specialist visit	20% coinsurance	40% coinsurance	---none---
	Other practitioner office visit	20% coinsurance	40% coinsurance	Chiropractic services are limited to 25 visits per benefit period.
	Preventive care/screening/immunization	No Charge	No Charge	---none---
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance	40% coinsurance	---none---
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	---none---
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.bcbsil.com.	Generic drugs	$10 copay/retail prescription $20 copay/mail order prescription	$10 copay plus 25% coinsurance /retail prescription	Retail 34 day supply. Mail Order 90 day supply. Certain women's preventative services will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service. RX Out-of-Pocket Expense Limit: $4,600 Individual/ $7,200 Family
	Formulary brand drugs	$20 copay/retail prescription $40 copay/mail order prescription	$20 copay plus 25% coinsurance /retail prescription	
	Non-Formulary brand drugs	$50 copay/retail prescription $100 copay/mail order prescription	$50 copay plus 25% coinsurance /retail prescription	
	Specialty drugs	Covered	Not Covered	Coverage based on group policy. Specialty retail limited to 30 day supply

Tier 2 Coverage (continued)

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	---none---
	Physician/surgeon fees	20% coinsurance	40% coinsurance	---none---
If you need immediate medical attention	Emergency room services	No Charge	No Charge	---none---
	Emergency medical transportation	20% coinsurance	20% coinsurance	---none---
	Urgent care	20% coinsurance	40% coinsurance	---none---
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	---none---
	Physician/surgeon fee	20% coinsurance	40% coinsurance	---none---
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	20% coinsurance	40% coinsurance	---none---
	Mental/Behavioral health inpatient services	20% coinsurance	40% coinsurance	---none---
	Substance use disorder outpatient services	20% coinsurance	40% coinsurance	---none---
	Substance use disorder inpatient services	20% coinsurance	40% coinsurance	---none---
If you are pregnant	Prenatal and postnatal care	20% coinsurance	40% coinsurance	---none---
	Delivery and all inpatient services	20% coinsurance	40% coinsurance	---none---
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	---none---
	Rehabilitation services	20% coinsurance	40% coinsurance	10 visits per calendar year for Physical Therapy, 10 visits per calendar year for Occupational Therapy and 10 visits per calendar year for Speech Therapy.
	Habilitation services	20% coinsurance	40% coinsurance	
	Skilled nursing care	20% coinsurance	40% coinsurance	---none---
	Durable medical equipment	20% coinsurance	40% coinsurance	Benefits are limited to items used to serve a medical purpose. DME benefits are provided for both purchase and rental equipment (up to the purchase price).
	Hospice service	20% coinsurance	40% coinsurance	---none---
If your child needs dental or eye care	Eye exam	Not Covered	Not Covered	---none---
	Glasses	Not Covered	Not Covered	---none---
	Dental check-up	Not Covered	Not Covered	---none---

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Cosmetic Surgery
- Dental Care (Adult)
- Hearing Aids
- Infertility Treatment
- Long Term Care
- Non-Emergency Care When Traveling Outside the U.S.
- Routine Eye Care (Adult)
- Routine Foot Care

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Bariatric Surgery
- Chiropractic Care
- Most coverage provided outside the United States. See www.bcbsil.com
- Private Duty Nursing
- Weight Loss Programs

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply. For more information on your rights to continue coverage, contact the plan at 1-800-458-6024. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact Blue Cross and Blue Shield of Illinois at 1-800-458-6024 or visit www.bcbsil.com, or contact the U.S Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your **appeal**. Contact the Illinois Department of Insurance at (877) 527-9431 or visit http://insurance.illinois.gov.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." **This plan or policy does provide minimum essential coverage.**

Tier 3 Coverage

City of Decatur: PPO Plan P22349
Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 01/01/2017 - 12/31/2017
Coverage for: Individual+Family | Plan Type: PPO

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan by calling 1-800-458-6024 or at www.bcbsil.com

Important Questions	Answers	Why this Matters:
What is the overall deductible?	In-Network: **$750** Individual/**$2,250** Family Out-of-Network: **$1,500** Individual/**$4,500** Family Doesn't apply to certain preventative care. Copays don't count toward the **deductible**.	You must pay all the costs up to the **deductible** amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the **deductible** starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for Covered services after you meet the **deductible**.
Are there other deductibles for specific services?	No.	You don't have to meet **deductibles** for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes. For In-Network: **$2,500** Individual/**$7,500** Family For Out-of Network: **$7,500** Individual/**$22,500** Family RX Out-of-Pocket Expense Limit: **$4,100** Individual/ **$5,700** Family	The **out-of-pocket limit** is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premiums, balanced-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the **out-of-pocket limit**.
Does this plan use a network of providers?	Yes. For a list of In-Network Providers, see www.bcbsil.com or call **1-800-458-6024**.	If you use an in-network doctor or other health care **provider**, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network **provider** for some services. Plans use the term in-network, **preferred**, or participating for **providers** in their **network**. See the chart starting on page 2 for how this plan pays different kinds of **providers**.
Do I need a referral to see a specialist?	No.	You can see the **specialist** you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 4. See your policy or plan document for additional information about **excluded services**.

Questions: Call **1-800-458-6024** or visit us at www.bcbsil.com.
If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf or call 1-855-756-4448 to request a copy.
SBC IL Non-HMO LG-2016

- **Copayments** are fixed dollar amounts (for example, $15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is $1,000, your **coinsurance** payment of 20% would be $200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges $1,500 for an overnight stay and the **allowed amount** is $1,000, you may have to pay the $500 difference. (This is called **balance billing**.)
- This plan may encourage you to use In-Network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% coinsurance	40% coinsurance	---none---
	Specialist visit	20% coinsurance	40% coinsurance	---none---
	Other practitioner office visit	20% coinsurance	40% coinsurance	Chiropractic services are limited to 25 visits per benefit period.
	Preventive care/screening/immunization	No Charge	No Charge	---none---
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance	40% coinsurance	---none---
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	---none---
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.[insert].	Generic drugs	$10 copay/retail prescription $20 copay/mail order prescription	$10 copay plus 25% coinsurance /retail prescription	Retail 34 day supply. Mail Order 90 day supply. Certain women's preventative services will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service. RX Out-of-Pocket Expense Limit: $4,100 Individual/ $5,700 Family
	Formulary brand drugs	$20 copay/retail prescription $40 copay/mail order prescription	$20 copay plus 25% coinsurance /retail prescription	
	Non-Formulary brand drugs	$50 copay/retail prescription $100 copay/mail order prescription	$50 copay plus 25% coinsurance /retail prescription	
	Specialty drugs	Covered	Not Covered	Coverage based on group policy. Specialty retail limited to 30 day supply

Tier 3 Coverage (continued)

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	---none---
	Physician/surgeon fees	20% coinsurance	40% coinsurance	---none---
If you need immediate medical attention	Emergency room services	No Charge	No Charge	---none---
	Emergency medical transportation	20% coinsurance	20% coinsurance	---none---
	Urgent care	20% coinsurance	40% coinsurance	---none---
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	---none---
	Physician/surgeon fee	20% coinsurance	40% coinsurance	---none---
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	20% coinsurance	40% coinsurance	---none---
	Mental/Behavioral health inpatient services	20% coinsurance	40% coinsurance	---none---
	Substance use disorder outpatient services	20% coinsurance	40% coinsurance	---none---
	Substance use disorder inpatient services	20% coinsurance	40% coinsurance	---none---
If you are pregnant	Prenatal and postnatal care	20% coinsurance	40% coinsurance	---none---
	Delivery and all inpatient services	20% coinsurance	40% coinsurance	---none---
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	---none---
	Rehabilitation services	20% coinsurance	40% coinsurance	10 visits per calendar year for Physical Therapy, 10 visits per calendar year for Occupational Therapy and 10 visits per calendar year for Speech Therapy.
	Habilitation services	20% coinsurance	40% coinsurance	
	Skilled nursing care	20% coinsurance	40% coinsurance	---none---
	Durable medical equipment	20% coinsurance	40% coinsurance	Benefits are limited to items used to serve a medical purpose. DME benefits are provided for both purchase and rental equipment (up to the purchase price).
	Hospice service	20% coinsurance	40% coinsurance	---none---
If your child needs dental or eye care	Eye exam	Not Covered	Not Covered	---none---
	Glasses	Not Covered	Not Covered	---none---
	Dental check-up	Not Covered	Not Covered	---none---

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Cosmetic Surgery
- Dental Care (Adult)
- Hearing Aids
- Infertility Treatment
- Long Term Care
- Non-Emergency Care When Traveling Outside the U.S.
- Routine Eye Care (Adult)
- Routine Foot Care

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Bariatric Surgery
- Chiropractic Care
- Most coverage provided outside the United States. See www.bcbsil.com
- Private Duty Nursing
- Weight Loss Programs

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply. For more information on your rights to continue coverage, contact the plan at 1-800-458-6024. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact Blue Cross and Blue Shield of Illinois at 1-800-458-6024 or visit www.bcbsil.com, or contact the U.S Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your **appeal**. Contact the Illinois Department of Insurance at (877) 527-9431 or visit http://insurance.illinois.gov.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." **This plan or policy does provide minimum essential coverage.**

Tier 4 Coverage (QHDP)

City of Decatur: PPO Plan PE4337
Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 01/01/2017 - 12/31/2017
Coverage for: Individual + Family | Plan Type: PPO

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan by calling 1-800-458-6024 or at https://bcbsilcopy.box.com/s/6ofgwj9cjv5fi3kil2byl2cwntvc69f5

Important Questions	Answers	Why this Matters:
What is the overall deductible?	In-Network: **$1,500** Individual/**$2,600** Family Out-of-Network: **$3,000** Individual/**$4,500** Family Doesn't apply to certain preventative care. Copays don't count toward the **deductible**.	You must pay all the costs up to the **deductible** amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the **deductible** starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for Covered services after you meet the **deductible**.
Are there other deductibles for specific services?	No.	You don't have to meet **deductibles** for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes. For In-Network: **$3,000** Individual/**$7,150** Family For Out-of-Network: **$6,000** Individual/**$22,500** Family	The **out-of-pocket limit** is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premiums, balanced-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the **out-of-pocket limit**.
Does this plan use a network of providers?	Yes. For a list of In-Network Providers, see www.bcbsil.com or call **1-800-458-6024**.	If you use an in-network doctor or other health care **provider**, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network **provider** for some services. Plans use the term in-network, **preferred**, or participating for **providers** in their **network**. See the chart starting on page 2 for how this plan pays different kinds of **providers**.
Do I need a referral to see a specialist?	No.	You can see the **specialist** you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 4. See your policy or plan document for additional information about **excluded services**.

Questions: Call **1-800-458-6024** or visit us at www.bcbsil.com.
If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf or call 1-855-756-4448 to request a copy.
SBC IL Non-HMO LG-2017

- **Copayments** are fixed dollar amounts (for example, $15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is $1,000, your **coinsurance** payment of 20% would be $200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges $1,500 for an overnight stay and the **allowed amount** is $1,000, you may have to pay the $500 difference. (This is called **balance billing**.)
- This plan may encourage you to use In-Network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% coinsurance	40% coinsurance	---none---
	Specialist visit	20% coinsurance	40% coinsurance	---none---
	Other practitioner office visit	20% coinsurance	40% coinsurance	---none---
	Preventive care/screening/immunization	No Charge	40% coinsurance	---none---
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance	40% coinsurance	---none---
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	---none---
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.bcbsil.com.	Generic drugs	20% coinsurance	40% coinsurance	Retail 34 day supply. Mail Order 90 day supply. Certain women's preventative services will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service. For Out-of-Network drug provider you are responsible for 25% of the eligible amount after the coinsurance.
	Formulary brand drugs	20% coinsurance	40% coinsurance	
	Non-Formulary brand drugs	20% coinsurance	40% coinsurance	
	Specialty drugs	Covered	Not Covered	Coverage based on group policy.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	---none---
	Physician/surgeon fees	20% coinsurance	40% coinsurance	---none---
If you need	Emergency room services	20% coinsurance	40% coinsurance	---none---

Tier 4 Coverage (QHDP) (continued)

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
immediate medical attention	Emergency medical transportation	20% coinsurance	20% coinsurance	---none---
	Urgent care	20% coinsurance	40% coinsurance	---none---
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	---none---
	Physician/surgeon fee	20% coinsurance	40% coinsurance	---none---
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	20% coinsurance	40% coinsurance	---none---
	Mental/Behavioral health inpatient services	20% coinsurance	40% coinsurance	---none---
	Substance use disorder outpatient services	20% coinsurance	40% coinsurance	---none---
	Substance use disorder inpatient services	20% coinsurance	40% coinsurance	---none---
If you are pregnant	Prenatal and postnatal care	20% coinsurance	40% coinsurance	---none---
	Delivery and all inpatient services	20% coinsurance	40% coinsurance	---none---
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	---none---
	Rehabilitation services	20% coinsurance	40% coinsurance	Outpatient Physical, Occupational, and Speech Therapies have a combined visit max of 60 visits per calendar year.
	Habilitation services	20% coinsurance	40% coinsurance	
	Skilled nursing care	20% coinsurance	40% coinsurance	---none---
	Durable medical equipment	20% coinsurance	40% coinsurance	Benefits are limited to items used to serve a medical purpose. DME benefits are provided for both purchase and rental equipment (up to the purchase price).
	Hospice service	20% coinsurance	40% coinsurance	---none---
If your child needs dental or eye care	Eye exam	Not Covered	Not Covered	---none---
	Glasses	Not Covered	Not Covered	---none---
	Dental check-up	Not Covered	Not Covered	---none---

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Cosmetic Surgery
- Dental Care (Adult)
- Hearing Aids
- Infertility Treatment
- Long Term Care
- Non-Emergency Care When Traveling Outside the U.S.
- Routine Eye Care (Adult)
- Routine Foot Care

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Bariatric Surgery
- Chiropractic Care
- Most coverage provided outside the United States. See www.bcbsil.com
- Private Duty Nursing (Limited to 60 visits per benefit period.)
- Weight Loss Programs

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply. For more information on your rights to continue coverage, contact the plan at 1-800-458-6024. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact Blue Cross and Blue Shield of Illinois at 1-800-458-6024 or visit www.bcbsil.com, or contact the U.S Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your **appeal**. Contact the Illinois Department of Insurance at (877) 527-9431 or visit http://insurance.illinois.gov.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." **This plan or policy does provide minimum essential coverage.**

LETTER OF AGREEMENT

AFSCME Local 268

and City of Decatur, Illinois

This Agreement is between the City of Decatur, Illinois and the American Federation of State County and Municipal Employees Union (AFSCME), Council 31 and Local 268, (the "parties").

Whereas, the parties seek to clarify the practice referenced in the final paragraph of Article 7, Section 1 (d) of the current collective bargaining agreement ("CBA") between the parties regarding the use of Water Distribution Section employees and temporary employees for snow and ice emergency response overtime; and

Whereas, the parties have discussed the need for clarification of said Article and Section, and have in good faith reached agreement in principle on a means by which to address the concerns of each party in the execution of the terms in said Article and Section:

Now therefore the parties expressly agree that:

1. For purposes of Article 7 of the current collective bargaining agreement ("CBA") between the parties and this letter of agreement, a "snow and ice emergency" shall mean any snow or ice event in the city of Decatur, Illinois, for which municipal mitigation and removal efforts are required and for which an inadequate number of City employees are available to meet the need for overtime demand through either voluntary or compulsory means.

2. When a snow and ice emergency continues after Public Works Department supervisors secure personnel from the Municipal Services Division and the Lake Section of the Water Services Division as defined in Article 7, Section 1 (d) of the CBA by either voluntary or compulsory overtime, said supervisors will offer overtime for snow and ice control to employees on the then-current voluntary call-in list of the Water Distribution Section of the Water Services Division.

3. When a snow and ice emergency continues after Public Works Department supervisors execute the procedure defined in Section 2 of this letter of agreement, said supervisors will offer snow and ice control duty to individuals on the City's approved call-in list of temporary employees (a.k.a. "snow birds").

4. When a snow and ice emergency continues after Public Works Department supervisors execute the procedure defined in Sections 2 and 3 of this letter of agreement, said supervisors will compel employees of the Water Distribution Section of the Water Services Division to work the hours required for the snow and ice emergency.

5. In the event that a snow and ice emergency continues after all steps in Sections 2 through 4 of this letter of agreement have been executed, nothing herein shall preclude Public Works Department supervisors from using trained City personnel from the Traffic Section of Municipal Services who hold valid commercial drivers' licenses, and then other sources (such as private contractors and mutual aid) to ensure adequate response to the snow and ice emergency.

6. It is recognized by the parties that Water Distribution Section employees, as employees expressly covered by Article 7, Section 1 (d) of the current CBA between the parties, are subject to the rights and obligations enumerated in Article 7, Section 3, of the CBA including subsections (a) through (j).

7. Should a conflict exist between the terms of this letter of agreement and those of the collective bargaining agreement, the terms of this letter shall control.

8. This agreement is entered into by the parties without prejudice as to each party's rights and privileges under the CBA, and is not considered by the parties to be precedent setting as to bargaining regarding any subject matter covered by the terms of the CBA.

The parties expressly agree to the above-stated provisions, originally agreed upon February 23, 2017, for the term of the CBA commencing May 1, 2017.

Dated this ___ day of _____, 2017.

For: **CITY OF DECATUR, ILLINOIS**

By: _____
City Manager

For: **AFSCME COUNCIL 31 & LOCAL 268**

By: _____
President

By: _____
Council 31 Representative

Development Services

DATE: 5/26/2017

MEMO: No. 17-07

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT:
Non-conforming use permit for the expansion of a Contractors and Builders use in the R-1 Single Family Residence District at 3350 West Marietta Street

SUMMARY RECOMMENDATION:
Staff recommends denial of the non-conforming use permit for the expansion of a Contractors and Builders use in the R-1 Single Family Residence District. The City Plan Commission voted 8-0 to recommend approval of this petition at the April 6, 2017 meeting; the minutes of the meeting are attached.

BACKGROUND:
The subject site consists of 0.45 acres and is currently developed with a single family structure and a detached accessory structure located at 3350 West Marietta Street. This site was annexed into the City of Decatur in October of 1995 and is currently zoned R-1 Single Family Residence District.

The petitioner has been operating a construction business from this location since its annexation into the City of Decatur in 1995. Prior to the annexation of this site the construction business was operating in Macon County as a home occupation. Macon County's Planning and Zoning Department has confirmed in a letter that the site was in conformance with the requirements for home occupation at the time of annexation in 1995.

The petitioner has provided numerous affidavits from neighbors having knowledge that a construction business has been located at the site ranging in time from 15 years to 34 years.

The petitioner has one (1) employee, Mr. Kendall's daughter, who reports to this location as an office employee. The office for the construction business is located in the single family structure.

The petitioner is seeking a non-conforming use permit to expand the existing business at the site by enlarging the detached accessory structure to allow for the storage of four (4) work vehicles and two (2) JLG lifts and according to the petition, the storage of construction materials. The non-conforming use of this property may continue in its current state per the Zoning Ordinance. The proposed expansion creates the requirement for a non-conforming use permit.

The expansion of a contractors and builders use in the R-1 Single Family Residence District is not consistent with the intent of the Zoning Ordinance or the Macon County and Decatur Comprehensive Plan as it calls for low density residential.

The contractors and builders use is a permitted use in the B-2 Commercial District and allowing this type of high intensity use to expand in a residential district is not with the intent of the Zoning Ordinance.

Residential districts in the City of Decatur are allowed to have home occupations that would be non-intrusive to the neighborhood and continue to allow the neighborhood to maintain a residential character. The home occupation definition requires the use of only the main structure for the business and only those members of the immediate family residing on premise to be employed by the business. This business has an office in the main structure and storage in the detached accessory structure. There is an employee who does not reside at the premise who reports to work in the office. It also requires that equipment is similar in character to that normally used for purely domestic purposes. The petitioner plans to store JLG lifts in the detached accessory structure, which are not similar in character to equipment used for purely domestic purposes. This type of business is clearly not meeting any of the requirements of the City Zoning Ordinance definition for home occupation. Expanding a use such as being requested for contractors and builders that does not remotely resemble a home occupation is not with the intent of the Zoning Ordinance.

POTENTIAL OBJECTIONS: There were no known objectors at the Plan Commission Meeting.

INPUT FROM OTHER SOURCES:
The petition has been reviewed by the City's Technical Review Committee; Planning, Engineering and Fire.

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

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

ORDINANCE GRANTING NON-CONFORMING USE PERMIT
EXPANSION OF NON-CONFORMING CONTRACTORS AND BUILDERS USE
- 3350 WEST MARIETTA STREET -

WHEREAS, on the 6th day of April, 2017, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Brian and Dawn Kendall for a non-conforming use permit under the provisions of Section XXIII.D. of the Zoning Ordinance to allow for the expansion of a Contractors and Builders use in a R-1 Single Family Residence District on property located in the City of Decatur, Illinois and legally described as follows:

> Beginning at a point 30 feet North and 341.24 feet East of the Southwest corner of the Northwest ¼ of the Southwest ¼ of Section Eight (8), Township Sixteen (16) North, Range Two (2) Eat of the 3rd P.M.; thence North 190 feet; thence East 105.26 feet; thence South 190 feet; thence West 105.26 feet to the point of beginning. Situated in Macon County, Illinois; and,

WHEREAS, said Decatur City Plan Commission recommended that such non-conforming use permit be approved.

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

Section 1. That the recommendation and report of the Decatur City Plan Commission be, and the same are hereby, received, placed on file and granted.

Section 2. That a non-conforming use permit be, and it is hereby, granted to Brian and Dawn Kendall and only to Brian and Dawn Kendall to allow for the expansion of a Contractors and Builders use in the R-1 Single Family Residence District upon the premises aforesaid.

Section 3. That said non-conforming use permit granted hereby, be, and it is hereby, made subject to the applicable provisions and requirements of Ordinance No. 3512, as amended, the same being the Zoning Ordinance of the City of Decatur, Illinois, and that the Zoning Map of said City be amended to show the granting and existence of this non-conforming use permit.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of June, 2017.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

City of Decatur, Illinois

PETITION FOR REZONING

Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois

Economic and Urban Development Department
One Gary K. Anderson Plaza
Decatur, Illinois 62523-1196
424-2793
FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION					
Petitioner	Brian & Dawn Kendall				
Address	3350 W. Marietta Street				
City	Decatur	State	IL	Zip	62522
Telephone	217-429-3138	Fax	217-429-3149	E-mail	kendallgabrielle@
Property Owner	Brian & Dawn Kendall				comcast.net
Address	3350 W. Marietta Street				
City	Decatur	State	IL	Zip	62522
Telephone	217-429-3138	Fax	217-429-3149	E-mail	kendallgabrielle@
Representative	Chastain & Associates LLC, Mary Cave				comcast.net
Address	5 N. Country Club Road				
City	Decatur	State	IL	Zip	62521 mcave@
Telephone	217-422-8544	Fax	217-422-0398	E-mail	chastainengineers.com

SECTION TWO: SITE INFORMATION							
Street Address	3350 W. Marietta Street						
Legal Description	See attached.						
Present Zoning	☑ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development?	
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES	Approval Date: _____
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☐ NO	
Please list all improvements on the site:							
Size of Tract	0.45 ☐ SF ☑ AC						

SECTION THREE: REQUESTED ACTION						
Rezone Property To:	☑ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☐ NO
Other:	Expansion of Non-Conforming Use					

Section Three Continued	
Purpose	*Please state the purpose of the proposed rezoning.*

To allow for the replacement of a larger garage at 3350 W. Marietta. The garage serves as material and equipment storage for Kendall Construction.

SECTION FOUR: JUSTIFICATION

The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):

The current house and garage were built at 3350 W. Marietta in 1951. A construction business has been operating at this location since 1985; first operating as Riteway Roofing (License #104.000837, effective 12/13/1985) and currently as Kendall Construction (License #104.015803 & 105.005504), effective 3/28/2011)

This expansion to the non-conforming use will replace an existing 45.81' x 29.55' garage with a 104' x 28' garage. The larger garage will allow for more equipment to be stored within the garage.

There are several accessory buildings of similar construction within this neighborhood and some of similar square footage as well.

SECTION FIVE: CERTIFICATION

	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.		
Petitioner's Signature	Brian Kendall	**Date**	3-2-17

NOTES:

1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees.
2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council.
3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal.
4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

SECTION TWO: SITE INFORMATION

Legal Description:

Beginning at a point 30 feet North and 341.24 feet East of the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M.; thence North 190 feet; thence East 105.26 feet; thence South 190 feet; thence West 105.26 feet to the point of beginning. Situated in Macon County, Illinois.

Decatur City Plan Commission

3350 West Marietta Street

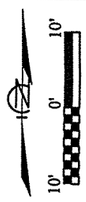
Cal. No.:	17-11
Date:	April 6, 2017
Petition of:	Brian and Dawn Kendall
Requested Action:	Non-conforming Use Permit

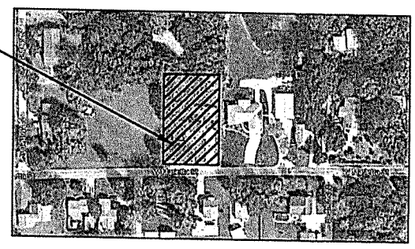
0 250 500 1,000 Feet

N

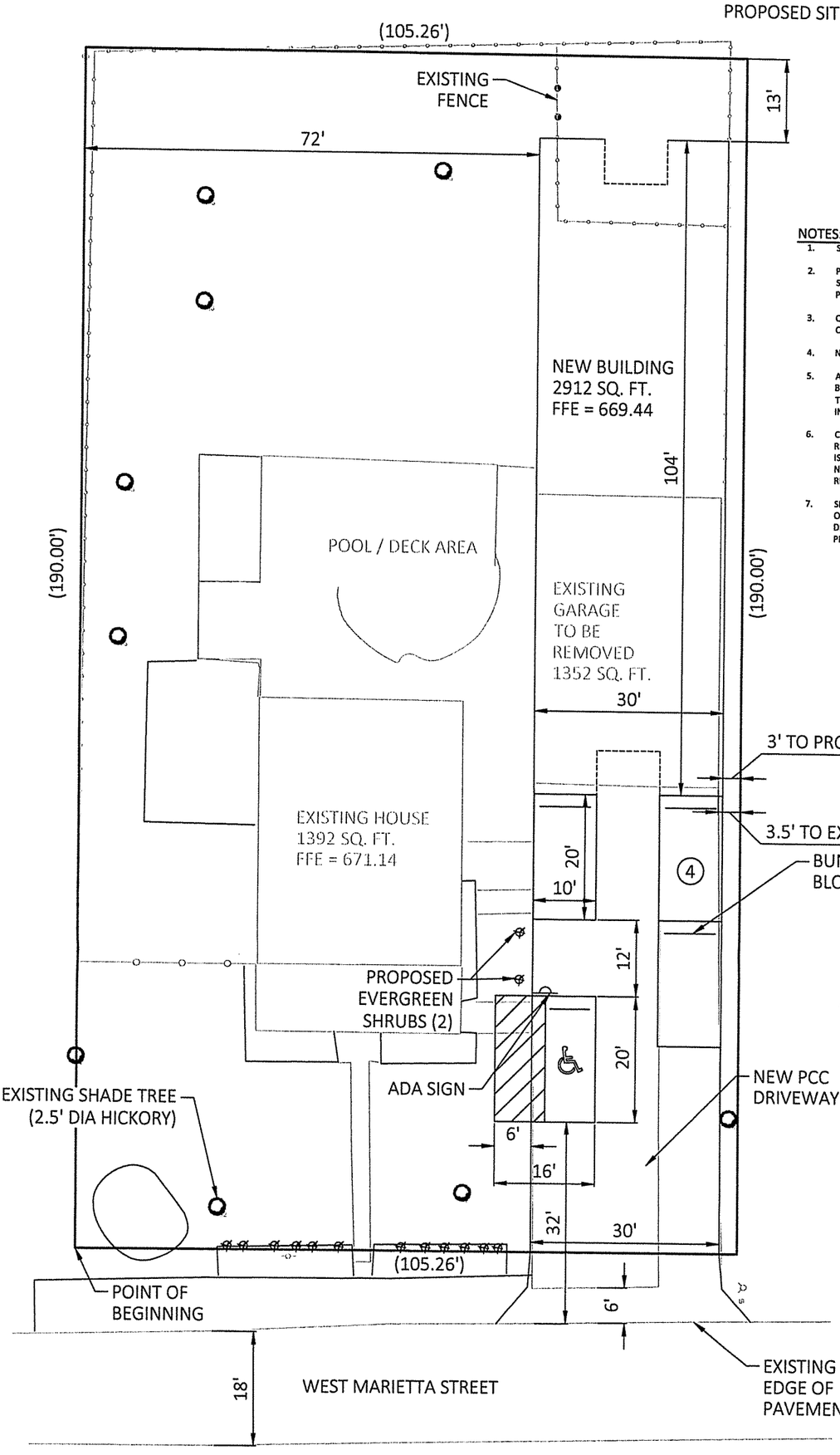
Legend

- Decatur Roads
- subject site
- Decatur Parcel data
- Decatur Zoning



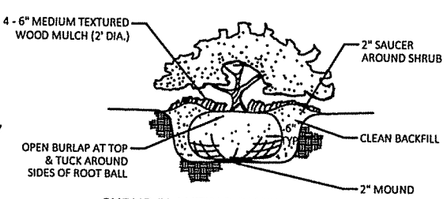


CONSTRUCTION SITE
LOCATION MAP



NOTES:

1. SITE ACREAGE: 0.46 AC.
2. PROPERTY ZONING: R1, NON CONFORMING USE
   SECTION: V-1
   PROPOSED USE(S): CONTRACTORS AND BUILDERS
3. CONSTRUCTION TYPE: VB
   OCCUPANCY TYPE: F-1, STORAGE
4. NO NEW LIGHTING
5. ALL EARTHWORK, STORM SEWER MATERIALS, PAVING MATERIALS, AND ASSOCIATED WORK TO BE DONE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) LATEST STANDARD SPECIFICATIONS, ALL OTHER ITEMS TO BE DONE IN ACCORDANCE WITH CITY OF DECATUR CONSTRUCTION STANDARDS.
6. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS TO WORK IN PUBLIC RIGHT-OF-WAY. ALL WORK IN PUBLIC RIGHT-OF-WAY MUST BE DONE BY A CONTRACTOR WHO IS LICENSED AND BONDED BY THE CITY OF DECATUR. THE APPROVAL OF THE SITE PLAN DOES NOT CONSTITUTE THE APPROVAL FOR THE CONTRACTOR TO DO WORK IN THE PUBLIC RIGHT-OF-WAY WITHOUT SAID PERMITS.
7. SIGNAGE SHALL MEET REQUIREMENTS OF SECTION XXV.F OF THE CITY OF DECATUR ZONING ORDINANCE. SIGN PERMITS SHALL BE APPLIED FOR IN ACCORDANCE WITH THE CITY OF DECATUR ZONING ORDINANCE. ALL SIGNS SHALL BE LOCATED A MINIMUM OF 5 FEET FROM PROPERTY LINE. ALL SIGN DETAILS SHALL BE SUBMITTED WITH SIGN PERMIT.



SHRUB PLANTING DETAIL
N.T.S.

PLANT LIST					
QUANTITY	COMMON NAME	INSTALL SIZE	MATURE HT./SPREAD	POINT VALUE	TOTAL POINTS
2	WINTERGREEN BOXWOOD	24"	4'/4'	3	6
TOTAL LANDSCAPING POINTS PROVIDED					6

LANDSCAPE NOTES

REQUIRED LANDSCAPING: PROPERTY ZONED = R-3

1. FRONT YARD = 30 LF LANDSCAPE FRONTAGE
   A.) TOTAL POINTS REQUIRED = 30 LF X 0.5 X = 15
      1.) TREE POINTS REQUIRED = 8
   B.) TOTAL POINTS PROVIDED = 28
      1.) 1 EXISTING HICKORY TREE AT 18 POINTS = 28
2. PARKING LOT = 4 SPACES
   A.) TOTAL POINTS REQUIRED = 4 SPACES X 1.5 X = 6
      1.) SHADE TREE POINTS REQUIRED = 3
   B.) TOTAL POINTS PROVIDED = 6
      2.) 2 PROPOSED EVERGREEN SHRUBS (BOXWOOD) AT 3 POINTS = 6

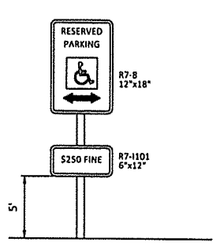
LEGAL DESCRIPTION

BEGINNING AT A POINT 30 FEET NORTH AND 341.24 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION EIGHT (8), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE 3RD P.M.; THENCE NORTH 190 FEET; THENCE EAST 105.26 FEET; THENCE SOUTH 190 FEET; THENCE WEST 105.26 FEET TO THE POINT OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS

MARY E. CAVE
ILLINOIS REGISTERED PROFESSIONAL ENGINEER
No. 062-060331

STATE OF ILLINOIS
MARY E. CAVE
062-060331
PROFESSIONAL ENGINEER

EXP. 11/30/17



ACCESSIBLE PARKING SIGNAGE

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER SIGNAGE CONCURRENT WITH LOCAL MUNICIPALITY CODES

(NOT TO SCALE)

EFFECTIVE JANUARY 1, 1985, PUBLIC ACT 83-1316 AMENDED SEC. 11-301 OF "THE ILLINOIS VEHICLE CODE" TO REQUIRE PARKING SIGNS (FOR PARKING LOTS SUBJECT TO "THE ILLINOIS VEHICLE CODE") TO COMPLY WITH THE R7-8 SIGN SHOWN BELOW (U.S. DEPARTMENT OF TRANSPORTATION STANDARD). EXISTING SIGNS MAY REMAIN, BUT THEIR USEFUL LIVES SHALL NOT BE EXTENDED BY OTHER MEANS OTHER THAN NORMAL MAINTENANCE.

COLORS
LEGEND AND BORDER - GREEN
WHITE SYMBOL ON BLUE BACKGROUND
BACKGROUND - WHITE

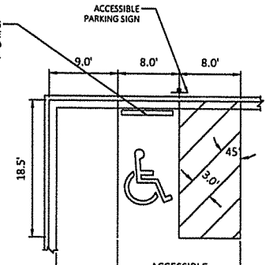
COLORS
LEGEND AND BORDER - GREEN NON REFLECTORIZED
BACKGROUND - WHITE REFLECTORIZED

NOTE:SIGNS SHALL BE MOUNTED 5 FEET ABOVE PAVING

FINE AMOUNT AS PER CITY OF DECATUR ORDINANCE No. 96-04 ADOPTED FEBRUARY 5, 1996

NOTE: ALL ACCESSIBLE RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH IDOT STANDARD 2356

CONTRACTOR SHALL SUPPLY PARKING BLOCKS AT PARKING SPACES WHERE A FULL HEIGHT CURB IS NOT PROVIDED IN FRONT OF ADA STALL



STRIPING DETAILS FOR STANDARD & ACCESSIBLE PARKING STALLS

NOTE:
THE ADA PARKING AREA SHALL HAVE A MAX. SLOPE OF 2% IN ANY DIRECTION.
(NOT TO SCALE)

project no.	0699
sheet no.	E-1
	SITE PLAN
	KENDALL SHOP 3350 W. MARIETTA DECATUR, IL
DATE	11/30/17

STATE OF ILLINOIS
MARY E. CAVE
062-060331
PROFESSIONAL ENGINEER

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

DECATUR (217) 422-8544
SCHAUMBURG (773) 714-0050
ROCKFORD (815) 489-0050
184-001397

PROJECT NO.	6600
FIELD BOOK NO.	JRS 1
START DATE	FEBRUARY 28, 2017
DRAWN BY	CJH
CHECKED BY	MEC
C&A REF. NO.	NA
PWC REF. NO.	NA
FILE LOCATION	IN LAND DEVELOPMENT

BY	DATE	REVISION/ISSUED
CJH	3/16/2017	TRC REVISIONS
CJH	3/29/2017	CITY REVISIONS

STAFF REPORT
Decatur City Plan Commission

COMMON NAME: 3350 West Marietta Street

GENERAL INFORMATION

Hearing Date	April 6, 2017
Calendar No.	17-11
Property Location	3350 West Marietta Street
Requested Action	Non-conforming Use Permit
Petitioner	Brian and Dawn Kendall
Representative	Mary Cave

LAND USE AND ZONING

Direction	*Existing Land Use*	*Zoning*	*Comprehensive Plan*
Subject Property	Single-Family Residence, Commercial	R-1	Residential-Low Density
North	Single-Family Residence	County R-1	Residential-Low Density
South	Single-Family Residence	R-1	Residential-Low Density
East	Single-Family Residence	R-1	Residential-Low Density
West	Single-Family Residence	County R-1	Residential-Low Density

BACKGROUND

1. The subject site consists of 0.45 acres and is currently developed with a single family structure and a detached accessory structure located at 3350 West Marietta Street. This site was annexed into the City of Decatur in October of 1995 and is currently zoned R-1 Single Family Residence District.

2. The petitioner has been operating a construction business from this location since its annexation into the City of Decatur in 1995. Prior to the annexation of this site the construction business was operating in Macon County as a home occupation. Macon County's Planning and Zoning Department has confirmed in a letter that the site was in conformance with the requirements for home occupation at the time of annexation in 1995.

3. The petitioner has provided numerous affidavits from neighbors having knowledge that a construction business has been located at the site ranging in time from 15 years to 34 years.

4. The petitioner has one (1) employee that reports to this location as an office employee. The office for the construction business is located in the house.

PROJECT DESCRIPTION

1. The petitioner is seeking a non-conforming use permit to expand the existing business at the site by enlarging the detached accessory structure to allow for the storage of construction materials, six (6) work vehicles and two (2) JLG lifts. The non-conforming use of this property by Zoning Ordinance may continue in its current state. The expansion creates the requirement for a non-conforming use permit.

STAFF ANALYSIS

1. The expansion of a contractors and builders use in the R-1 Single Family Residence District is not consistent with the intent of the Zoning Ordinance or the Macon County and Decatur Comprehensive Plan as it calls for low density residential.

2. The contractors and builders use is a permitted use in the B-2 Commercial District and allowing this type of high intensity use to expand in a residential district is not with the intent of the Zoning Ordinance.

3. Residential districts in the City of Decatur are allowed to have home occupations that would be non-intrusive to the neighborhood and continue to allow the neighborhood to maintain a residential character. The home occupation definition requires the use of only the main structure for the business and only those members of the immediate family residing on premise to be employed by the business. This business has an office in the main structure and storage in the detached accessory structure. There is an employee who does not reside at the premise who reports to work in the office. It also requires that equipment is similar in character to that normally used for purely domestic purposes. The petitioner plans to store JLG lifts in the detached accessory structure, which are not similar in character to equipment used for purely domestic purposes. This type of business is clearly not meeting any of the requirements of the City Zoning Ordinance definition for home occupation. Expanding a use such as being requested for contractors and builders that does not remotely resemble a home occupation is not with the intent of the Zoning Ordinance.

4. The non-conforming use permit has been reviewed by the City's Technical Review Committee, Planning, Engineering and Fire.

STAFF RECOMMENDATION

1. Based on the analysis, staff recommends denial of the non-conforming use permit.

PLAN COMMISSION ACTION

1. Section XXIII. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a non-conforming use permit request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 17-11 to the City Council with a recommendation for denial is suggested.

This report constitutes the testimony and recommendation of the Planning and Sustainability Division, Department of Planning and Building Services, City of Decatur.

Suzan Stickle
Senior Planner

ATTACHMENTS

1. Petition
2. Location Map

Excerpts from Plan Commission Meeting of April 6, 2017:

Cal. No. 17-11 Petition of BRIAN AND DAWN KENDALL, for a Non-Conforming Use Permit to allow for the expansion of a non-conforming contractor and builder use in the R-1 Single Family Residence District located at 3350 WEST MARIETTA STREET.

Ms. Suzy Stickle was sworn in by Mrs. Janet Poland.

Ms. Stickle presented the recommendation of staff:

The subject site consists of 0.45 acres and is currently developed with a single family structure and a detached accessory structure located at 3350 West Marietta Street. This site was annexed into the City of Decatur in October of 1995 and is currently zoned R-1 Single Family Residence District.

The petitioner has been operating a construction business from this location since its annexation into the City of Decatur in 1995. Prior to the annexation of this site the construction business was operating in Macon County as a home occupation. Macon County's Planning and Zoning Department has confirmed in a letter that the site was in conformance with the requirements for home occupation at the time of annexation in 1995.

The petitioner has provided numerous affidavits from neighbors having knowledge that a construction business has been located at the site ranging in time from 15 years to 34 years.

The petitioner has one (1) employee that reports to this location as an office employee. The office for the construction business is located in the single family structure.

The petitioner is seeking a non-conforming use permit to expand the existing business at the site by enlarging the detached accessory structure to allow for the storage of construction materials, six (6) work vehicles and two (2) JLG lifts. The non-conforming use of this property may continue in its current state per the Zoning Ordinance. The proposed expansion creates the requirement for a non-conforming use permit.

The expansion of a contractors and builders use in the R-1 Single Family Residence District is not consistent with the intent of the Zoning Ordinance or the Macon County and Decatur Comprehensive Plan as it calls for low density residential.

The contractors and builders use is a permitted use in the B-2 Commercial District and allowing this type of high intensity use to expand in a residential district is not with the intent of the Zoning Ordinance.

Residential districts in the City of Decatur are allowed to have home occupations that would be non-intrusive to the neighborhood and continue to allow the neighborhood to maintain a residential character. The home occupation definition requires the use of only the main structure for the business and only those members of the immediate family residing on premise to be employed by the business. This business has an office in the main structure and storage in the detached accessory structure. There is an employee who does not reside at the premise who reports to work in the office. It also requires that equipment is similar in character to that normally used for purely domestic purposes. The petitioner plans to store JLG lifts in the detached accessory structure, which are not similar in character to equipment used for purely domestic purposes. This type of business is clearly not meeting any of the requirements of the City Zoning Ordinance definition for home occupation. Expanding a use such as

being requested for contractors and builders that does not remotely resemble a home occupation is not with the intent of the Zoning Ordinance.

The non-conforming use permit has been reviewed by the City's Technical Review Committee, Planning, Engineering and Fire.

Based on the analysis, staff recommends denial of the non-conforming use permit.

Section XXIII. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a non-conforming use permit request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 17-11 to the City Council with a recommendation for denial is suggested.

Chairman Livingston asked if the reason for the denial is based on the additional size of the facility. Ms. Stickle said the use itself is a contractors and builders use. The Zoning Ordinance allows it to remain as non-conforming. The denial is for the expansion of the use.

Mr. Kent Newton asked if the building was the size they are proposing when it was annexed in would it be in compliance. Ms. Stickle said yes, it would continue as a non-conforming use.

Mrs. Mary Cave, representative, was sworn in by Mrs. Poland.

Mrs. Cave said the current garage on the property is in poor condition and must be replaced. Mr. Kendall saw this as an opportunity to enlarge the garage to provide more functionality. He currently has four (4) vehicles and two (2) JLG lifts. Most of the vehicles are left on the job sites. Mr. Kendall was operating the business at this location since 1982 as a contract for deed property. He is currently the property owner. The property was annexed in 1995 through action by the property owner at the time. Mr. Kendall was not aware the property had been annexed. The petitioner has met the requirements of the Zoning Ordinance to be able to apply for the non-conforming use permit. Mrs. Cave said the property does fit with the rest of the neighborhood. The expansion of the use is for the size of the structure only. It will not add employees or increase traffic causing activities.

Mr. Brian Kendall, petitioner, was sworn in by Mrs. Poland.

Mr. Kendall stated he has worked as a licensed roofer for the last thirty-five (35) years. Two (2) of his three (3) children are involved in the business. The building is inadequate and needs to come down and be rebuilt. He has four (4) vehicles and one is a personal vehicle. The JLG lifts have remained on job sites since they were purchased three (3) years ago and will remain on job sites for the next three (3) to five (5) years. Construction materials are not stored on the property and it is not his intent to start storing them. Mr. Kendall said he has fifteen (15) affidavits from his neighbors that have resided in the area since 1995. This includes his immediate neighbors to the north, south, east and west of his property. He does not have any more vehicles than any of his neighbors and believes he has their support. Mr. Kendall stated all he has ever done is improve the appearance of his property and respect his neighbor's property as well.

Chairman Livingston asked if all of the vehicles will be stored in the building. Mr. Kendall said yes.

Chairman Livingston asked if Mr. Kendall had any plans to increase his office staff. Mr. Kendall said his daughter runs his office and he does not plan on increasing his staff.

Chairman Livingston asked where the JLG lifts are stored when they are not on a job site. Mr. Kendall said very rarely he will have one in his driveway. He has jobs that are going to take several years but they will come back to the business on occasion. Chairman Livingston asked if they will fit in the building if they come back to the property. Mr. Kendall said yes.

Excerpts from Plan Commission Meeting of April 6, 2017 continued:

Chairman Livingston asked the size of Mr. Kendall's staff. Mr. Kendall said there are three (3) employees and in the summer he will hire six (6) to eight (8) additional seasonal employees.

Mr. Terry Smith asked if this was just a garage addition would it be in violation. Ms. Stickle said it would not be allowed to be built without a variance as the Zoning Ordinance does not allow you to build an accessory structure larger than your main structure.

Mr. Mike Hamel, 3498 West Marietta, was sworn in by Mrs. Poland.

Mr. Hamel stated he has lived right next door to Mr. Kendall for thirty (30) years. Mr. Hamel stated Mr. Kendall runs his business out of his house and there have been no problems.

Ms. Adrienne Lynch, 1144 North Moffet Avenue, was sworn in by Mrs. Poland.

Ms. Lynch said she lives right around the corner from Mr. Kendall. She has known Mr. Kendall for more than twenty (20) years and he has always kept his house up. She said besides the vehicles parked in the driveway, you would be hard pressed to know a business was being run out of the house.

Mr. David Trimby, 3214 West Marietta, was sworn in by Mrs. Poland.

Mr. Trimby stated that he has known Mr. Kendall for over thrity (30) and he has been an asset to the neighborhood. Mr. Trimby said there are big buildings up and down the street.

It was moved and seconded (Myatt/Frantz) to forward Calendar No. 17-11 to the City Council with a recommendation for approval. Motion carried unanimously.

Chairman Livingston welcomed Mr. Michael Peoples, the newest member of the Plan Commission. Mr. Peoples observed the meeting today and will join the Commission at the next meeting.

Police Department

DATE: 5/23/2017

MEMO: 17-24

TO: The Honorable, Mayor Julie Moore Wolfe
Council Members

FROM: Timothy A. Gleason, City Manager
James E. Getz Jr., Chief of Police

SUBJECT: The purpose of this memorandum is to request the expenditure of funds to Superion, LLC, for the OSSI annual service agreement.

SUMMARY RECOMMENDATION:
It would be the recommendation of staff that the annual Superion-OSSI maintenance agreement, at a total cost of $137,326.58, be paid. After payment in full by the City and upon reimbursement by Macon County and Mt. Zion, according to the Intergovernmental Agreement currently in place, the expenses will be shared as follows:

1. $108,611.59 from Decatur Police Communications line item.
2. $4,174.73 from Decatur Fire Department line item.
3. $21,477.88 from the County of Macon.
4. $3,062.38 from the Village of Mt. Zion.

BACKGROUND: The City of Decatur signed an annual maintenance agreement with SunGard Public Sector Inc. in October 2011 and since that time the company has been acquired by Superion LLC. The agreement is renewed each year with the last renewal period extending from June 1, 2016 through May 31, 2017. The contract now needs to be renewed for the period covering June 1, 2017 through May 31, 2018. The Superion/SunGard Maintenance agreement provides service and maintenance to the baseline software identified in Exhibit 1 of the software maintenance agreement.

PRIOR COUNCIL ACTION: Prior Council action has approved similar requests for prior years. Renewal in 2016 was approved under Council Resolution R2016-60.

POTENTIAL OBJECTIONS: No objections are anticipated.

STAFF REFERENCE: James E. Getz Jr., Chief of Police, 474-2745, jgetzjr@decaturil.gov; Shane G. Brandel, Deputy Chief of Police, 424-2740,

sbrandel@decaturil.gov

BUDGET/TIME IMPLICATIONS: The costs for this renewal have been budgeted in the 2017 fiscal year.

ATTACHMENTS:

Description	Type
Superion - OSSI Resolution	Resolution Letter
Intergovernmental Agreement	Backup Material
SunGard Maintenance Agreement	Backup Material
Software License and Services Agreement	Backup Material

RESOLUTION NO. R2017-_____

RESOLUTION AUTHORIZING ANNUAL SERVICE AGREEMENT WITH SUPERION, LLC – OSSI DECATUR POLICE DEPARTMENT

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

Section 1. That the invoice presented to the City Council herewith with Superion, LLC regarding OSSI (OneSolution) Software Annual Maintenance for the Decatur Police Department Emergency Communications Center be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said Purchase Order on behalf of the City of Decatur to Superion, LLC in an amount not to exceed $137,326.58 for the period of June 1, 2017 and expiring May 31, 2018.

PRESENTED and ADOPTED this Fifth day of June, 2017.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

AGREEMENT

This Agreement is made between the City of Decatur, Illinois ("City"), a municipal corporation, Macon County, Illinois, ("County"), and the Village of Mt. Zion, Illinois, ("Village"), a municipal corporation, body politics and units of local government.

WHEREAS, the City, County and the Village are units of local government, as defined by Article VII, Section 1 of the Constitution of the State of Illinois ("Constitution"); and,

WHEREAS, the City, the County and the Village are authorized and empowered by Article VII, Section 10 of the Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., to enter into intergovernmental agreements; and,

WHEREAS, the City, the County and the Village utilize a common Communication Dispatch Center ("Center") which is the emergency dispatch center for the emergency services of the parties; and,

WHEREAS, the City, the County and the Village are parties to an Agreement previously entered into in which the City is responsible for the operation of the Center, owns the equipment used in the operation of the Center and employs the employees of the Center; and,

WHEREAS, the County is responsible under an Agreement with the City for the preservation and retention of police records and reports; and,

WHEREAS, the City, the County and the Village recognize and agree that the software currently utilitzed by the Center requires updating and replacing in order to provide an efficent and reliable system for dispatching emergency services and report writing; and,

WHEREAS, the City, the County and the Village agree that they will each benefit by a software upgrade to the dispatch and report writing system currently utilized.

NOW THEREFORE, for and in consideration of the promises and covenants made herein and for their mutual benefit and the benefit of the public, industry and business, the City, the County and the Village agree as follows:

SECTION 1: EQUIPMENT

A. The City shall purchase from SunGuard Public Sector the OneSolution ("OSSI") software system to be used for dispatch and report writing by the parties subject to Section 2 of this Agreement.

B. The City shall own all equipment utilized in the Center including, but not limited to the software OSSI.

C. The City shall be responsible, subject to the provisions set forth in Section 2, for the maintenance of said equipment and software.

D. The City is authorized by the parties to make adjustments and any modifications to the equipment and/or software it deems necessary and required.

SECTION 2: PURCHASE

A. The City shall purchase the OSSI on or about November 2011 for an amount not to exceed One Hundred Fifteen Thousand Two Hundred Fifty-Eight Dollars and Two Cents ($115, 258.02).

B. The County shall reimburse the City for their pro rata share of the cost of OSSI in the amount of Sixteen Thousand Six Hundred Seventeen Dollars and Thirty-Three Cents ($16,617.33).

C. The Village shall reimburse the City for their pro rata share of the cost of OSSI in the amount of Two Thousand Three Hundred Seventy-Three Dollars and Ninety Cents ($2,373.90).

D. The County and Village agree to reimburse the City the above amounts within thirty (30) days of demand by the City.

SECTION 3: MAINTENANCE

A. The City shall be responsible for the annual payment of the maintenance agreement costs of OSSI when due.

B. The County shall reimburse the City annually for their pro rata share of the maintenance agreement costs of OSSI in the amount of 15.64% of the total annual maintenance costs.

C. The Village shall reimburse the City annually for their pro rata share of the maintenance agreement costs of OSSI in the amount of 2.23% of at the total annual maintenance costs.

D. The County and the Village shall reimburse the maintenance costs to the City on or before April 15, 2012 and a like amount on April 15 of each year thereafter and without further notice or request for said reimbursement from the City.

SECTION 4: TERM OF AGREEMENT

A. This Agreement shall be effective as of the date the parties sign and execute it.

B. This Agreement shall be in effect for the time period that OSSI is utilized by the City in the Center.

C. Notwithstanding anything to the contrary, this Agreement may be terminated by any party upon giving the other parties ninety (90) days written notice of its intention and desire to terminate the same.

SECTION 5: ASSIGNMENT

The parties agree that they may not and will not assign their interests or responsibilities under this Agreement without the express written consent of the other parties.

SECTION 6: MISCELLANEOUS PROVISIONS

A. Modifications to this Agreement shall be made in writing upon agreement of the parties.

B. If any provision of this Agreement is found to be void or unenforceable for any reason by any court or other body of competent jurisdiction, the remaining provisions hereof shall be unaffected by such decision or decisions and shall remain in full force and effect.

C. All previous Intergovernmental Agreements heretofore entered into by the City and/or the County and/or the Village and not in conflict with this instant Agreement are not, by this Agreement, hereby impaired or limited in any manner, and said previous Intergovernmental Agreements or amendments to such Agreements remain in full force and effect.

D. The headings contained herein are for convenience only and shall not be used to define, explain, modify or aid in the interpretation or construction of the contents.

SECTION 7: NOTICES

For purposes of this Agreement, any notices required to be sent shall be sent to the following:

City of Decatur
Chief of Police
333 South Franklin Street
Decatur, IL 62523

County of Macon
Sheriff
333 South Franklin Street
Decatur, IL 62523

Village of Mt. Zion
Chief of ~~Chief~~ POLICE
Mt. Zion, IL 62549

CITY OF DECATUR, ILLINOIS, a municipal corporation,

By _____
Mayor

ATTEST:

_____
CITY CLERK

Dated: Oct. 4, 2011

MACON COUNTY, ILLINOIS,

By Jay A. Dunn
Its

ATTEST:

Its Macon Co Clerk

Dated: 10-13-11

VILLAGE OF MT. ZION, ILLINOIS, a municipal corporation,

By Dale Coyle
Its Mayor

ATTEST:

Pamela Reese
Its Village Clerk

Dated: 10/18/11

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation
with headquarters at:
1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

City of Decatur
333 S. Franklin Street
Decatur, IL 62523

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

City of Decatur

BY: _____

PRINT NAME: Ryan P. McCrady

PRINT TITLE: City Manager

DATE SIGNED: 10/24/11

SunGard Public Sector Inc.

BY: _____

PRINT NAME: Christian Coleman

AND TITLE: VP and Controller, SunGard Public Sector Inc

DATE SIGNED: October 21, 2011

THIS AGREEMENT is entered into between SunGard Public Sector and Customer on the Execution Date.

SunGard Public Sector and Customer have entered into a Software License and Services Agreement dated as of the Execution Date (the "License Agreement") for the Software. Customer desires that SunGard Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Accordingly, the parties agree as follows:

1. Incorporation By Reference. Sections 1 (Definitions), 8 (Confidential Information) and 11 through 15, inclusive (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively) of the License Agreement are incorporated into this Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Agreement, the provision of this Agreement will control.

2. Additional Definitions.

"Commencement Date" means the date specified in Exhibit 1 as the "Commencement Date."

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, each one (1) year period beginning on the Commencement Date or the anniversary thereof, and ending one (1) year thereafter.

"Custom Modification" means a change that SunGard Public Sector has made at Customer's request to any Component System in accordance with a SunGard Public Sector-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which SunGard Public Sector will provide Customer with Improvements is identified in Exhibit 1.

"Defect" has the meaning ascribed to that term in the License Agreement, and further, with regard to each Custom Modification, means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to SunGard Public Sector's help desk by means of: (i) SunGard Public Sector's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Public Sector's then-current policies and procedures for submitting such communications.

3. Services.

(a) Types of Services. During the term of this Agreement, SunGard Public Sector will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component

System and each Custom Modification identified in Exhibit 1.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. SunGard Public Sector's obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than SunGard Public Sector is limited to providing Customer with the Improvements that the applicable third party owner provides to SunGard Public Sector for that Baseline Component System. Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Agreement, including remote access to the Equipment.

4. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

(b) Additional Costs. Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by SunGard Public Sector's Corporate Travel and Expense Reimbursement Policy, will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice. Customer will also reimburse SunGard Public Sector for all charges incurred in connection with accessing Equipment.

(c) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

(d) Late Charges. Customer will pay each SunGard Public Sector invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); or (ii) the highest rate permitted by applicable law.

5. Term. This Agreement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Agreement will renew for an additional Contract Year unless, at least six (6) months prior to the expiration of the initial Contract Year, Customer notifies SunGard Public Sector in writing of Customer's intent not to renew the Agreement for the second Contract Year. After the second Contract Year, this Agreement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year.

6. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR**

SOFTWARE OTHER THAN THE EQUIPMENT.

7. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

8. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

(b) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

9. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

EXHIBIT 1

Customer: City of Decatur, IL

Commencement Date: June 1, 2012

The "Initial Payment Amount" in the table below represents the Improvements fee for the initial Contract Year.

Qty	Part #	Component System	Initial Payment Amount	Support Type
		CAD		
1	CAD-T3	BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3	$ 12,519.00	7x24
1	CAD-E911	E911 INTERFACE MODULE	980.00	7x24
1	CAD-MAP	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	980.00	7x24
7	CAD-MAPD	ADDITIONAL CAD MAP DISPLAY LICENSE	2,520.00	7x24
4	CAD-CON	ADDITIONAL CAD CONSOLE LICENSE	2,808.00	7x24
8	MCT-MIS	LAN CLIENT LICENSE FOR MESSAGE SWITCH	432.00	7x24
1	CAD-INT-PVI	CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE	1,350.00	7x24
1	MCT-SWI	STATE/NCIC MESSAGING SOFTWARE	3,600.00	7x24
1	CAD-MJ	MULTI-JURISDICTIONAL DISPATCH OPTION	720.00	7x24
1	CAD-FIREHOUSE	FIREHOUSE RMS INTERFACE	990.00	7x24
2	CAD-MRM	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS	540.00	7x24
		MCT		
1	MCT-BMS-T3	BASE MOBILE SERVER SOFTWARE UP TO 75 WORKSTATIONS	4,950.00	7x24
65	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH	10,348.00	5x11
1	MCT-MFR-REV-T3	REVIEW MODULE FOR FIELD REPORTING UP TO 75 WORKSTATIONS	3,600.00	5x11
55	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	8,756.00	5x11
65	MCT-MAP	MCT CLIENT - MAPS	2,080.00	5x11
55	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING	4,400.00	5x11
1	MCT-INT-FHS	MCT INTERFACE TO FIREHOUSE	1,350.00	7x24
25	MCT-MFR-MBLN-CLIENT	MFR CLIENT- MOBLAN VERSION	2,000.00	5x11
		AVL		
60	MCT-AVL-CLIENT	MCT CLIENT - AVL	1,440.00	5x11
1	MCT-AVL-HOST	AVL SERVER HOST LICENSE	6,300.00	7x24
8	MCT-AVL-CAD	CAD CLIENT AVL LICENSE	2,880.00	7x24
		RMS		
1	RMS-BASE-75	BASE RECORDS MANAGEMENT SYSTEM - 75 WORKSTATION	17,360.00	5x11
1	RMS-MJ	MULTI-JURISDICTIONAL RMS OPTION	880.00	5x11
1	RMS-MAP-75	RMS MAP DISPLAY AND PIN MAPPING LICENSE - 75 WORKSTATION	2,400.00	5x11
1	RMS-CA	CRIME ANALYSIS MODULE	2,000.00	5x11
1	RMS-ACCIDENT-5	BASIC ACCIDENT MODULE - 5 WORKSTATION	400.00	5x11
1	RMS-P&E-5	PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION	880.00	5x11
1	RMS-BAR HOST-5	BAR CODING SERVER LICENSE - 5 WORKSTATION	400.00	5x11
5	RMS-BAR-CLIENT	BAR CODING HAND-HELD CLIENT LICENSE (EACH)	1,276.00	5x11
60	RMS-NTF-75	NOTIFICATION MODULE - 75 WORKSTATION	3,040.00	5x11
1	RMS-WIZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE	1,440.00	5x11
1	RMS-WIZ-BASE	ACCIDENT WIZARD BASE SERVER LICENSE	800.00	5x11
		WEB BASED APPLICATIONS		
1	INT-OPSRMS	OPS RMS	4,000.00	5x11
1	INT-OPSCAD	OPS CAD	4,000.00	5x11
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING	0.00	5x11
1	INT-P2C	POLICE 2 CITIZEN	2,000.00	5x11
		CUSTOM MODIFICATIONS		
1	RMS-CUST-MOD	RMS CUSTOM MODIFICATIONS - ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS	800.00	5x11
		PAYMENT AMOUNT (Initial Contract Year)	**$ 117,239.00**	

Improvements fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted Improvement fees for any Contract Year subsequent to the initial full Contract Year are subject to change and will be specified by SunGard Public Sector in an annual invoice.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, SunGard Public

Sector will assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

NOTE:

Customer and SunGard Public Sector are parties to a separate written agreement ("Legacy Agreement") under which SunGard Public Sector is providing Customer with maintenance and support services for SunGard Public Sector's HTE brand software system ("Legacy Software"). SunGard Public Sector will continue to provide Customer with maintenance and support services for the Legacy Software in accordance with the terms of and for the fees specified in the Legacy Agreement through the expiration of the one year period that is in effect as of the Execution Date ("Current Legacy Period"). June 1, 2012 will be the "Commencement Date" for purposes of this Agreement. Customer's maintenance subscription for the Legacy Software will not renew under the Legacy Agreement for any period after the expiration of the Current Legacy Period.

If, during the time in question, Customer is paying for and receiving Improvements for the Baseline Component Systems identified above under this Agreement, then, at the expiration of the Current Legacy Period, SunGard Public Sector will also provide Customer with Defect corrections and avoidance procedures (but not with New Releases of and Enhancements) for the Legacy Software pursuant to this Agreement, at no additional fee, until the earlier of: (a) three (3) years following the expiration of the Current Legacy Period; or (b) the date that Customer begins using all of the Component Systems identified in the table above in a production mode.

The pricing provided for above is conditioned upon Customer paying for maintenance and support for the Legacy Software through the expiration of the Current Legacy Period. For the period from the Execution Date through the Commencement Date, SunGard Public Sector will provide Customer with Improvements for the Baseline Component Systems and Baseline Customizations identified in the table above in consideration of Customer's payment of the maintenance and support fees for the Legacy Software through the expiration of the Current Legacy Period.

Notwithstanding anything to the contrary, Customer shall continue to be responsible for payment of charges associated with third party products (QRep Web Anonymous, VeriSign Digital Certificate, ACOM) until receipt of effective written notice of termination for the subsequent term.

EXHIBIT 2
Maintenance Standards

I. **Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 7:00 A.M. to 6:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x11").

II. **Targeted Response Times.** With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour occurring after SunGard Public Sector's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered **Urgent** when it produces a Total System Failure; meaning SunGard Public Sector's Component Systems are not performing a process that has caused a complete work stoppage.	SunGard Public Sector has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, SunGard Public Sector has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported. A resolution plan details the steps necessary to understand and possibly resolve the issue.
Critical 2	A support issue shall be considered **Critical** when a critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	SunGard Public Sector has a stated goal to respond within two hours of the issue being reported.	
Non-Critical 3	A support issue shall be considered **Non-Critical** when a non critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	SunGard Public Sector has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered **Minor** when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	SunGard Public Sector has a stated goal to respond within 24 hours of the issue being reported.	

** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) SunGard Public Sector's support representative has been directly contacted by Customer either by phone, email, in person, or through SunGard Public Sector's online support portal, and b) when SunGard Public Sector's support representative assigns a case number and conveys that case number to the Customer.*

CUSTOMER NO. _____; CONTRACT NO. 111267

SOFTWARE LICENSE AND SERVICES AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation

with headquarters at:

1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

City of Decatur
333 S. Franklin Street
Decatur, IL 62523

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

The terms and conditions contained in this Agreement, including prices, will be honored as set forth herein, provided the Agreement is fully executed and delivered by December 30, 2011.

City of Decatur

BY: _____

PRINT NAME: Ryan P. McCrady

PRINT TITLE: CITY MANAGER

DATE SIGNED: 10/24/11

SunGard Public Sector Inc.

BY: _____

Christian Coleman
VP and Controller, SunGard Public Sector Inc

PRINT NAME AND TITLE: _____

DATE SIGNED: October 21, 2011

THIS AGREEMENT is made between SunGard Public Sector Inc. and Customer as of the Execution Date. The parties agree as follows:

1. Definitions.

"Baseline" means the general release version of a Component System as updated to the particular time in question through both SunGard Public Sector's warranty services and SunGard Public Sector's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of SunGard Public Sector includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Delivery Address" means the Customer shipping address set forth in Exhibit 1 as the Delivery Address.

"Delivery Date" means, for each Component System, the date on which SunGard Public Sector first ships the Component System to the Delivery Address F.O.B. SunGard Public Sector's place of shipment.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Defect" means a material deviation between the Baseline Component System and its documentation, for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Exhibits."

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in Exhibit 1.

"Customer Employees" means: (i) Customer's employees with a need to know; and (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by SunGard Public Sector, and who, prior to obtaining access to the Software, have executed a SunGard Public Sector-approved non-disclosure agreement.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information

pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

2. Right to Grant License and Ownership. SunGard Public Sector has the right to grant Customer this license to use the Software. Except as otherwise indicated in a Software Supplement, SunGard Public Sector owns the Software.

3. License. Subject to the terms and conditions of this Agreement, SunGard Public Sector grants Customer a perpetual, non-exclusive, non-transferable license to use and copy for use the Software on the Equipment within the United States of America for Customer's own, non-commercial computing operations. Any rights not expressly granted in this Agreement are expressly reserved.

(a) Source Code. SunGard Public Sector has placed the Source Code for those SunGard Public Sector-proprietary (as opposed to third party-owned) Component Systems identified in Exhibit 1 in escrow with Iron Mountain Intellectual Property Management ("Iron Mountain") pursuant to a Source Code Escrow Agreement between Iron Mountain and SunGard Public Sector ("Escrow Agreement"). SunGard Public Sector updates such Source Code escrow deposits at least one a calendar year. Such Source Code will only be made available on the release terms of the Escrow Agreement, and only to those SunGard Public Sector licensees that have elected to be named "Preferred Beneficiaries" under the Escrow Agreement by executing a Preferred Beneficiary Acceptance Form and paying Iron Mountain the beneficiary fee specified by Iron Mountain (as of the Execution Date, approximately $700 per year). SunGard Public Sector will provide Licensee with a copy of the Preferred Beneficiary Acceptance Form at Licensee's request.

(b) Object Code. Customer has right to use the Software in Object Code form. Customer also has the right to use the Software in Object Code form temporarily on another SunGard Public Sector-supported configuration, for disaster recovery of Customer's computer operations.

(c) Documentation. Except as otherwise provided for in the applicable Software Supplement, Customer can make a reasonable number of copies of the documentation for each Component System for its use in accordance with the terms of this Agreement.

(d) Restrictions on Use of the Software. Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Software. Customer is prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Customer will not allow the Software to be used by, or disclose all or any part of the Software to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Software by third parties on a strict "need to know" basis, and such use will not be deemed a non-permitted disclosure of the Software. Customer will not allow the Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining SunGard Public Sector's prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

(e) Intellectual Property Rights Notices. Customer is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that SunGard Public Sector otherwise provides with the Software. Customer must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Customer makes of the Software.

4. Services.

(a) Generally. SunGard Public Sector will provide Customer with the information services identified in Exhibit 1, for the fees provided in Exhibit 1.

(b) Additional Services. SunGard Public Sector can also provide Customer with additional information services, at SunGard Public Sector's then-current rates, or at such other rates as are agreed to by the parties in an amendment to this Agreement.

(c) Workmanlike Skills. SunGard Public Sector will render all services under this Agreement in a professional and workmanlike manner. SunGard Public Sector will promptly

replace any SunGard Public Sector personnel that are rendering services on-site at a Customer facility if Customer reasonably considers the personnel to be unacceptable and provides SunGard Public Sector with notice to that effect, provided that such replacement does not violate any law or governmental regulation applicable to such personnel replacement.

(d) Conditions On Providing Services. In each instance in which SunGard Public Sector is providing Customer with services, SunGard Public Sector and Customer will develop a project plan that identifies each party's responsibilities for such services. The project plan will describe in detail the tentative schedule and the scope of services that SunGard Public Sector will provide. Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer must assign a project manager who will assume responsibility for management of the project. Customer must ensure that the Equipment is operational, accessible and supported at the times agreed to by the parties in the project plan. While SunGard Public Sector is providing such services, Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations, including remote access to the Equipment.

5. Delivery. Except as otherwise provided in Exhibit 1, SunGard Public Sector will deliver all Component Systems to Customer at the Delivery Address.

6. Payment and Taxes.

(a) Payment.

(i) License Fees. Fees for the Software will be due to SunGard Public Sector as provided for in Exhibit 1.

(ii) Professional Services Fees. Except as otherwise provided in Exhibit 1, fees for professional services will be invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of invoice. Customer will reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with services under this Agreement. Such travel and living expenses will be governed by SunGard Public Sector's Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

(iii) Late Charge. SunGard Public Sector will have the right to charge a late fee to the extent that payment is received later than thirty (30) days from the date of invoice. Late fees will be calculated based on a per annum rate equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); and (ii) the highest rate permitted by applicable law, and will be payable to SunGard Public Sector on demand.

(b) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Software, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

(c). Scheduled Resource Changes: For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

7. Limited Warranty, Disclaimer of Warranty and Election of Remedies.

(a) Limited Software Warranty by SunGard Public Sector and Remedy For Breach. For each Component System, SunGard Public Sector warrants to Customer that, for a period of twelve (12) months after the Delivery Date, the Baseline Component System, as used by Customer on the Equipment for its own, non-commercial computing operations, will operate without Defects. For each Defect, SunGard Public Sector, as soon as reasonably practicable and at its own expense, will provide Customer with an avoidance procedure for or a correction of the Defect. If, despite its reasonable efforts, SunGard Public Sector is unable to provide Customer with an avoidance procedure for or a correction of a Defect, then,

subject to the limitations set forth in Section 16 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and SunGard Public Sector's sole obligations for breach of this limited warranty are contained in this Section 7(a).

(b) Disclaimer of Warranty. The limited warranty in Section 7(a) is made to Customer exclusively and is in lieu of all other warranties. **SUNGARD PUBLIC SECTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE SOFTWARE, IN WHOLE OR IN PART. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. CUSTOMER WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(A) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

(c) Abrogation of Limited Warranty. The limited warranty in Section 7(a) will be null and void if: (i) anyone (including Customer) other than SunGard Public Sector modifies the Baseline Component System; or (ii) Customer does not implement changes that SunGard Public Sector provides to correct or improve the Baseline Component System. If despite any modification of the Component System, SunGard Public Sector can replicate the reported problem in the Baseline Component System as if the problem were a Defect, then SunGard Public Sector will nonetheless provide Customer with an avoidance procedure for or a correction of that reported problem for use in the Baseline Component System as though the reported problem were a Defect.

(d) **FAILURE OF ESSENTIAL PURPOSE.** **THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER CUSTOMER HAS ACCEPTED ANY SOFTWARE OR SERVICE UNDER THIS AGREEMENT.**

8. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity.

9. Indemnity by SunGard Public Sector. SunGard Public Sector will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs because of a claim that use of a Baseline Component System infringes any United States copyright of others. SunGard Public Sector's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify SunGard Public Sector of any such claim; (ii) Customer must in writing grant SunGard Public Sector sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice SunGard Public Sector's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Customer must cooperate with SunGard Public Sector to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by SunGard Public Sector in writing as necessary for use with the Software) from the use or combination of products provided by SunGard Public Sector with items provided by Customer or others. If any Component System is, or in SunGard Public Sector's opinion is likely to become, the subject of a United States copyright

infringement claim, then SunGard Public Sector, at its sole option and expense, will either: (A) obtain for Customer the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer the portion of the license fee paid to SunGard Public Sector for the Component System(s) giving rise to the infringement claim, less a charge for use by Customer based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS SUNGARD PUBLIC SECTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

10. Term and Termination.

(a) Right of Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to SunGard Public Sector of a suspected Defect will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Agreement by either party, Customer will promptly return to SunGard Public Sector or (at SunGard Public Sector's request) will destroy all copies of the Software, and will certify to SunGard Public Sector in writing, over the signature of a duly authorized representative of Customer, that it has done so.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

12. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

13. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SunGard Public Sector's assignment of this Agreement to any person or entity to which SunGard Public Sector transfers any of its rights in the Software.

14. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of Florida, without

reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

16. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE SOFTWARE, ANY SERVICES, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEE THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN EXHIBIT 1, THE FEE REASONABLY ASCRIBED BY SUNGARD PUBLIC SECTOR) FOR THE COMPONENT SYSTEM OR SERVICES GIVING RISE TO THE LIABILITY.

(b) EXCLUSION OF DAMAGES. REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

EXHIBIT 1

Customer: **City of Decatur, IL**

Delivery Address: **333 S. Franklin Street, Decatur, IL 62523**

SOFTWARE[1, 2, 3]:

Qty	Part #	Component System	License Fee
		CAD	
1	CAD-T3	BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3	$ 69,550.00
1	CAD-E911	E911 INTERFACE MODULE[1]	5,500.00
1	CAD-MAP	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	5,500.00
7	CAD-MAPD	ADDITIONAL CAD MAP DISPLAY LICENSE	14,000.00
4	CAD-CON	ADDITIONAL CAD CONSOLE LICENSE	15,600.00
8	MCT-MIS	LAN CLIENT LICENSE FOR MESSAGE SWITCH	2,400.00
1	CAD-INT-PVI	CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE	7,500.00
1	MCT-SWI	STATE/NCIC MESSAGING SOFTWARE	20,000.00
1	CAD-MJ	MULTI-JURISDICTIONAL DISPATCH OPTION	4,000.00
1	CAD-FIREHOUSE	FIREHOUSE RMS INTERFACE[1]	5,500.00
2	CAD-MRM	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS	3,000.00
		MCT	
1	MCT-BMS-T3	BASE MOBILE SERVER SOFTWARE UP TO 75 WORKSTATIONS	27,500.00
65	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH	64,675.00
1	MCT-MFR-REV-T3	REVIEW MODULE FOR FIELD REPORTING UP TO 75 WORKSTATIONS	22,500.00
55	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	54,725.00
65	MCT-MAP	MCT CLIENT - MAPS	13,000.00
55	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING	27,500.00
1	MCT-INT-FHS	MCT INTERFACE TO FIREHOUSE[1]	7,500.00
25	MCT-MFR-MBLN-CLIENT	MFR CLIENT- MOBLAN VERSION	12,500.00
		AVL	
60	MCT-AVL-CLIENT	MCT CLIENT - AVL	9,000.00
1	MCT-AVL-HOST	AVL SERVER HOST LICENSE	35,000.00
8	MCT-AVL-CAD	CAD CLIENT AVL LICENSE	16,000.00
		RMS	
1	RMS-BASE-75	BASE RECORDS MANAGEMENT SYSTEM - 75 WORKSTATION	108,500.00
1	RMS-MJ	MULTI-JURISDICTIONAL RMS OPTION	5,500.00
1	RMS-MAP-75	RMS MAP DISPLAY AND PIN MAPPING LICENSE - 75 WORKSTATION	15,000.00
1	RMS-CA	CRIME ANALYSIS MODULE	12,500.00
1	RMS-ACCIDENT-5	BASIC ACCIDENT MODULE - 5 WORKSTATION	2,500.00
1	RMS-P&E-5	PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION	5,500.00
1	RMS-BAR HOST-5	BAR CODING SERVER LICENSE - 5 WORKSTATION	2,500.00
5	RMS-BAR-CLIENT	BAR CODING HAND-HELD CLIENT LICENSE (EACH)	7,975.00
1	RMS-NTF-75	NOTIFICATION MODULE - 75 WORKSTATION	19,000.00
60	RMS-WIZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE	9,000.00
1	RMS-WIZ-BASE	ACCIDENT WIZARD BASE SERVER LICENSE	5,000.00
		WEB BASED APPLICATIONS	
1	INT-OPSRMS	OPS RMS	25,000.00
1	INT-OPSCAD	OPS CAD	25,000.00
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING	0.00
1	INT-P2C	POLICE 2 CITIZEN	12,500.00
		Subtotal	**$ 697,925.00**
	DISCOUNT	**DISCOUNT - 100%**	**$ (697,925.00)**
		TOTAL LICENSE FEE	**0.00**

Notes to Software Table:

[1] Interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

[2] Note: Mobiles applications do not include AVL hardware.

SERVICES[1, 2, 3]:

Qty.	Part #	Description	Training	Installation	Project Management	Implementation	Conversion
		CAD SERVICES					
1	CAD-PROJ-MGNT	CAD PROJECT MANAGEMENT			$ 14,720.00		
1	CAD-INST	BASE CAD SOFTWARE INSTALLATION		$ 5,950.00			
1	CAD-IMPL	BASE CAD SOFTWARE IMPLEMENTATION				$ 19,880.00	
1	CAD-MAP-CONV	MAP BASED GEOFILE GENERATION					$ 10,000.00
1	CAD-MNT-TRN	CAD MAINTENANCE TRAINING	$ 6,400.00				
1	CAD-USR-TRN	CAD USER TRAINING	12,800.00				
		MCT SERVICES					
1	MCT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			10,080.00		
1	MCT-AVL-SERV	AVL INSTALLATION AND TRAINING		2,800.00			
1	MCT-BMS-INST	INSTALLATION OF BASE MOBILE SERVER SOFTWARE		4,200.00			
1	MCT-SWI-IMPL	IMPLEMENTATION OF BASE MESSAGE SWITCH				1,400.00	
1	MCT-SWI-INST	INSTALLATION OF BASE MESSAGE SWITCH		2,800.00			
1	MCT-IMPL	MOBILE IMPLEMENTATION SERVICES				7,000.00	
1	MFR-MNT-TRN	MOBILE FIELD REPORTING MAINTENANCE TRAINING	1,280.00				
1	MCT-TTT-TRN	MCT TRAIN THE TRAINER TRAINING	5,120.00				
1	MFR-TTT-TRN	MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING	8,960.00				
1	MFR-INST	INSTALLATION MOBILE FIELD REPORTING		2,800.00			
1	MFR-IMPL	IMPLEMENTATION FOR MOBILE FIELD REPORTING				2,800.00	
1	MCT-ADD-TRN	MCT & MFR ADD ON MODULE USER TRAINING	1,280.00				
		RMS SERVICES					
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS			19,680.00		
1	RMS-INST	BASE RMS SOFTWARE INSTALLATION CHARGES		7,000.00			
1	RMS-MNT-TRN	RMS MAINTENANCE TRAINING	6,400.00				
1	RMS-IMPL	BASE RMS SOFTWARE IMPLEMENTATION CHARGES				14,920.00	
1	RMS-TTT-TRN	RMS TRAIN THE TRAINER TRAINING	11,520.00				
1	RMS-ADD-TRN	RMS ADD-ON MODULE USER TRAINING	5,760.00				
1	RMS-IMPL	BASE RMS SOFTWARE IMPLEMENTATION CHARGES - ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS				2,500.00	
		INTERNET IMPLEMENTATION SERVICES					
1	INT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			1,920.00		
1	INT-OPS-INST	OPCENTER INSTALLATION		2,800.00			
1	INT-OPS-TRN	OPCENTER TRAINING	1,280.00				
1	INT-P2C-INST	POLICE 2 CITIZEN INSTALLATION		4,200.00			
1	INT-P2P-USR-TRN	P2P USER TRAINING	520.00				
		CONVERSIONS					
1	RMS-DATACNV-HTE	DATA CONVERSION FROM HTE					27,000.00
1	RMS-DATACNV-HTE	DATA CONVERSION FROM FIELD REPORTING					20,500.00
1	CAD-DATACNV-HTECAD6	DATA CONVERSION FOR HTE CAD 6					5,250.00
			$ 61,320.00	$32,550.00	$ 46,400.00	$ 47,500.00	$ 62,750.00
		Subtotal:					$ 250,520.00
		CREDIT[3]					$ (115,332.00)
		TOTAL SEERVICES FEE					$ 135,188.00

Qty	Part #	Custom Modifications	Custom Modification Fee
1	RMS-CUST-MOD	RMS CUSTOM MODIFICATIONS - ACCIDENT SUBMISSION INTERF/	5,000.00
	DISCOUNT	DISCOUNT - 100%	5,000.00
		Total Custom Modification Fee	**0.00**

Notes to Services Table:

[1] Pricing is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Agreement. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current list price rates for the services at issue.

[2] Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services. Costs for travel and expenses will be capped at $20,645. This price is a "not to exceed" amount based on the Services selected by Customer at the time of the execution of this Agreement. The amount listed above will change if additional services are necessitated by changed to the scope of the project, or if Customer chooses additional services, software, or hardware following the execution of this Agreement, or if Customer fails to fulfill its duties as outlined in this Agreement.

[3] Upon execution of this Agreement, SunGard Public Sector and Customer have agreed that the Add-On Quote executed between the parties hereto dated May 20, 2009 is terminated (the "CAD400 Agreement"; SunGard contract # DECA-090553) with no further obligation on the part of either party under the CAD400 Agreement. Customer has paid the amounts of $115,332 towards license fees, training services, implementation services, and project management fees under the CAD400 Agreement. In consideration for this Agreement, SunGard Public Sector is applying the credit in the amount of $115,332 towards the purchase of the Services listed above resulting from the termination of the CAD400 Agreement.

PAY AGENCY PRODUCTS:

Qty.	Part #	Pay Agency Products	Hardware & Software	Services	Initial Annual Maintenance
		None			
		Pay Agency Products Totals			

SUMMARY OF COSTS

	Price
Services	$ 135,188.00
Total	**$ 135,188.00**

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

The amounts noted above shall be payable as follows:

Installation: On invoice, upon completion.

Project Management: 100% on the Execution Date.

Training Fees: On invoice, as incurred.

Conversion Fees: 100% on the Execution Date

Implementation Services Fee: 50% on the Execution Date; 50% on invoice, upon completion.

EQUIPMENT: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard Public Sector supports the Software. Customer acknowledges that certain Component Systems of the Software may require specific host or client configurations. Customer, as soon as reasonably practicable, will provide a detailed written description of the Equipment so that SunGard Public Sector can confirm that it is a configuration on which SunGard Public Sector supports use of the Software.

NOTICE: To use any of the Software, Customer must also obtain, install on the Equipment and maintain SunGard Public Sector-supported versions of certain software products and software/hardware peripherals. By this notice, SunGard Public Sector is advising Customer that Customer should consult with its SunGard Public Sector Professional Services representative to obtain a written listing of such necessary software products and software/hardware peripherals. General Project Conditions are as follows:

GENERAL PROJECT CONDITIONS

General Project Conditions - Applies to Entire Project

Item 1: This Agreement is based on the assumption that a Windows 2000 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation.

Item 2: The Customer shall provide a certified TCP/IP network with all communications equipment and any other required components. The cabling of this network, installation of punch down panels, hubs, routers, etc. will be the responsibility of the Customer. Additionally, the Customer is responsible for acquiring software that is needed for monitoring and maintaining the network.

Item 3: SunGard Public Sector always recommends the highest performance connection for all LAN and WAN connections. Listed below are SunGard Public Sector's recommendations in order of highest throughput:

a. 1 Gb CAT5 (LAN) or Fiber (WAN)
b. 100 Mb CAT5 (LAN) or Fiber (WAN)
c. 10 Mb CAT5 (LAN) or Fiber (WAN)
d. Line of Site Technology

Item 4: If applicable, all RMS/JMS Workstations must be connected to a 10 Mb/sec or faster TCP/IP LAN. SunGard Public Sector recommends a 100 Mb/sec Switched LAN for optimum performance.

Item 5: If applicable, all CAD Workstations must be connected to a dedicated 100 Mb/sec switched TCP/IP LAN.

Item 6: The Customer is responsible for the physical placement of all CAD and/or RMS/JMS workstations and certifying that they are operational on the Customer's network. SunGard Public Sector will load our CAD and/or RMS/JMS software on up to five (5) CAD and/or RMS/JMS workstations and train the Customer on the loading process.

Item 7: SunGard Public Sector's CAD Application Software interfaces with the E911 telephone switch via an RS-232 Serial Cable. The Customer must provide this cable (with accurate pin-outs) to connect their E911 ALI Controller's CAD Port to the SunGard Services Workstation's serial port. The maximum length of this cable is 50 feet. In the event that a single CAD Server is servicing multiple communication centers (one CAD Server and multiple E911 ALI sources), a SunGard Public Sector Services Workstation will be required for each PSAP for proper ALI functionality. The Customer must also provide SunGard Public Sector with accurate ALI interface data formats from their E911 Vendor.

Item 8: In acquiring SunGard Public Sector's Message Switch and Mobile Software, the Customer is responsible for all of the associated costs for wireless, WAN and LAN communication with the local provider/State/NCIC networks. This may include the following:

i. Dedicated Line
ii. Any encryption to meet State and FBI requirements
iii. DSU to State
iv. Any wireless carrier charges and setup
v. Any installation Charges
vi. Recurring charges or costs
vii. Surcharges by the State

Item 9: The Customer shall implement an Uninterruptible Power Supply (UPS) system for all servers and all CAD workstations. This can be at the machine level or at the site level. SunGard Public Sector recommends the use of an enterprise level Master UPS and external generator for full power backup.

Item 10: SunGard Public Sector software is designed for use with laser jet printers for report output in order to utilize the wider margins available. Report output on non-laser printers (inkjet, dot-matrix, etc.) may be adequate, but is not guaranteed by SunGard Public Sector.

Item 11: Virtual Environment Platform

Infrastructure Overview.
The server hardware may be made up of physical servers, virtual servers (using VMware ESX), or a combination of the two, provided, however, that following conditions apply.

Customer and VMware are responsible for selecting the appropriate VMware application software and solution.

VMware supports a set of certified operating systems and hardware. Customer and VMware are responsible for any interactions and/or issues that arise at the hardware or operating system layer as a result of their use of VMware.

The use of a VMware virtual machine adds software overhead, which may impact performance or scalability. Any statements made by SunGard Public Sector on expected product performance on a hardware platform cannot be interpreted to apply to a virtual machine running on the same hardware platform. Customer must allocate at least an equivalent amount of virtualized resources to the OSSI systems in order to address performance issues. The VMware organization can provide information on how to tune your environment to maximize the performance within a virtual machine. If a performance issue is reported, the VMware layer, as well as the software, will be suspect in the research. Any research required on the VMware performance will be the responsibility of the Customer.

SunGard Public Sector will use commercially reasonable efforts to investigate potential issues with OSSI software running in conjunction with VMware. Where issues are confirmed to be unrelated to the VMware software, SunGard Public Sector will support its software in a manner that is consistent with support provided when that software is running natively under the host operating system.

Required and/or optional software vendors may not support VMware software. These vendors may require the issue to be reproduced independently from VMware software.

DESCRIPTIONS:

Part Number: CAD-T3
Description: BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3
Long Description: Computer Aided Dispatch Includes:
- Single-Jurisdictional CAD for Police, Fire, and/or EMS
- Call Taking and Dispatching Functions
- Tabular Geo-File Subsystem (without maps)
- Business and Sites Subsystem
- Unit Recommendation Subsystem
- Premise/Alert and Hotspots Subsystems
- Four (4) Call Taker/Dispatcher Console Licenses

Part Number: CAD-E911
Description: E911 INTERFACE MODULE
Long Description: The E911 Interface allows SunGard Public Sector's CAD to communicate to the E911 controller's ANI/ALI serial port.

The Customer must provide an RS232/serial cable (with accurate pin-outs) from their E911 ANI/ALI controller's CAD port to the CAD server's serial port. The Customer must also provide SunGard Public Sector with accurate ANI/ALI interface data formats from their E911 vendor that defines the data stream characters and their stop and start positions.

Part Number: CAD-MAP
Description: FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE
Long Description: First OASIS Map Display and Map Maintenance Software License for a CAD Workstation Includes:
- Pin Mapping of Calls for Service Data
- Map Editing and Maintenance software (training not included)
- Map Display for One Workstation

This does not include any GIS data, related attribute data, ortho photography or digitizing services. Should the Customer elect to maintain their maps with OASIS, they should use this license exclusively as a map editor and not as a CAD display license. Therefore, another CAD Map Display license would be required for the first CAD workstation.

Part Number: CAD-MAPD
Description: ADDITIONAL CAD MAP DISPLAY LICENSE
Long Description: An additional license, in addition to the number of map console licenses in the base CAD system, is required for each additional call taker and dispatch console/workstation to display maps with SunGard Public Sector's CAD system. Each license represents one workstation, not concurrent user.

Part Number: CAD-CON
Description: ADDITIONAL CAD CONSOLE LICENSE
Long Description: An additional license, in addition to the number of console licenses in the base CAD system, is required for each call taker and dispatch console/workstation to operate SunGard Public Sector's CAD system.

Part Number: MCT-MIS
Description: LAN CLIENT LICENSE FOR MESSAGE SWITCH
Long Description: A client license is required for each CAD, RMS or JMS workstation connected to the Customer's LAN or WAN to access SunGard Public Sector's Message Switch.

The Message Switch Client provides the following functions:
- Workstation-to-workstation messaging
- Mobile-to-workstation messaging (if mobile applications are licensed)
- SunGard Public Sector's standard State/NCIC queries

Part Number: CAD-INT-PVI
Description: CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE
Long Description: SunGard Public Sector (OSSI) supports interfacing with Pictometry® Visual Intelligence (PVI) mapping. This Interface allows the Computer Aided Dispatch (CAD), CAD Resource Monitor (CRM), or Mobile Communications Terminal (MCT) to pass coordinate information to the PVI application. The PVI application then processes and displays the appropriate PVI color aerial photo's of the location. The PVI application provides multiple oblique angle views of a specific location. This means that the photos are shot at an angle instead of the traditional straight down photo. The PVI application allows the user to measure and analyze any visual object in the PVI photo (homes, buildings, fire hydrants, etc). This information can then be used for strategic incident planning during a major event or for preplanning purposes.

Part Number: MCT-SWI
Description: STATE/NCIC MESSAGING SOFTWARE

Long Description: The Message Switch software includes a query interface from the SunGard Public Sector Application to the State computer system and to the FBI/NCIC system via the state system.

The Message Switch will allow for the following functions:
Workstation-to-Workstation messaging
State/NCIC query interface directly from the Data Entry window
Automatic State/NCIC query on license plates from CAD
Responses from the State will come back to the user in the message queue

The Message Switch must run on Windows 2000 Server or higher, not a Workstation, due to Client Access License limitations of the workstation. PC Anywhere and an external modem are required on the Message Switch server. The Message Switch supports basic State/NCIC queries. All State/NCIC data entry functions must be performed with state supplied software or technology.

Part Number: CAD-MJ
Description: MULTI-JURISDICTIONAL DISPATCH OPTION
Long Description: The multi-jurisdictional dispatch option allows SunGard Public Sector's CAD system to dispatch for multiple jurisdictions.

Part Number: CAD-FIREHOUSE
Description: FIREHOUSE RMS INTERFACE
Long Description: The Firehouse interface allows CAD to provide Firehouse software a one direction transfer of data for call incident number, units and associated times. SunGard Public Sector's CAD creates tables within a specified directory which Firehouse may then import into their application. Firehouse application software does not provide any data to CAD.

Part Number: CAD-MRM
Description: CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS
Long Description: CAD Resource Monitor (CRM) with maps is a limited read only version of CAD that allows the Customer to view CAD activity and various calls for service reports. CRM requires that the workstation be connected to minimally a 100 MB LAN. The quantity of one (1) means one workstation software license. To have this product with mapping functionality, base CAD maps must be operational with SunGard Public Sector's CAD System.

Part Number: CAD-PROJ-MGNT
Description: CAD PROJECT MANAGEMENT
Long Description: CAD project management includes professional services from SunGard Public Sector for project coordination and project management. The project management fee also includes coordinating with the Customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the Customer.

Part Number: CAD-INST
Description: BASE CAD SOFTWARE INSTALLATION
Long Description: The CAD installation includes the installation of SunGard Public Sector's standard CAD application software on the Customer's server(s). This price includes the configuration of up to three (3) CAD workstations on the Customer's LAN for SunGard Public Sector's application software. SunGard Public Sector prefers the CAD server(s) to be shipped to SunGard Public Sector's office in High Point, NC to provide these services.

Unless otherwise stated within the quote, the Customer will install and configure the operating system software (Windows 2000 or higher), install all 3rd party software (i.e. Veritas Open File Manager, PC Anywhere and FoxPro) on the respective file servers and workstations using SunGard Public Sector's setup configuration. Customer is responsible for installation and configuration of the Local Area Network.

SunGard Public Sector can provide an optional quote to provide the above listed services.

Part Number: CAD-IMPL
Description: BASE CAD SOFTWARE IMPLEMENTATION
Long Description: The CAD Implementation includes Quality Assurance, Audits, and Go Live Assistance.

QA services to assist with the CAD implementation.

Review Customer's data at SunGard Public Sector's office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their CAD support files.

Three (3) SunGard professionals (1 QA, 1 Training, and 1 Technical Services) to be on-site when the base CAD System goes live as determined by the project plan.

Part Number: CAD-MAP-CONV
Description: MAP BASED GEOFILE GENERATION
Long Description: This service includes:
" Programming and consulting services to assist the customer in generating the initial CAD Geo-File centerline in SunGard Public Sector's proprietary (OASIS) format.
" Programming and consultation services to assist the customer in generating the initial polygon and general view layers in SunGard Public Sector's proprietary (OASIS) format.

" Programming and consultation services to assist the customer in generating an ortho photography layer. Ortho photographs are aerial pictures that can be displayed as a mapping layer. SunGard Public Sector will assemble the ortho tiles and create a reference database file that will be used by the SunGard Public Sector product line. SunGard Public Sector will install the ortho's on the clients CAD Server. Accepted ortho files formates are SID, TIFF, JPG and BMP. The customer is responsible for providing ortho source files to SunGard Public Sector.
" SunGard Public Sector will perform three (3) detailed reviews of the customer's centerline data at SunGard Public Sector's office during project implementation. The objective of this review is to identify suspicious data elements in the customer's centerline that may be of issue when used with CAD. Examples include missing ranges, overlapping addresses, reversed ranges, etc. The customer is provided with a summary report and supplemental Excel reports that help identify the suspicious data. These audits are only a tool to be used by the customer and are not intended to be a substitute for customer data testing and verification. Audits occur at 10%, 50% and 90% of project completion. Additional requested audits are subject to additional professional charges.

Special Notes
" SunGard Public Sector supports converting ESRI E00, ESRI Shape or MapInfo source data.
This service assumes the customer provides SunGard Public Sector all required GIS layers and associated data elements (attribute data) and that SunGard Public Sector is not required to provide any digitizing services. This is an estimate of the services needed, to determine the final conversion costs SunGard Public Sector would need to first evaluate the customer's GIS data.
" All delays in the project caused by defects of data will be the sole responsibility of the Customer. SunGard Public Sector shall not assume any liability for any and all errors associated with the converted GIS resources.
" The customer is responsible to correct all errors and ensuring the accuracy of all GIS provided data.
" The customer is responsible to digitize all required map layers to support the public safety GIS-based CAD and RMS subsystems.
" The customer is responsible for the validation of all map line work, attribute information and related data as well as providing resources to field verify all of the GIS data.

NOTICE OF SUNGARD PUBLIC SECTOR'S DEPENDENCY ON CUSTOMER'S GIS DEPARTMENT:
SunGard Public Sector's ability to provide conversion services relating to Geographic Information System (GIS), maps or geographic analysis, etc. is contingent on the Customer providing SunGard Public Sector with the resources and data defined in SunGard Public Sector's CAD Map Resource Guide that is
incorporated into this agreement as an Exhibit.

The Customer shall provide SunGard Public Sector with a centerline file that contains the following: Block ranges (address ranges are required)
Street names
Street prefixes
Street suffixes
Jurisdiction/City Code
X/Y Coordinate Pairs for each street segment (referred to as ARCS by ARCINFO)

The Customer is responsible for the accuracy of the street inventory and for the accuracy of all attribute data associated with street segments. Examples of such accuracy include:
Missing streets
Missing street segments
Missing intersections
Errors in street names, street prefixes, street type, etc.

Part Number: CAD-MNT-TRN
Description: CAD MAINTENANCE TRAINING
Long Description: Training for key personnel and system administrators (4-6 people max.) responsible for system configuration (including setting codes to reflect agency business practices) and maintenance. Class duration = up to 5 days.

SunGard Public Sector recommends scheduling this training at company headquarters in High Point, NC. If Customer requests on-site training, the Customer is responsible for setting up a suitable training environment following guidelines provided by SunGard.

Part Number: CAD-USR-TRN
Description: CAD USER TRAINING
Long Description: Training for end-users (10 people max.) on base CAD. Topics include navigation, call-processing, dispatching, searching, and reporting. Class duration = up to 10 days.

Part Number: MCT-BMS-T3
Description: BASE MOBILE SERVER SOFTWARE UP TO 75 WORKSTATIONS
Long Description: Server license of SunGard Public Sector's Mobile Server Software to support up to 75 Mobile Units registered on the Message Switch (not concurrent mobile users). Mobile Server processes all mobile inquiries to SunGard Public Sector's CAD and RMS databases.

Part Number: MCT-CLIENT
Description: MCT CLIENT - DIGITAL DISPATCH
Long Description: Workstation license for the application software for the mobile unit allows the unit to receive and transmit digital (silent) dispatching, car-to-car and car-to-console messaging, premises and call information, magstripe reading (where available), perform local, State and NCIC queries, and receive search information and mugshots from RMS.

Any additional hardware must be purchased separately.

Part Number: MCT-MFR-REV-T3
Description: REVIEW MODULE FOR FIELD REPORTING UP TO 75 WORKSTATIONS
Long Description: The Field Review Module allows officers to submit reports wirelessly (via the RF Network) for supervisor review. The supervisor may then approve the report or deny the report and return the report (via the RF Network) to the officer for correction. Once approved, the reports are wirelessly submitted to the agency's RMS.

This module supports up to 75 Mobile Units registered in the Message Switch (not concurrent mobile users).

Part Number: MCT-MFR-OFF
Description: MFR CLIENT - BASE INCIDENT/OFFENSE
Long Description: The Incident/Offence Module provides the ability for officers to enter Incident Reports, Supplement Reports and Field Contacts on the mobile unit. Officers can also perform basic IBR or UCR edits on Incident Reports. The Module provides a notes field in each Module (Incident, Supplements and Field Contacts) to capture narrative.

Part Number: MCT-MAP
Description: MCT CLIENT - MAPS
Long Description: Provides the ability for officers to view maps, automatically display the location of a CAD event, and view multiple layers of the same map available in CAD. Maps also allow officers the ability to pin map mobile search results.

This module is a prerequisite for SunGard Public Sector's Automatic Vehicle Locator (AVL) Module.

Part Number: MCT-MFR-ACC
Description: MFR CLIENT - ACCIDENT REPORTING
Long Description: Allows officers using SunGard Public Sector's Mobile product to prepare traffic crash reports in the field. Accident diagram capability may be added by purchasing SunGard Public Sector's crash wizard and Microsoft Visio.

Part Number: MCT-INT-FHS
Description: MCT INTERFACE TO FIREHOUSE
Long Description: OSSI MCT supports the ability to request Occupancy data from within the FireHouse® package. The objective of this interface is to give MCT units access to specific occupancy data stored in FireHouse Software® while responding to emergencies. Units will be provided with critical real time preplan data while en route and on scene.

Part Number: MCT-MFR-MBLN-CLIENT
Description: MFR CLIENT- MOBLAN VERSION
Long Description: Provides the ability for the officer to enter Incident Reports, Supplement Reports, Field Contacts and Supervisory Review on the agency's RMS LAN. Officers can also perform basic IBR or UCR edits on Incident Reports. The Module provides a notes field in each module (Incident, Supplements and Field Contacts) to capture the narrative and also provides spell check capability.

Part Number: MCT-AVL-CLIENT
Description: MCT CLIENT - AVL
Long Description: SunGard Public Sector's Automatic Vehicle Locator (AVL) software for the mobile computer allows the user to have a "moving map display" in the vehicle and transmit their location back to CAD. CAD users are able to display and track vehicles equipped with SunGard Public Sector's AVL.

Part Number: MCT-AVL-HOST
Description: AVL SERVER HOST LICENSE
Long Description: This is the CAD Server License of SunGard Public Sector's Automatic Vehicle Locator (AVL) software.

Part Number: MCT-AVL-CAD
Description: CAD CLIENT AVL LICENSE
Long Description: SunGard Public Sector's Automatic Vehicle Locator (AVL) software for the CAD workstation allows the communicator to view/track/find mobile units in the field. This product requires that the customer purchase maps.

Part Number: MCT-PROJ-MGNT
Description: PROJECT MANAGEMENT SERVICES
Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. Includes coordinating with the Customer's Project Manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the Customer.

Part Number: MCT-AVL-SERV
Description: AVL INSTALLATION AND TRAINING
Long Description: One day on-site for installation and training of AVL. Training includes instruction for system administrators (4-6 people max.) on setting up and maintaining AVL, as well as instruction for end-users (10 people max.) on using the application.

Part Number: MCT-BMS-INST
Description: INSTALLATION OF BASE MOBILE SERVER SOFTWARE
Long Description: Installation of the base mobile server software includes configuration, setup, and testing on Customer's server for mobile applications.

Technical services for server build, ensure communications are working, connect to the message switch, and configure with mobile communications.

QA services for application support and configuration to other applications.

Also includes Maintenance Training and the installation of the digital dispatch/Mobile Field Reporting application software on up to five (5) mobile computers.

Part Number: MCT-SWI-IMPL
Price: $1400
Description: IMPLEMENTATION OF BASE MESSAGE SWITCH
Long Description: One (1) day of technical services to configure for State Access and to conduct Maintenance Training.

Part Number: MCT-SWI-INST
Description: INSTALLATION OF BASE MESSAGE SWITCH
Long Description: Installation and setup of SunGard Public Sector's Base Message Switch application software.

The Message Switch must run on Windows 2000 Server or higher.

Part Number: MCT-IMPL
Description: MOBILE IMPLEMENTATION SERVICES
Long Description: SunGard Public Sector technical services for MCT system/data verification after the system administrator training and the code tables are built. This includes a SunGard Public Sector representative on site the day MCT goes live.

Includes on-site Technical Services; QA testing prior to user training; and on-site go-live.

Part Number: MFR-MNT-TRN
Description: MOBILE FIELD REPORTING MAINTENANCE TRAINING
Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include setting up the MFR application on the server and laptops, report submission and approval, and key interactions with RMS. Class duration = up to 1 day.

Part Number: MCT-TTT-TRN
Description: MCT TRAIN THE TRAINER TRAINING
Long Description: Four (4) days of on-site training assistance designed to prepare agency training staff for conducting MCT User Training. OSSI Training Specialist provides one (1) day of set-up, one (1) day of instruction on MCT followed by two (2) days of consulting, including observing and providing feedback to agency trainers.

Part Number: MFR-TTT-TRN
Description: MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING
Long Description: Seven (7) days of on-site training and assistance designed to prepare agency training staff for conducting MFR User Training. OSSI Training Specialist provides one (1) day of set-up, three (3) days of instruction on MFR followed by three (3) days of consulting, including observing and providing feedback to agency trainers.

Part Number: MFR-INST
Description: INSTALLATION MOBILE FIELD REPORTING
Long Description: Two (2) days of QA services to install and configure OSSI MFR. Includes install and configuration of add on modules.

Part Number: MFR-IMPL
Description: IMPLEMENTATION FOR MOBILE FIELD REPORTING
Long Description: QA services to test OSSI MFR.

Part Number: MCT-ADD-TRN
Description: MCT & MFR ADD ON MODULE USER TRAINING
Long Description: Training for MCT and MFR Add-on Modules to include:

One (1) day of Accident Reporting

Part Number: RMS-BASE-75
Description: BASE RECORDS MANAGEMENT SYSTEM - 75 WORKSTATION
Long Description: SunGard Public Sector's Client Server Version of RMS (requires Microsoft's Windows 2000 Server or higher) includes:

Incident/Offense Module
CrimeMatch Reporting
Arrest Module
Warrants Module
UCR Property Management
Master Name Module
Master Vehicle Module

Master Location Module (Requires either tabular or GIS-based Geo-File Module be Licensed)
Case Management Module
Daily Bulletin
Employee Demographics Module
Off Duty Employment Tracking Module
Standard Traffic Citation Module
Standard Traffic Warning Module
Miscellaneous Cash Receipts Module
State Specific IBR or UCR Reporting Module
Field Contact Module

Part Number: RMS-MJ
Description: MULTI-JURISDICTIONAL RMS OPTION
Long Description: This allows SunGard Public Sector's Records Management System to store and retrieve records for multiple jurisdictions using one server.

Part Number: RMS-MAP-75
Description: RMS MAP DISPLAY AND PIN MAPPING LICENSE - 75 WORKSTATION
Long Description: Provides the ability to pin map locations from SunGard Public Sector's PISTOL Records Management System searches and view multiple layers. Requires Mapping Geo-file generation and a license of the first map view. This requirement may be filled by mapping from CAD.

Part Number: RMS-CA
Description: CRIME ANALYSIS MODULE
Long Description: The Crime Analysis Module provides the ability to pin map events from one or more OSSI RMS application modules simultaneously and identify high crime areas within defined geographic polygon regions. This product includes several forecasting and time series tools. These features will provide agencies with powerful investigative information that can save personnel hours and assist in identifying resource deployment strategies based upon historical events.

Site license for Crime Analysis (pin mapping multiple modules, Time Analysis and ComStat).

Part Number: RMS-ACCIDENT-5
Description: BASIC ACCIDENT MODULE - 5 WORKSTATION
Long Description: The Accident Module provides the ability to capture basic crash related data elements and crash diagrams from accidents and replicate the information to the state specific form for printing.

Part Number: RMS-P&E-5
Description: PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION
Long Description: Includes software to track and keep inventory of property stored in an evidence environment. The software is bar code compliant; however, bar code software and hardware is not included.

Part Number: RMS-BAR HOST-5
Description: BAR CODING SERVER LICENSE - 5 WORKSTATION
Long Description: Bar-Coding Host allows client to communicate to host server and with the Property and Evidence module.

Part Number: RMS-BAR-CLIENT
Description: BAR CODING HAND-HELD CLIENT LICENSE (EACH)
Long Description: SunGard Public Sector's Bar-coding Client Software allows for the following business functions:
Batch processing, including transfers, dispositions, chain of custody transactions and inventory functions.
License is per workstation.

Part Number: RMS-NTF-75
Description: NOTIFICATION MODULE - 75 WORKSTATION
Long Description: The Notification module allows a user to create system rules that will notify a list of recipients when certain data related activities have occurred within RMS. Such activities might include a person viewing a record, changing a specific data element on a record, or a entering a new record into the system. Along with an optional audible alert, notification 'hits' will be displayed on the recipients' desktop at login and at user defined intervals during the user session. This module requires an additional day of training.

Part Number: RMS-WIZ-CLIENT
Description: ACCIDENT WIZARD WORKSTATION LICENSE
Long Description: This provides the accident drawing wizard per workstation license. Visio 2000 standard edition or higher is required on each workstation or laptop.

Part Number: RMS-WIZ-BASE
Description: ACCIDENT WIZARD BASE SERVER LICENSE
Long Description: This provides the Accident Drawing Wizard Server License. This module is required to provide the ability to use the wizard on any workstation, mobile or on the LAN.

Part Number: RMS-CUST-MOD
Description: RMS CUSTOM MODIFICATIONS - ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS

Long Description: SunGard's electronic accident submission interface for Illinois will submit accidents from SunGard's RMS to the state of Illinois in the state provided XML format. This submission takes place on a daily basis. The customer is responsible for providing the network connectivity to the state of Illinois. ***All costs provided by SunGard regarding new development or modifications are costs for SunGard Public Sector's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard Public Sector's pricing.***

Part Number: RMS-PROJ-MGNT
Description: PROJECT MANAGEMENT FOR RMS
Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the customer.

Part Number: RMS-INST
Description: BASE RMS SOFTWARE INSTALLATION CHARGES
Long Description: Includes setting up the server with OS and appropriate databases. Also includes the installation of the base OSSI RMS and OSSI P2P application software on the server. This service also includes the configuration of up to five (5) RMS workstations for the RMS application software once on site and operational within the Customer's network. SunGard will train the system administrator on this procedure so that they are self-sufficient in this area and they can install the software on the remaining workstations.

Part Number: RMS-MNT-TRN
Description: RMS MAINTENANCE TRAINING
Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include selecting application settings and building code tables. Class duration = up to 5 days.

SunGard Public Sector recommends scheduling this training at company headquarters in High Point, NC. If Customer requests on-site training, the Customer is responsible for setting up a suitable training environment following guidelines provided by SunGard.

Part Number: RMS-IMPL
Description: BASE RMS SOFTWARE IMPLEMENTATION CHARGES
Long Description: This includes Audit, Support during implementation, and Go Live Assistance.

Review Customer's data at SunGard Public Sector's OSSI office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their RMS support files.

QA support for assistance with implementation.

Two (3) SunGard professionals (1 QA, 2 Training) to be on-site when the base RMS System goes live as determined by the project plan.

Part Number: RMS-TTT-TRN
Description: RMS TRAIN THE TRAINER TRAINING
Long Description: Nine (9) days of on-site training and assistance designed to prepare agency training staff for conducting RMS User Training. OSSI Training Specialist provides 4 days of instruction on RMS followed by 4 days of consulting, including observing and providing feedback to agency trainers, and 1 day for set-up.

Part Number: RMS-ADD-TRN
Description: RMS ADD-ON MODULE USER TRAINING
Long Description: Training for Add-On OSSI RMS Modules to include:

1 day for Crime Analysis
1 ½ days for Property and Evidence
2 days for Accident Module

Part Number: RMS-IMPL
Description: BASE RMS SOFTWARE IMPLEMENTATION CHARGES -ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS
Long Description: This includes Audit, Support during implementation, and Go Live Assistance.

Review Customer's data at SunGard Public Sector's OSSI office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their RMS support files.

QA support for assistance with implementation.

Two (3) SunGard professionals (1 QA, 2 Training) to be on-site when the base RMS System goes live as determined by the project plan.

Part Number: INT-OPSRMS
Description: OPS RMS

Long Description: OpsRMS is a browser-based application that provides remote view-only access to the Customer's SunGard Public Sector Records Management System. The application provides a secure method for a Customer to search names, vehicles and incidents.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard Public Sector's Technical department will provide server specs and pricing as needed.

Part Number: INT-OPSCAD
Description: OPS CAD
Long Description: OpsCAD is a browser-based application that provides remote view-only access to the Customer's SunGard Public Sector Computer Aided Dispatch system. The application provides a secure method for the Customer to view open/active calls, available/active units, and search event history. If the Customer's SunGard Public Sector CAD system has maps, then the active calls can be displayed graphically on a remote map.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard Public Sector's Technical department will provide server specs and pricing as needed.

Part Number: RMS-P2P
Description: POLICE TO POLICE INTERNET DATA SHARING
Long Description: SunGard Public Sector's OSSI Police to Police (P2P) application is a browser-based solution that enables public safety agencies to share information from their

Records Management System while maintaining complete control over their own RMS.

Currently, this functionality includes:

Base Name Query
Base Incident Query
Base Pawn Query
Base Vehicle Query
Base Property Query
Mugshots with Line-ups
Basic first-level involvements plus detail page views of many involvements

Each Site must provide the following:

Each site must have a firewall that is approved by SunGard Public Sector.
Each site must have a constant Internet connection to a Windows 2000 Workstation or Server (minimum 256kbps Bandwidth), not a dial-up to host their data.
Each site must provide PCAnywhere access to the desktop of the server above for SunGard Public Sector to support via the Internet.

Part Number: INT-P2C
Description: Police 2 Citizen
Long Description: Police to Citizen (P2C) is an Internet based application for citizens to search information posted by the agency. Citizens can search accident reports, view daily bulletin and missing persons, view the Customer's calendar of events, and report basic incidents. This application is easily customizable to the Customer's preference, allowing the agency to quickly change graphics and the information that is displayed on the portal.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard Public Sector's Technical department will provide server specs and pricing as needed.

Part Number: INT-PROJ-MGNT
Description: PROJECT MANAGEMENT SERVICES
Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the customer.

Part Number: INT-OPS-INST
Description: OPCENTER INSTALLATION
Long Description: Includes one day of installation for SunGard Public Sector's OpCenter application.

Part Number: INT-OPS-TRN
Description: OPCENTER TRAINING
Long Description: Training for end-users (up to 10 people) on OpCenter. Topics include viewing CAD and/or RMS data. Class duration = up to 1 day.

Part Number: INT-P2C-INST
Description: POLICE 2 CITIZEN INSTALLATION
Long Description: Includes the installation of SunGard Public Sector's Police to Citizen (P2C) application on the P2C server.

Part Number: INT-P2P-USR-TRN
Description: P2P USER TRAINING
Long Description: Training for end-users (up to 10 people) on P2P. Topics include submitting and viewing results of queries, as well as key interactions with RMS. Class Duration = up to 4 hours.

Part Number: RMS-DATACNV-HTE
Description: DATA CONVERSION FROM HTE
Long Description: SunGard will convert data from the following CRIMES modules to the corresponding OSSI RMS module:

Master Names
Incident
Adult and Juvenile Arrest
Evidence
Field Interview
Citation
Accident

In addition, SunGard will convert Customer's CAD calls for service records to the RMS Calls for Service Module.

The specific scope of services will be controlled by the terms of a separately executed statement of work (SOW) containing the data conversion plan.

Part Number: RMS-DATACNV-HTE
Description: DATA CONVERSION FROM FIELD REPORTING
Long Description: SunGard will convert data from the following Field Reporting modules to the corresponding OSSI RMS module

The specific scope of services will be controlled by the terms of a separately executed statement of work (SOW) containing the data conversion plan.

Part Number: CAD-DATACNV-HTECAD6
Description: DATA CONVERSION FOR HTE CAD 6
Long Description: SunGard will convert data from the following HTE CAD 400 or CAD 6 modules to the corresponding OSSI CAD module:

Call History
Sites

The specific scope of services will be controlled by the terms of a separately executed statement of work (SOW) containing the data conversion plan.

Number of Software Supplements Attached: 3

Customer is solely responsible for providing SunGard Public Sector with accurate and complete data in connection with any Component Systems and SunGard Public Sector services relating to Geographic Information Systems ("GIS"), maps or other geographic analysis.

Customer must provide SunGard Public Sector with accurate GIS resources and accurate data in an ASCII EOO format file or Shape (SHP) format file for street centerlines containing:

- Block ranges (**address ranges are required**)
- Street names
- Street prefixes
- Street suffixes
- Jurisdiction/City Code
- X/Y Coordinate pairs for each street segment (referred to as "ARCS" by ARCINFO)

Customer, and not SunGard Public Sector, is solely responsible for the accuracy of Customer's street inventory and all attribute data associated with street segments. Common data errors and inaccuracies include:

- Missing streets
- Missing street segments
- Missing intersections
- Errors in street names, street prefixes and street type

Without limiting Customer's obligation to provide accurate data, SunGard Public Sector will return to Customer a list of the logical errors discovered by SunGard Public Sector when Customer's street inventory and attribute data are reviewed by SunGard Public Sector's editing/data validation utility tool ("Validation Tool"). The Validation Tool checks for the following logical errors:

- Address range undershoots
- Address range overshoots
- Missing street names
- Missing street ranges

Customer, and not SunGard Public Sector, is solely responsible for correcting all errors and ensuring the accuracy of all GIS provided data. Customer is additionally responsible to digitize all required map layers to support the Public Safety GIS-based CAD and RMS subsystems.

DATA ACCESS SUBSCRIPTION SUPPLEMENT

1. Additional Definitions.

"Agency" means any law enforcement organization that hosts an Agency Database on its own computer system and that makes its Agency Database available for query and retrieval access by other law enforcement agencies having a public service interest in obtaining the information contained on that Agency Database.

"Agency Database" means a compilation of data related to law enforcement, public safety or emergency activities, events or records, made available by an Agency for remote, electronic access. Each Agency maintains sole control over the nature and extent of access to its own Agency Databases.

"Data Sharing Network" means the combination of hardware, software and Agency Databases that enable Agencies to exchange data electronically through Internet protocols.

"Security System" means the combination of a User ID, an Agency Code and a password that uniquely identifies each individual using the Data Sharing Network, and that is required in order for such individual to obtain access to the Server and Agency Databases via the Server.

"Server" means the computer system maintained and operated by SunGard Public Sector, and through which Users obtain remote access to Agency Databases.

"User" means Customer, and includes for purposes of this Supplement the User's employees and agents on a "need to know" basis. Where the Exhibit 1 to which this Supplement is attached identifies a limitation on the number of "Sworn Officers," the term "User" shall mean only that quantity of sworn police officers or State/NCIC query-certified officers employed by User. For the avoidance of doubt, no license is deemed granted to any person meeting the definition of "User" other than Customer itself. The right that any other User acting for on behalf of Customer has pursuant to this Supplement is derivative of Customer's right of use.

2. Access Subscription to Data Sharing Network. In connection with Customer's license to use the RMS Component Systems as otherwise provided for in the Agreement, Customer, as the "User," is also obtaining a subscription to access and use the Data Sharing Network, subject to the following additional terms and restrictions:

a. For the term provided for in Section 2(b) below, Customer will have the right to access the Server to participate in and use the Data Sharing Network. Customer's subscription to use the Data Sharing Network (the "Subscription") permits Customer to send queries and to receive information from Agency Databases made available by other participating Agencies. In connection with the Subscription:;

   i. User may create on-line or printed reports of information retrieved from Agency Databases, and reproduce, reformat, print, display and distribute internally such reports, consistent with User's normal internal procedures.

   ii. Notwithstanding the foregoing, User is prohibited from copying, distributing or displaying any information obtained from the Data Sharing Network for commercial sale, redistribution, broadcast or transfer, or to otherwise use such information in breach of any duty of confidentiality or privacy; and further, User is prohibited from allowing any other person or entity from using the information in any manner that is prohibited by the terms of this Supplement.

   iii. User shall not, nor authorize or enable anyone else to, access the Server or use the Software or Data Sharing Network except as expressly permitted in this Supplement.

b. The Subscription will be co-terminus with the term during which Customer is a subscriber to "Improvements" for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement entered into by the parties on or about the Execution Date. For the avoidance of doubt, neither Customer nor any User having access to the Data Sharing Network pursuant to Customer's Subscription will have any right to access the Data Sharing Network if Customer is no longer a subscriber to Improvements for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement.

3. Security System. User has sole responsibility and liability for the use and security of all user IDs, Agency Codes and passwords provided by it to any individual. User will comply with all policies and procedures established by SunGard Public Sector from time to time related to the issuance, validation and use of individual passwords. User will promptly notify SunGard Public Sector of the identity of the individual assigned to a particular password, of the cancellation or expiration of a password, and of the loss or misuse of any password or other Security System element. All passwords are subject to cancellation or suspension by SunGard Public Sector at any time and without notice, if SunGard Public Sector has reason to believe that a password has been or is being utilized in any manner or for any purpose not expressly authorized under this Supplement.

4. Services. Each Agency Database and all information available through the Data Sharing Network is created by and is under the care, custody and control of, the individual Agencies that makes the same available to the Data Sharing Network. **SUNGARD PUBLIC SECTOR DISCLAIMS ALL RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE CONTENT OF ANY AGENCY DATABASE OR RETRIEVED INFORMATION, FOR ITS ACCURACY, COMPLETENESS OR TIMELINESS OR FOR ANY DELAY OR NON-AVAILABILITY OF THE DATA SHARING NETWORK OR ANY DATA THEREIN. USER ACCEPTS SOLE RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS AND TIMELINESS OF SUCH CONTENT, FOR ITS AVAILABILITY AND FOR ANY USE TO WHICH IT IS PUT OR RESULTS OBTAINED THEREFROM. CUSTOMER AGREES AND UNDERSTANDS THAT SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY INFORMATION USED, ACCESSED OR PLACED ON ANY AGENCY DATABASE, AND SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION THEREWITH.**

5. User Responsibilities.

a. User is responsible for procuring, installing, and operating the individual computers used to access the Server, for providing a proper physical environment and remote access for such computers, for obtaining and installing an SunGard Public Sector-approved firewall and security system, for securing a dedicated Internet connection sufficient to meet User's data access needs and for providing such training and ongoing support services for individual users.

b. User is solely responsible for adopting and maintaining procedures and security measures in connection with its use of the Data Sharing Network, any Agency Databases that it maintains, and in connection with any Agency Databases that it accesses. SunGard Public Sector has no responsibility and/or liability whatsoever for any: (1) security breaches or unauthorized access to the Data Sharing Network or to User's system, (2) interruption, delay, errors, or omissions of or in any Agency Database, or the results thereof, including (without limitation) examination and confirmation of data prior to use thereof, (3) provision for identification and correction of errors and omissions, (4) preparation and storage of backup data, and (5) replacement or reconstruction of lost or damaged data or media. User is advised to maintain alternative procedures for obtaining, as needed, information otherwise available through the Data Sharing Network.

c. User is responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any information or data obtained through the Data Sharing Network, including without limitation any confidentiality or privacy requirements.

d. User shall not permit any third party to access or use the Software provided by SunGard Public Sector, nor shall User decompile, disassemble or reverse engineer any of the Software or data structures utilized by the Data Sharing Network or permit any third party to do so.

e. User warrants and represents that it has sufficient right and authority to grant SunGard Public Sector and other users access to its Agency Databases, to cooperate with SunGard Public Sector, as necessary, in the performance of this Agreement and to authorize and permit SunGard Public Sector to perform all work required to allow the Data Sharing Network access to User's Agency Databases (if applicable according to Section 6).

6. Agency Database Sharing. As part of the Subscription, Customer, as User, agrees to make its Agency Databases available to the Data Sharing Network. User shall host such Agency Databases on its server and shall cooperate if and when SunGard Public Sector, at its sole discretion, implements minor modifications reasonably required to provide Agency Database compatibility with and accessibility to the Data Sharing Network. Notwithstanding the foregoing, this Section 6 is not applicable where User has purchased a Non-RMS (view only) license and shall not be sharing any data on the P2P network (querying data from other agencies only). Notwithstanding anything to the contrary, User grants SunGard Public Sector permission to use the information contained in User's Agency Database to demonstrate solely to other law enforcement personnel the capabilities of the Data Sharing Network for purposes of increasing the number of departments utilizing the Data Sharing Network.

PAY AGENT SUPPLEMENT

1. Additional Definitions. "Pay Agency Products" means the products and services of those vendors (in each case, a "Vendor") that are identified in an Exhibit 1 (the "Pay Agency Products").

2. Pay Agent Designation. Customer designates SunGard Public Sector as Customer's pay agent for data processing related purchases and acquisitions, for the sole and exclusive purpose of allowing SunGard Public Sector, on behalf of Customer, to make payment to each Vendor for Customer's procurement of the Pay Agency Products under the terms and conditions of agreements (each a "Vendor Agreement") to be executed and made by and between Customer and Vendor. Customer covenants and agrees that it will promptly take all actions reasonably necessary to effect such designation of SunGard Public Sector as Customer's pay agent as provided for in this Section 2; and SunGard Public Sector covenants and agrees that, promptly after receipt of payment from Customer, SunGard Public Sector will make payment to each Vendor for Customer's procurement of the Pay Agency Products.

3. Pay Agency Products Procurement. SunGard Public Sector will, as soon as reasonably practicable, obtain for Customer, as Customer's pay agent, the Pay Agency Products from the Vendor, FOB Vendor's place of business, for use by Customer in each instance pursuant to the applicable Vendor Agreement. SunGard Public Sector will remit payments made to SunGard Public Sector by Customer promptly upon customary terms for the Pay Agency Products to the Vendor on behalf of Customer. **CUSTOMER IS HEREBY ADVISED THAT VENDOR, AND NOT SUNGARD PUBLIC SECTOR, ASSUMES ALL RESPONSIBILITY FOR AND LIABILITY IN CONNECTION WITH THE PAY AGENCY PRODUCTS. SUNGARD PUBLIC SECTOR IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ARE BINDING UPON VENDOR OR TO ENGAGE IN ANY OTHER ACTS THAT ARE BINDING UPON VENDOR, EXCEPTING SPECIFICALLY THAT SUNGARD PUBLIC SECTOR IS AUTHORIZED TO REPRESENT THE FEES FOR THE PAY AGENCY PRODUCTS AS THE SAME IS PROVIDED FOR IN EXHIBIT 1 AND TO ACCEPT PAYMENT OF SUCH AMOUNTS FROM CUSTOMER ON BEHALF OF VENDOR. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE DEEMED TO HAVE TAKEN TITLE OR ANY SIMILAR RIGHT OR INTEREST IN OR OF ANY PAY AGENCY PRODUCTS IN THE CHAIN OF DISTRIBUTION TO CUSTOMER, AND TITLE OR SUCH SIMILAR RIGHT OR INTEREST IN OR TO THE PAY AGENCY PRODUCTS WILL BE DEEMED TO VEST IN CUSTOMER ONLY AS OTHERWISE PROVIDED FOR IN THE VENDOR AGREEMENT.**

4. Term of Pay Agency. SunGard Public Sector's status as Customer's pay agent will expire promptly after SunGard Public Sector remits payment of the Pay Agency Products license fee to Vendor on behalf of Customer.

5. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE PAY AGENCY SOFTWARE. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY VENDOR. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

6. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE VENDOR PURSUANT TO THIS AGREEMENT, SUNGARD PUBLIC SECTOR WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE PAY AGENCY SOFTWARE. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR OTHER DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Police Department

DATE: 5/23/2017

MEMO: 17-25

TO: The Honorable Mayor Julie Moore Wolfe
Council Members

FROM: Timothy A. Gleason, City Manager
James E. Getz Jr., Chief of Police

SUBJECT:
Resolution Authorizing Intergovernmental Agreement Establishing the Central Illinois Regional Dispatch Center

SUMMARY RECOMMENDATION: This memorandum is written to obtain consent for the City of Decatur to enter into an intergovernmental agreement to establish the Central Illinois Regional Dispatch Center for managing, staffing and equipping the Public Safety Answering Point (PSAP). The staff is in favor of signing the contract, effective from the date fully executed until termination in the manner provided by the By-Laws or until rescinded by the unanimous consent of the then current parties.

BACKGROUND: The City of Decatur has operated the PSAP also known as the Emergency Communication Center since 1994 and is where all 9-1-1 calls are answered and dispatched for Macon County. A renewal contract was executed in December 2016. The City believes the establishment of the CIRDC to operate the PSAP will provide significant public safety enhancement to the citizens of Macon County and other units of local governments located in Macon County.

PRIOR COUNCIL ACTION: Prior Council last approved a contract on December 5, 2016 allowing for the City of Decatur to be the administrator of the Emergency Communication Center and operate the PSAP.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES:
Jon Thomas, Director of the Macon County ETSB

STAFF REFERENCE: James E. Getz Jr. , Chief of Police, 217-424-2741,

jgetz@decaturil.gov; Shane G. Brandel, Deputy Chief of Police, 424-2740, sbrandel@decaturil.gov

BUDGET/TIME IMPLICATIONS: The contract has provisions for the City of Decatur for payments to the CIRDC for dispatching services. The total budget of the CIRDC will be shared by all first responders being provided dispatching services by the CIRDC.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
CIRDC/City of Decatur Intergovernmental Agreement	Backup Material
CIRDC Bi-Laws	Backup Material

RESOLUTION NO. R2017-_____

RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE CENTRAL ILLINOIS REGIONAL DISPATCH CENTER

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

Section 1. That the Intergovernmental Agreement presented to the Council herewith providing for the creation of the Central Illinois Regional Dispatch Center is hereby, received, placed on file and approved.

Section 2. That the Mayor be, and she is hereby, authorized and directed to sign said Intergovernmental Agreement on behalf of the City of Decatur.

PRESENTED and ADOPTED this 5th day of June, 2017.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE CENTRAL ILLINOIS REGIONAL DISPATCH CENTER

WHEREAS, the City of Decatur, Illinois, an Illinois home rule municipal corporation currently operates the Communication Center for the Decatur Police Department providing for emergency communications and dispatching for the City of Decatur, Macon County and other units of local governments located in Macon County, Illinois; and

WHEREAS, the signatories to this agreement ("Parties") have determined that the implementation and operation of an Enhanced 9-1-1 Emergency Telephone System provides a significant public safety enhancement to the citizens of Macon County and all local government entities; and

WHEREAS, the Parties hereto have determined that a joint Public Safety Communications system has been beneficial on an individual and mutual basis; and

WHEREAS, the Emergency Telephone System Act (the "Act") 50 ILCS 750/0.01 et. seq., permits the formation of an Emergency Telephone System Board to oversee the implementation and operation of an Enhanced 9-1-1 Emergency Telephone System by a County which imposes a surcharge for enhanced 9-1-1 emergency service; and

WHEREAS, Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, provide for the joint exercise by two or more units of local government of any power common to them; and

WHEREAS, the Parties desire to establish a Public Safety Communications Center hereinafter to be named the Central Illinois Regional Dispatch Center ("CIRDC") and an Executive Board of Directors ("Executive Board") to oversee and manage the operation of the Public Safety Communications Center and to establish operating procedures for the Executive Board;

NOW THEREFORE BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Executive Board.** There is hereby established an Executive Board which shall consist of the Macon County Board Chair or his/her designee, the Mayor of the City of Decatur or his/her designee, and a member of the community at large recommended by the Macon County Emergency Telephone System Board and approved by both of the foregoing Executive Board members. The community at large Executive Board member cannot be employed by, or serve with, the City of Decatur government or the Macon County government. The community at large Executive Board member so selected shall serve a term of two (2) years in length.

2. **By-Laws.** The Executive Board shall be subject to and shall be governed by certain By-Laws which shall be adopted by the Executive Board, together with any amendments which may be made in the manner and means provided.

3. **Voting.** Each Executive Board member shall be entitled to one (1) vote regarding all matters that come before it which require approval. Alternate, proxy, or absentee votes shall be as provided in the By-Laws. Only those members who are present at a Board meeting as provided in the By-Laws shall be permitted to vote.

4. **Participation.** Each participating unit of local government in the CIRDC, and each unit of local government which may hereafter become a participant, shall be entitled to the rights and privileges of membership and is subject to the obligations of membership, all as may be provided for in this Agreement and the By-Laws.

5. **Termination.** Any party to this Agreement may cease to be a party hereto and may withdraw from participation by providing at least three hundred sixty-five (365) days written notice to each member of the Executive Board. Any assets provided to the CIRDC by any of the Parties shall become assets of the CIRDC and will not be returned, replaced, or reimbursed for by the CIRDC upon termination or withdrawal from this agreement.

6. **Power of the Board.** The powers and duties of the Executive Board created by this Agreement shall include, but not be limited to, the following:

   A. To provide for the day-to-day operation of a Public Safety Communications Center for the public safety agencies of Macon County and any other unit of local government that hereinafter may become a member or otherwise contract for service.

   B. The budgeting and appropriation of funds for the operation of the Public Safety Communications Center. All financial records shall be available to all members.

   C. To hire and supervise an Executive Director who shall be responsible for the hiring, retention and supervision of any staff necessary for the implementation, upgrade or operation of the CIRDC. The Executive Director shall report and be responsible to the Executive Board.

   D. Establishing a process for the negotiation and approval of all contractual agreements and expenditures that pertain to employment, purchases, and services needed to operate the CIRDC.

E. The acquisition, holding, or disposing of properties for the operation of the Public Safety Communications Center.

F. The approval of the By-Laws and amendments to same.

G. The planning of any improvements or modifications to the Public Safety Communications Center.

7. **Insurance.** The CIRDC will provide necessary and required insurance including property and casualty, worker's compensation, employment practices, liability, and general liability for the CIRDC on an annual basis naming all participating units of local government as additional insureds and provide evidence of such upon request.

8. **Amendment.** This Agreement may not be amended, except by written agreement and Resolutions of all the Parties who are signatories at the time of the amendment.

9. **Duration.** This Agreement shall continue in effect until rescinded by the unanimous consent of the then current Parties, or until termination in the manner provided in the By-Laws.

10. **Enforcement.** Each member shall have the right to enforce this Agreement against any other member. If a lawsuit is filed to enforce the terms of this Agreement, the defaulting member shall pay reasonable attorney's fees as adjudicated by the Court.

11. **Effective Date.** This Agreement shall become effective when signed and properly approved by the corporate authorities of the Parties.

12. **Funding.** All member units of local government shall pay funds to the Executive Board for calls for service, dispatching, and the other services provided herein based upon a service-based funding formula unanimously agreed to by all of the Parties to this Agreement, and as further described in the By-Laws. The payments shall be determined annually at the time the annual budget for the CIRDC is approved.

13. **Severability.** If any portion of this Agreement is deemed invalid by a Court of competent jurisdiction, the remaining portions of this Agreement shall be severable from those portions deemed invalid, and remain in continued effect so long as the public purpose of providing enhanced 9-1-1 services can be maintained.

14. **Notices.** Any notices required under this Agreement or the By-Laws shall be by certified mail, return receipt requested, and shall be sent to the main administrative office of the member, and shall be deemed to be effective two (2) business days after the date it is deposited in the U.S. mail.

15. **Records.** The CIRDC shall be responsible for responding to Freedom of Information Act requests and subpoenas seeking records of the CIRDC. When practicable and advisable, the CIRDC will make reasonable attempts to consult with the Party or Parties they pertain to prior to releasing any records.

16. **Release and Indemnification**. To the extent permitted by law, each Party hereto does hereby fully and forever release and discharge and indemnify the other Parties, and the Council, Board members, Trustees, employees, officers and agents of same, in both individual and official capacities, from any and all claims, demands, damages, rights of action or causes of action, present or future, whether due to negligence or otherwise, resulting from or arising out of the compliance, or attempted compliance, by same with the terms and provisions hereof.

17. **Staffing**. The Parties agree that the employees currently employed by the City of Decatur in the Decatur Police Department Communications Center shall be offered and, if they accept, provided initial employment with the CIRDC. Those City of Decatur employees currently covered under a collective bargaining agreement shall be paid a wage in an amount equal to the wage they are earning from the City of Decatur at the time their positions are eliminated with the City of Decatur and this Agreement is implemented. In addition, CIRDC shall provide comparable benefits to these employees as provided in their employment with the City of Decatur, specifically health insurance and seniority benefits.

Those employees employed in the Decatur Police Department Communications Center who are not covered under a collective bargaining agreement, that accept employment with the CIRDC, shall be paid in an amount equal to the rate of pay provided for the highest step of an Emergency Communications Specialist as set forth in the most current City of Decatur collective bargaining agreement, along with the comparable benefits as set forth above in this Section.

Nothing in this Section or Agreement shall operate as a guarantee of any future benefit(s), future employment or continued employment or as any condition of employment except as set forth specifically herein.

18. **Signatures**. Each signator to this Agreement warrants and represents that such signator is duly authorized to execute this Agreement on behalf of the party for who the Agreement is signed. The Parties agree that this Agreement may be signed by the Parties on separate pages for convenience and that when signed constitutes a fully executed contract.

IN WITNESS THEREOF, the undersigned units of local government have set their signatures by their duly elected or appointed officials on the dates set forth below. This document may be signed in duplicated originals or counter-parts, which when taken together shall constitute one document.

CITY OF DECATUR,

By _____

Its _____

ATTEST:

_____

DATE: _____

CENTRAL ILLINOIS REGIONAL DISPATCH CENTER

BY-LAWS

ARTICLE I – PURPOSE

CENTRAL ILLINOIS REGIONAL DISPATCH CENTER ("CIRDC") is an association of units of local government, as they are defined in Article VII, Section 1, of the Constitution of the State of Illinois, 1970, and is a "public agency" as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/2, that is voluntarily established by its members pursuant to Article VII, Section 10, of the Constitution of the State of Illinois, 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. It is organized for the purpose of:

1. Providing the equipment, services, and other items necessary and appropriate for the establishment, operation, and maintenance of a joint public safety communications system for the mutual benefit of the members.

2. Providing contractual emergency communication services to other units of local government.

3. Providing a forum for discussion, study, development, and implementation of recommendations of mutual interest to its members regarding public safety communications and criminal justice, fire safety, emergency medical and telephone emergency request systems, public safety information communication and data processing systems, and other topics and projects of mutual public safety concern to its members.

ARTICLE II - MEMBERSHIP

A. Macon County and all cities, villages, fire protection districts and other units of local government that provide public safety service, that are located wholly or partly within Macon County, Illinois, or geographically adjoin the boundaries of a then existing CIRDC member, and that are permitted by the Intergovernmental Cooperation Act to contract and associate with other units of local government, are eligible for membership and participation in CIRDC.

B. A unit of local government's membership and participation in CIRDC is conditioned upon:

1. Its execution of the Central Illinois Regional Dispatch Center Intergovernmental Agreement creating and establishing CIRDC;

2. Its delivery to CIRDC of a certified copy of its Ordinance or Resolution authorizing its execution of the Central Illinois Regional Dispatch Center Intergovernmental Agreement;

3. Its agreement to be bound by CIRDC's By-Laws;

4. Its payment of an initial entry fee as determined and agreed to by it and CIRDC's then members;

5. Its continuing payment of its annual and other fees to CIRDC, and its compliance with CIRDC's Bylaws; and

6. Such other conditions as determined from time to time by the CIRDC Executive Board.

C. New member participants shall be admitted on a two-thirds (2/3) vote of the members of the Executive Board. All new members shall become liable for payment of existing debts and liabilities of CIRDC to the same extent as all then existing members. The payment of the fee required in this paragraph shall be made within thirty (30) days after the new member's admission to CIRDC, unless deferred payment is approved by a two-thirds (2/3) vote of the Executive Board. The Executive Board shall not approve deferred payment unless the new member participant's governing officials submit a Resolution that:

1. States the reasons why full payment cannot be made upon admission;

2. Requests deferral of payment for not more than one (1) year; and

3. Agrees to pay the deferred amount, with interest at a rate determined by CIRDC's Executive Board, if the request for deferred payment is approved.

D. Other entities paying contractual fees shall not be considered members of CIRDC.

ARTICLE III -ORGANIZATION

There is hereby established an Executive Board of CIRDC, an Operations Group of CIRDC, and the position of Executive Director of CIRDC.

No Executive Board member or Operations Group member shall receive a salary or compensation from CIRDC solely for serving as a member of the Executive Board or the Operations Group.

A. EXECUTIVE BOARD

1. Membership

The Executive Board shall consist of the Macon County Board Chair or his/her designee, the Mayor of the City of Decatur or his/her designee, and a member of the community at large recommended by the Macon County Emergency Telephone System Board and approved by both of the foregoing Executive Board members. The community at large Executive Board member cannot be employed by, or serve with, the City of Decatur government or the Macon County government. The community at large Executive Board member so selected shall serve a term of two (2) years in length.

2. Chair, Vice-Chair, and Secretary/Treasurer

At its annual meeting, the Executive Board shall elect one of its members to serve as a Chair, another to serve as a Vice-Chair, and another to serve as a Secretary/Treasurer. The Macon County Board Chair or his/her designee, shall serve as Chair of the Executive Board in odd numbered years, and the Mayor of the City of Decatur or his/her designee, shall serve as Chair of the Executive Board in even numbered years. The Chair shall conduct the meetings of the Executive Board. In the absence of the Chair, the Vice-Chair shall perform the duties of the Chair. Each officer elected shall assume his or her office at the close of the annual meeting.

3. Officers

The Chair, Vice-Chair, and Secretary/Treasurer of the Executive Board shall have the following duties and responsibilities.

a. Chair

The Chair shall:

i. Oversee all business and affairs of CIRDC;

ii. Execute any documents as authorized by the Executive Board or these By-Laws;

iii. Perform all duties incidental to the office of Chair, and those that may be prescribed by the Executive Board;

iv. From time to time, create such sub-committees as may be needed for the Executive Board to perform its duties; and

v. Serve as liaison between the Executive Board and the Operations Group.

b. Vice-Chair

In the absence of the Chair, the Vice-Chair shall perform the duties of the Chair.

c. Secretary /Treasurer

The Secretary/Treasurer shall:

I. Oversee the recording, maintenance, and custody of the records of CIRDC and the minutes of all meetings of CIRDC;

II. See that all notices are duly given according to these By-Laws; and

III. Perform, or delegate to CIRDC's staff employees, all duties incidental to those generally assigned to the offices of a Secretary and a Treasurer, and to perform those duties prescribed by the Executive Board.

4. Meetings

a. The regular meetings of the Executive Board shall be held quarterly on the second Wednesday of the month. The October meeting shall be the annual meeting at which the annual budget of CIRDC is adopted. The Secretary/Treasurer shall cause notice of these regular meetings, including an agenda, to be mailed to each member of the Executive Board at least fourteen (14) days before the meeting. The business of the meeting shall be limited to those items appearing on the agenda.

b. Special meetings of the Executive Board may be called by the Chair or the Executive Board on its own motion. The date, time, and location of special meetings shall be determined by the person(s) calling the meeting. Written notice of special meetings, including a specific agenda for the meeting, shall be mailed to each member of the Executive Board at least forty-eight (48) hours before the meeting. Only those items appearing on the agenda may be considered at the meeting.

5. Quorum

A majority of the members of the Executive Board shall constitute a quorum for the transaction of business at a meeting of the Executive Board. If less than a majority of Executive Board members are present at a meeting, the Executive Board member present may adjourn the meeting without further notice.

6. Voting

a. Each Executive Board member present shall be entitled to cast one vote.
b. No proxy or absentee votes are allowed.

7. Powers

The Executive Board shall have all powers, express and implied, not inconsistent with or contrary to the laws of the State of Illinois, the Public Safety Communications Center Intergovernmental Agreement, or these By-Laws, that are necessary for it to carry out the purpose of CIRDC as stated in Article I of these By-Laws. The Executive Board may establish rules and procedures governing its conduct.

8. Duties

The Executive Board shall:

a. Determine general policies of CIRDC;

b. Approve and adopt the annual budget of CIRDC;

c. Appoint or remove the Executive Director of CIRDC;

d. Conduct an annual review of the Executive Director of CIRDC;

e. Hire certified public accountants as auditors to perform an annual audit of CIRDC's financial affairs and prepare a report of the audit for approval by the Executive Board. The audit shall be done after each fiscal year in accordance with generally accepted accounting principles. Each participating member unit of local government shall be provided a copy of the audit report.

f. Designate the officer(s) and agent(s) authorized to sign checks, drafts, or other orders of payment of money and notes or other

evidences of indebtedness of CIRDC and shall execute all documents required to evidence the authority of the officer(s) or agent(s);

g. Designate the officer(s) and agent(s) authorized to execute and deliver contracts or any other instruments in CIRDC's name and on its behalf in the furtherance of its purpose. This authority may be general or limited to specific transactions or types of transactions;

h. Contract for loans to CIRDC not exceeding $50,000;

i. Obtain the approval of the governing boards of at least two-thirds (2/3) of participating members of the amount, term, and interest rate of any proposed loan to CIRDC that exceeds $50,000;

j. Select the banks and other financial institutions that may be used as depositories of CIRDC's funds and securities;

k. Review CIRDC's By-Laws every two (2) years;

l. Contract with other entities for use of CIRDC facilities or services; and

m. Approve new members for CIRDC and expel existing members in accordance with established procedures.

B. OPERATIONS GROUP

1. Membership

The CIRDC Operations Group shall consist of the Chief of the City of Decatur Police Department or his/her designee, the Chief of the City of Decatur Fire Department or his/her designee, the Macon County Sheriff or his/her designee, the Director of the Macon County Emergency Telephone System Board, a representative of the rural/Macon County Fire Association and a representative of the Macon County Police Chiefs selected by a majority of those chiefs.

2. Officers

The Operations Group shall have the offices of Chair and Vice-Chair.

a. Chair

The Chair shall:

i. Perform all duties incidental to the office of Chair, and those that may be prescribed by the Executive Board.

ii. From time to time, create such sub-committees as may be needed for the Operations Group to perform its duties, and to appoint two (2) or more members of the Operations Group to each such sub-committee.

b. Vice Chair

In the absence of the Chair, conduct the meetings of the Operations Group.

3. Election of Officers

a. At the November meeting of the Operations Group, it shall elect a Chair and Vice-Chair, each to serve a term of one (1) year. The Chair and the Vice-Chair cannot be from the same member agency, and each must represent a different branch of service (i.e. fire and police). The terms of newly elected officers shall commence upon adjournment of the November meeting.

b. An Operations Group office shall be deemed vacant if the occupant ceases to be an employee of a member, or upon the death, resignation, or removal of the occupant. The Operations Group shall appoint a successor to fill the vacant office until the next annual election for that office.

c. The Executive Board may remove an elected or appointed officer of the Operations Group whenever, in the Executive Board's judgment, the best interest of CIRDC would be served by the removal.

4. Meetings

a. Regular meetings shall be held monthly. Notice of the regular meetings, including an agenda, shall be mailed to each member of the Operations Group at least seven (7) days before the meeting.

b. Special meetings may be held at the call of the Chair, by the Operations Group upon its own motion, or called by the Chair upon the written request of a majority of the Operations Group members or their alternates. The date, time, and place of special meetings shall be determined by the Chair. The Chair shall cause notice of special meetings, including an agenda, to be given to each member

of the Operations Group at least forty-eight (48) hours before the meeting. Only those items appearing on the agenda may be considered at a special meeting.

5. Quorum

   A majority of the members of the Operations Group shall constitute a quorum for the transaction of business at a meeting of the Operations Group.

6. Voting

   a. Each Operations Group member attending shall be entitled to cast one (1) vote.

   b. No proxy or absentee votes are allowed.

   c. In the event of a tie vote, the matter will be forwarded to the Executive Board for action.

7. Duties

   The Operations Group shall:

   a. In cooperation with the Executive Director, provide general oversight and monitoring of general operations, in particular standard operating procedures concerning police, fire, and EMS dispatching, equipment utilization regarding the computer systems and the communications systems, and provide oversight and monitoring regarding the Policy and Procedure Manual as may be required from time to time;

   b. In cooperation with the Executive Director, present a draft annual budget for submission to the Executive Board;

   c. In cooperation with the Executive Director, provide oversight and direction regarding short-range and long-range planning issues, future needs relative to computer systems and communications systems, statistical reporting documents, additional service needs, and agency and inter-agency relationships;

d. To form sub-committee(s) as needed from time to time to assist in the oversight and monitoring of operations and/or to deal with special issues or needs; and

e. To assist CIRDC from time to time in lobbying legislators (State and Federal) and/or State and Federal Agencies on issues affecting public safety, in particular emergency dispatching and communications systems and airwaves (Federal Communications Commission).

C. EXECUTIVE DIRECTOR

The Executive Director shall perform the duties authorized and/or delegated to the position by the Executive Board, including but not limited to the following*:*

1. Responsibility for the overall day-to-day operations of CIRDC, including but not limited to the hiring, supervising, discipline, and termination of employees;

2. Preparation of the proposed annual budget for presentation to the Executive Board;

3. Attend all Executive Board and Operations Group meetings, and to provide advice and/or specific recommendations to the various Boards and Committees as may be requested or needed on matters of dispatch operations, administrative and technical (computer and communications systems) issues, and overall management of CIRDC as a centralized dispatch center.

4. All other duties assigned by the Executive Board;

5. Approve any budgeted expenditure under $10,000; and

6. Review and recommend contracts with other entities for the use of CIRDC's facilities or services.

ARTICLE IV - FISCAL YEAR AND BUDGET

A. Fiscal Year

The fiscal year of CIRDC shall begin **January 1st and end on December 31st**.

B. Budget

The Executive Board shall adopt an annual budget at its annual meeting in October. Immediately after adoption, copies of the budget shall be mailed to each member agency.

ARTICLE V - MEMBER CONTRIBUTIONS

A. Funding

1. Each member shall pay an annual contribution to CIRDC based upon Calls For Service provided to that member during the preceding year, September 1st through August 31st.

2. The Calls For Service annual contribution rate is determined by projecting the annual budget needs of CIRDC for the coming fiscal period, divided by the total number of Calls For Service for all members, during the period defined in Article V, Section A.1 hereof.

3. Any Macon County First Responder Agency receiving service from CIRDC shall pay a minimum annual fee of One Thousand Dollars ($1,000.00). The Executive Board may adjust this fee from time to time, based upon the needs of CIRDC.

4. The Macon County Emergency Telephone System Board will contribute monetarily, or an equivalent in-kind contribution, or a combination thereof, equal to Two Hundred Twenty Five Thousand Dollars ($225,000.00) annually, provided the State 9-1-1 Surcharge funds received by the Macon County Emergency Telephone System Board do not diminish from the projected 2017 level of funding, which is Eight Hundred Ninety-Eight Thousand Dollars ($898,000.00).

B. Each member's annual contribution shall be established pursuant to CIRDC's budget according to the method stated in Article V, Section A hereof. Written objections to such contribution filed with CIRDC within thirty (30) days of a member's receipt of the approved budget shall be deemed such member's notice of withdrawal in accordance with Article VII of these By-Laws.

C. The Executive Director may establish a schedule for the periodic payment of charges due from the members under Article V, Section A hereof, and give notice of payments at least thirty (30) days before their due date. Any participant that does not pay its charges within thirty (30) days after the date due shall not be permitted to vote at meetings of the Executive Board or the Operations Group until such payment is made.

D. Each member shall take all action required to authorize the expenditure of funds of the unit of local government that are necessary to meet its obligations under these By-Laws.

ARTICLE VI –ASSETS, LIABILITIES AND INDEMNIFICATION

A. CIRDC may purchase, own, and rent or lease, such real and personal property, including land, buildings, equipment, furniture, and fixtures, that are necessary or convenient for it to fulfill its purpose.

B. All property, real and personal, acquired by CIRDC shall be owned in common by the parties to the Central Illinois Regional Dispatch Center Intergovernmental Agreement unless otherwise specified in a writing signed by all members.

C. Unless otherwise provided by individual contracts, each member participant of CIRDC shall be jointly liable for the debts and liabilities of CIRDC. Persons or companies contracting with CIRDC cannot rely upon the assets of any member participant beyond the charges or single current annual contribution amount previously agreed to by the member participant under the then current budget.

D. Each member indemnifies and holds harmless all other members for all losses, costs, expenses, liabilities, causes of action and actions against it that may be imposed, in an amount more than its proportionate liability.

E. Each member of the Executive Board and the Operations Group serves in that capacity as an agent for the members.

F. CIRDC has the power to purchase and maintain a policy of insurance, containing coverage commonly known as Errors and Omissions, on behalf of any person who is an employee or agent of CIRDC, so long as such insurance is available and is economically feasible.

ARTICLE VII –WITHDRAWAL, TERMINATION AND DISSOLUTION

A. After the first year of membership in CIRDC, any member may withdraw from membership in CIRDC by:

1. Providing at least three hundred sixty-five (365) days written notice to each member of the Executive Board; or

2. Nonpayment of cost sharing charges as set forth herein; or

3. The refusal or declination of any participant to be bound by any of its obligations under these By-Laws or as set by the Executive Board or the Operations Group.

B. Conditions of withdrawal:

1. Withdrawal shall not be effective until three hundred sixty-five (365) days after the date of notice in A. 1. above, or the events described in A. 2. or A. 3. above.

2. After notice of withdrawal, the withdrawing member/participant shall continue to be responsible for:

   a. Payment of 100% of its pro-rata share of CIRDC's liabilities and debt obligations existing on the date of withdrawal;

   b. Payment of its share of operational costs through the effective date of its withdrawal;

   c. Continuing compliance with any contractual obligations it has separately signed with CIRDC;

   d. The prompt return of CIRDC's assets and equipment in its possession; and

   e. If its withdrawal results in termination of the Central Illinois Regional Dispatch Center Intergovernmental Agreement, then the withdrawing member shall participate in the termination of the Central Illinois Regional Dispatch Center Intergovernmental Agreement as set forth in Article VII, Section D. of these By-Laws.

C. If the withdrawal of a member reduces the number of remaining members to less than that required to keep CIRDC operational, and if two-thirds (2/3) of the remaining members vote to dissolve CIRDC, then the Central Illinois Regional Dispatch Center Intergovernmental Agreement shall terminate, and CIRDC as an entity shall be dissolved. Upon dissolution, and after the payment of all debts, all assets and liabilities of CIRDC shall be proportionately distributed among the remaining members who had participated in CIRDC for more than one (1) year before the dissolution. The proportion a member receives is the ratio of its payments for the preceding five (5) years to the total payments made by all members at dissolution during the five (5) years preceding dissolution.

ARTICLE VIII -AMENDMENTS

These By-Laws may be amended at a meeting of the Executive Board by a two-thirds (2/3) vote if the proposed amendment was submitted in writing to all Executive Board members and all member agencies at least thirty (30) days before the meeting at which the proposed amendment is considered.

ARTICLE IX -MEETINGS

A. Except to the extent that these By-Laws or any rules adopted by the Executive Board impose a stricter requirement, all meetings of the Executive Board and the Operations Group shall comply with the requirements of the Illinois Open Meetings Act, 5 ILCS 120/1 et seq.

B. Unless inconsistent with these By-Laws, Robert's Rules of Order shall govern the conduct of all meetings of the Executive Board and the Operations Group.

C. CIRDC shall maintain and distribute copies of all minutes of the Executive Board and the Operations Group to each of the member agencies.

Police Department

DATE: 5/23/2017

MEMO: 17-26

TO: Honorable Mayor Julie Moore Wolfe
Decatur City Council Members

FROM: Timothy A. Gleason, City Manager
James E. Getz Jr. Chief of Police

SUBJECT: Resolution Authorizing Termination of Contract with the Macon County Emergency Telephone System Board (ETSB)

SUMMARY RECOMMENDATION:
It would be the recommendation of staff that the City of Decatur/ETSB Contractual Agreement be terminated upon the formation and fully operating Central Illinois Regional Dispatch Center (CIRDC).

BACKGROUND: The City of Decatur entered into a renewal contract with the ETSB in December 2016 for the operation and management of the PSAP also known as the Emergency Communication Center which is where all 9-1-1 calls are answered and dispatched for Macon County. The City of Decatur believes the formation of the CIRDC provides significant public safety enhancement to the citizens of Macon County while also providing cost sharing for this service along with cost savings to the City of Decatur in the years ahead.

PRIOR COUNCIL ACTION: Prior Council last approved a renewal contract between the City of Decatur and the ETSB in December of 2016.

POTENTIAL OBJECTIONS: None anticipated

INPUT FROM OTHER SOURCES: Jon Thomas, Director of the Macon County ETSB

STAFF REFERENCE: James E. Getz Jr. , Chief of Police, 217-424-2741; Shane G. Brandel, Deputy Chief of Police, 217-424-2740

ATTACHMENTS:

Description	Type
Resolution Authorizing Termination of Contract with ETSB	Resolution Letter

RESOLUTION NO. R2017-_____

RESOLUTION AUTHORIZING
TERMINATION OF CONTRACT WITH THE
MACON COUNTY EMERGENCY TELEPHONE SYSTEM BOARD (ETSB)

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

Section 1. That the City of Decatur shall terminate the Contractual Agreement between the City of Decatur, Illinois and the Emergency Telephone System Board (ETSB) and send notice to the ETSB in accordance with the terms of the Agreement, upon creation of the Central Illinois Regional Dispatch Center (CIRDC).

Section 2. That the City Manager of the City of Decatur, Illinois is hereby authorized to provide such notice of termination to the ETSB on behalf of the City.

PRESENTED and ADOPTED this 5th day of June, 2017

_____
JULIE MOORE WOLFE, MAYOR

Attest:

_____
CITY CLERK

DATE: 5/26/2017

MEMO: 2017-35

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 for 2017 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2017-09

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum Number 2017-35 with related other attached documents for more information.

COPY:
Entler Excavating Company, Inc.
Burdick Plumbing & Heating Company, Inc.

ATTACHMENTS:

Description	Type
Council Memorandum 2017-35	Cover Memo
Resolution - Contract CP 2017-09 Entler	Resolution Letter
Contract Documents 2017-09	Backup Material
Bid Tabulation CP 2019-09	Backup Material

Public Works Memorandum
NO. 2017-35

DATE: **May 17, 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 Accepting the Bid and Authorizing the Execution of a Contract for 2017 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2017-09**

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve the attached resolution accepting the bid and awarding the contract for the 2017 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2017-09, to Entler Excavating Company, Inc., (Entler) as the lowest responsive and responsible bidder in the amount of $544,754 and that the Mayor be authorized to execute the contract, and the City Clerk to attest.

PRIOR COUNCIL ACTIONS:

The Miscellaneous Sanitary & Storm Sewer Improvement Project is an annual project for the City and has been approved by the Council for many years.

BACKGROUND:

Sanitary Sewer Priorities
Under the direction of the City Council, the Public Works Department has established four priorities to improve the City's sanitary sewer collection system as defined in the Sanitary Sewer Master Plan.

1. Critical Large Diameter Sewer Rehabilitation.
2. Sanitary Sewer Overflows Due to Inflow and Infiltration.
3. System Operation and Maintenance
4. Small Diameter Sewer Rehabilitation

The 2017 Miscellaneous Sanitary & Storm Sewer Improvement Project primarily addresses priority numbers 3 and 4, system operation and maintenance and small diameter sewer rehabilitation. The project is an annual project prepared by the Public Works Department to assist with both emergency repairs and normal improvements to the City's sanitary sewer system.

Storm Sewer Priorities
The 2009 Stormwater Master Plan addresses three main topics:

1. Stormwater Problem Area Prioritization
2. Regulation, Standards, and Policies
3. Stormwater Expenditures and Funding Mechanisms

In April, 2014, the City Council approved the creation of a Stormwater Utility to provide a dedicated funding source to improve known drainage problems and to improve maintenance on existing stormwater facilities. In addition to providing for rapid response work for storm sewer problems, the 2017 Miscellaneous Sanitary & Storm Sewer Improvement Project will address some of items 1 and 2 above.

Project Description
The 2017 Miscellaneous Sanitary & Storm Sewer Improvement Project works to resolve sanitary and storm sewer concerns as they are identified through televised inspections, routine maintenance and public observation. This project enables the City to respond in a rapid manner as problems within the sanitary and storm sewer system arise and must be addressed quickly. Having unit bid prices in place for sewer repairs enables the City to move rapidly to address collapsed pipe or sink holes as they are located in the sewer system, and before they turn into major public problems. This also reduces the number of emergency time and material repair contracts that must be brought before the City Council.

The 2017 Miscellaneous Sanitary & Storm Sewer Improvement project will repair both storm and sanitary sewers under one contract. All the repair costs at each location will be separated between storm and sanitary improvements and will be paid for under the Sewer Fund (sanitary sewer work) or Stormwater Fund (storm sewer work). Approximately 80% of the project is expected to be sanitary sewer related and 20% of the project storm sewer related.

Public Letting Results
The project specifications were prepared by the Public Works Department. The project was advertised Wednesday, April 12, 2017, and bids were opened on May 17, 2017. The results for the letting are as follows:

Bidder	Bid Price	Compared to Engineer's Est. Over/Under
Entler Excavating Company, Inc.	**$544,754.00**	**3.57%**
Burdick Plumbing & Heating Company, Inc.	$595,982.00	13.31%
Engineer's Estimate	$525,991.00	-----

Five contractors took out bid packages and two contractors submitted a bid proposal for the 2017 Miscellaneous Sanitary & Storm Sewer Improvement Project. Entler Excavating Company, Inc. provided the lowest responsive and responsible bid at 3.57% above the Engineer's Estimate.

Entler has successfully completed storm and sanitary sewer projects for the City and adheres to the prevailing wage rate requirements of the State of Illinois. Staff recommends that the City Council approve a contract with Entler Excavating Company, Inc. to perform the 2017 Miscellaneous Sanitary & Storm Sewer Improvement Project.

MINORITY PARTICIPATION GOALS:

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. Entler will be subcontracting 0.91% of the work which will be with a minority contractor to perform trucking operations for this project. Entler provided documentation showing a good faith effort was made to comply with the City's goals.

SCHEDULE:

Work on this project will begin in June and is to be completed by June 1, 2018

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is currently allocated from the Sanitary Sewer Fund at $444,754 for sanitary sewer work, and the Stormwater Fund at $100,000 for storm sewer and drainage work. The Sewer Fund is supported by sanitary sewer user fees and the Stormwater Fund is supported by stormwater utility fees. The total project cost is $544,754.

Staff Impact: The Capital Improvement Plan has allocated staff time for this project. The project will begin in June, 2017 and will be completed by June 1, 2018.

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

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Richard Marley, Public Works Director, and Matthew 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 Paul Caswell, P.E., Assistant City Engineer and reviewed by Matt Newell, P.E., City Engineer.

Attach: 3

cc: Entler Excavating Company, Inc.
Burdick Plumbing & Heating Company, Inc.

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH ENTLER EXCAVATING COMPANY, INC., FOR 2017 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROJECT, CITY PROJECT 2017-09

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

Section 1. That the tabulation of bids received for City Project 2017-09, 2017 Miscellaneous Sanitary & Storm Sewer Improvement Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Entler Excavating Company, Inc., be accepted and a contract awarded accordingly and that said contract between Entler Excavating Company, Inc., and the City of Decatur is for a total amount of $544,754; which includes $444,754 in Sewer funds, and $100,000 in Stormwater funds.

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 Entler Excavating Company, Inc., for said plan, in the amount of $444,754 in Sewer funds, and $100,000 in Stormwater funds; for a total not to exceed amount of $544,754.

PRESENTED and ADOPTED this 5th day of June, 2017.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Debra G. Bright, City Clerk

CONTRACT

THIS CONTRACT, made and entered into this 5th day of June, 2017, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Entler Excavating Company, Inc., 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 **"2017 MISCELLANEOUS SANITARY & STORM SANITARY SEWER IMPROVEMENT PROJECT, CITY PROJECT 2017-09",** 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. The Completion Date for this project is June 1, 2018.**

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
Addenda Number & Date	Project Drawings
Non-Collusion Affidavit	Special Provisions
Contract (This Instrument)	Supplemental Specifications
Contract Change Orders	Appendix(s)
Performance Bond	

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

_____ By _____
CITY CLERK MAYOR

ENTLER EXCAVATING COMPANY, INC.

_____ By _____
SECRETARY (Corporate Seal) PRESIDENT

Project Name: 2017 Miscellaneous Sanitary & Storm Sewer Improvement Project Project Number: 2017-09 Bid Date: Wednesday, May 17, 2017 Time: 10:00 A.M. Fund: Sewer Fund and Storm Sewer Fund Organization Code: Sanitary 79487906 & Storm 78487806 Object Code: Sanitary 489030 & Storm 489040				Engineer's Estimate City Engineering Division		Entler Excavating Co., Inc. 819 N Sunnyside Rd Decatur, IL 62522 Ph: 217-428-1865 Fax: 217-428-1895 Stuart Entler Karen Rohman karenentlerex@gmail.com		Burdick Plumbing & Heating Co., Inc. 1175 North 20th St. Decatur, IL 62521 Ph: 217-429-2385 Fax: Not Listed Douglas W Burdick, Pres. Jeffrey S. Burdick, VP jeff@burdickplumbing.com	
Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
20800150	TRENCH BACKFILL	800	CU YD	$37.00	$29,600.00	$40.00	$32,000.00	$42.00	$33,600.00
21400100	GRADING & SHAPING DITCHES	150	FOOT	$5.00	$750.00	$5.00	$750.00	$10.00	$1,500.00
25000100	SEEDING, CLASS 1	4,840	SQ YD	$0.75	$3,630.00	$1.00	$4,840.00	$0.85	$4,114.00
25100105	MULCH, METHOD 1	4,840	SQ YD	$0.40	$1,936.00	$0.50	$2,420.00	$0.45	$2,178.00
25100630	EROSION CONTROL BLANKET	30	SQ YD	$5.00	$150.00	$5.00	$150.00	$8.00	$240.00
25200100	SODDING	30	SQ YD	$35.00	$1,050.00	$30.00	$900.00	$45.00	$1,350.00
28000510	INLET PROTECTION	4	EACH	$10.00	$40.00	$1.00	$4.00	$100.00	$400.00
28000900	FENCH (EROSION CONTROL)	75	FOOT	$7.00	$525.00	$5.00	$375.00	$8.00	$600.00
40800010	BITUMINOUS MATERIALS (PRIME COAT)	50	GAL	$5.00	$250.00	$1.00	$50.00	$6.00	$300.00
40800040	INCIDENTAL BITUMINOUS SURFACING	35	TON	$360.00	$12,600.00	$400.00	$14,000.00	$425.00	$14,875.00
42000100	PORTLAND CEMENT CONCRETE PAVEMENT, 6 INCH	250	SQ YD	$75.00	$18,750.00	$85.00	$21,250.00	$85.00	$21,250.00
42000101	ADDITIONAL DEPTH OF PAVEMENT PER 1 INCH GREATER THAN 6 INCH	500	SQ YD	$12.50	$6,250.00	$12.50	$6,250.00	$15.00	$7,500.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	80	SQ YD	$83.00	$6,640.00	$85.00	$6,800.00	$85.00	$6,800.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	150	SQ FT	$11.00	$1,650.00	$15.00	$2,250.00	$25.00	$3,750.00
44000100	PAVEMENT REMOVAL	400	SQ YD	$15.00	$6,000.00	$15.00	$6,000.00	$15.00	$6,000.00
44000200	DRIVEWAY PAVEMENT REMOVAL	150	SQ YD	$15.00	$2,250.00	$15.00	$2,250.00	$15.00	$2,250.00
44000600	SIDEWALK REMOVAL	150	SQ FT	$5.00	$750.00	$4.00	$600.00	$5.00	$750.00
44001700	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	100	FOOT	$77.00	$7,700.00	$75.00	$7,500.00	$97.00	$9,700.00
44213200	SAW CUTS	1,200	FOOT	$7.00	$8,400.00	$5.00	$6,000.00	$6.00	$7,200.00
550A0340	STORM SEWERS, CLASS A, TYPE 2, 12 INCH	25	FOOT	$300.00	$7,500.00	$100.00	$2,500.00	$275.00	$6,875.00
550A0360	STORM SEWERS, CLASS A, TYPE 2, 15 INCH	25	FOOT	$325.00	$8,125.00	$125.00	$3,125.00	$350.00	$8,750.00

Project Name: 2017 Miscellaneous Sanitary & Storm Sewer Improvement Project

Project Number: 2017-09

Bid Date: Wednesday, May 17, 2017

Time: 10:00 A.M.

Fund: Sewer Fund and Storm Sewer Fund

Organization Code: Sanitary 79487906 & Storm 78487806
Object Code: Sanitary 489030 & Storm 489040

Engineer's Estimate

City Engineering Division

Entler Excavating Co., Inc.
819 N Sunnyside Rd
Decatur, IL 62522

Ph: 217-428-1865
Fax: 217-428-1895

Stuart Entler
Karen Rohman
karenentlerex@gmail.com

Burdick Plumbing & Heating Co., Inc.
1175 North 20th St.
Decatur, IL 62521

Ph: 217-429-2385
Fax: Not Listed
Douglas W Burdick, Pres.
Jeffrey S. Burdick, VP

jeff@burdickplumbing.com

Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
550A0380	STORM SEWERS, CLASS A, TYPE 2, 18 INCH	25	FOOT	$335.00	$8,375.00	$150.00	$3,750.00	$360.00	$9,000.00
550A0410	STORM SEWERS, CLASS A, TYPE 2, 24 INCH	25	FOOT	$345.00	$8,625.00	$160.00	$4,000.00	$360.00	$9,000.00
550A0450	STORM SEWERS, CLASS A, TYPE 2, 36 INCH	60	FOOT	$350.00	$21,000.00	$225.00	$13,500.00	$375.00	$22,500.00
59300100	CONTROLLED LOW-STRENGTH MATERIAL	150	CU YD	$105.00	$15,750.00	$100.00	$15,000.00	$100.00	$15,000.00
60228110	MANHOLES, SANITARY, 4 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	10	EACH	$4,300.00	$43,000.00	$4,250.00	$42,500.00	$4,500.00	$45,000.00
60228120	MANHOLES, SANITARY, 5 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	4	EACH	$5,650.00	$22,600.00	$5,500.00	$22,000.00	$5,750.00	$23,000.00
60228111	ADDITIONAL DEPTH OF MANHOLE 4 FT-DIAMETER	10	FOOT	$500.00	$5,000.00	$500.00	$5,000.00	$600.00	$6,000.00
60228112	ADDITIONAL DEPTH OF MANHOLE 5 FT-DIAMETER	3	FOOT	$550.00	$1,650.00	$500.00	$1,500.00	$700.00	$2,100.00
60240220	INLETS, TYPE A, TYPE 1 FRAME AND GRATE	2	EACH	$2,300.00	$4,600.00	$2,250.00	$4,500.00	$2,300.00	$4,600.00
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	2	EACH	$2,600.00	$5,200.00	$2,500.00	$5,000.00	$2,500.00	$5,000.00
60238700	INLETS, TYPE B, TYPE 1, FRAME AND GRATE	2	EACH	$2,600.00	$5,200.00	$2,500.00	$5,000.00	$2,700.00	$5,400.00
60240220	INLETS, TYPE B, TYPE 3, FRAME AND GRATE	2	EACH	$2,600.00	$5,200.00	$2,500.00	$5,000.00	$2,900.00	$5,800.00
67100100	MOBILIZATION	25	EACH	$1,400.00	$35,000.00	$2,000.00	$50,000.00	$2,000.00	$50,000.00
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	15	EACH	$1,100.00	$16,500.00	$1,000.00	$15,000.00	$1,500.00	$22,500.00
70102625	TRAFFIC CONTROL AND PROTECTION, STANDARD 701606	10	EACH	$2,100.00	$21,000.00	$2,000.00	$20,000.00	$2,200.00	$22,000.00
Z0001000	SUSPENSION OF WORK	30	HOUR	$475.00	$14,250.00	$450.00	$13,500.00	$600.00	$18,000.00
Z0018900	DOWEL BARS	70	EACH	$10.00	$700.00	$10.00	$700.00	$25.00	$1,750.00
Z0059500	SEWER, TYPE 2, 6 INCH	40	FOOT	$50.00	$2,000.00	$50.00	$2,000.00	$60.00	$2,400.00
Z0059600	SEWER, TYPE 2, 8 INCH	140	FOOT	$70.00	$9,800.00	$60.00	$8,400.00	$70.00	$9,800.00
Z0059700	SEWER, TYPE 2, 10 INCH	100	FOOT	$75.00	$7,500.00	$75.00	$7,500.00	$80.00	$8,000.00

Project Name: 2017 Miscellaneous Sanitary & Storm Sewer Improvement Project

Project Number: 2017-09

Bid Date: Wednesday, May 17, 2017

Time: 10:00 A.M.

Fund: Sewer Fund and Storm Sewer Fund

Organization Code: Sanitary 79487906 & Storm 78487806
Object Code: Sanitary 489030 & Storm 489040

Engineer's Estimate

City Engineering Division

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Jeffrey S. Burdick, VP

jeff@burdickplumbing.com

Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
Z0059800	SEWER, TYPE 2, 12 INCH	100	FOOT	$100.00	$10,000.00	$95.00	$9,500.00	$90.00	$9,000.00
Z0059900	SEWER, TYPE 2, 15 INCH	20	FOOT	$110.00	$2,200.00	$115.00	$2,300.00	$120.00	$2,400.00
Z0059925	SEWER, TYPE 2, 18 INCH	20	FOOT	$140.00	$2,800.00	$140.00	$2,800.00	$145.00	$2,900.00
Z0059950	SEWER, TYPE 2, 24 INCH	20	FOOT	$160.00	$3,200.00	$150.00	$3,000.00	$155.00	$3,100.00
Z0060900	SEWER, TYPE 3, 6 INCH	20	FOOT	$55.00	$1,100.00	$52.00	$1,040.00	$60.00	$1,200.00
Z0061000	SEWER, TYPE 3, 8 INCH	50	FOOT	$70.00	$3,500.00	$60.00	$3,000.00	$70.00	$3,500.00
Z0061100	SEWER, TYPE 3, 10 INCH	30	FOOT	$75.00	$2,250.00	$75.00	$2,250.00	$80.00	$2,400.00
Z0061200	SEWER, TYPE 3, 12 INCH	20	FOOT	$100.00	$2,000.00	$95.00	$1,900.00	$90.00	$1,800.00
Z0061500	SEWER, TYPE 3, 15 INCH	20	FOOT	$110.00	$2,200.00	$115.00	$2,300.00	$125.00	$2,500.00
Z0061600	SEWER, TYPE 3, 18 INCH	10	FOOT	$140.00	$1,400.00	$140.00	$1,400.00	$150.00	$1,500.00
Z0061700	SEWER, TYPE 3, 24 INCH	10	FOOT	$150.00	$1,500.00	$150.00	$1,500.00	$160.00	$1,600.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	1	EACH	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00
Z0064600	SELECTIVE CLEARING	0.2	ACRE	$4,100.00	$820.00	$4,000.00	$800.00	$5,000.00	$1,000.00
XX000541	EXPLORATORY EXCAVATION	15	EACH	$600.00	$9,000.00	$1,000.00	$15,000.00	$700.00	$10,500.00
XX000551	STABILIZED CONSTRUCTION ENTRANCE (6-INCH)	10	SQ YD	$80.00	$800.00	$75.00	$750.00	$100.00	$1,000.00
XX003424	CONNECT TO EXISTING STRUCTURE	15	EACH	$1,300.00	$19,500.00	$1,500.00	$22,500.00	$1,500.00	$22,500.00
XX005486	CONNECT TO EXISTING PIPE (6-12 INCH)	10	EACH	$325.00	$3,250.00	$500.00	$5,000.00	$400.00	$4,000.00
XX005487	CONNECT TO EXISTING PIPE (15-24 INCH)	1	EACH	$525.00	$525.00	$1,000.00	$1,000.00	$750.00	$750.00
XX005488	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (6-10 INCH)	40	EACH	$500.00	$20,000.00	$750.00	$30,000.00	$700.00	$28,000.00
XX005489	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (12-15 INCH)	15	EACH	$700.00	$10,500.00	$1,250.00	$18,750.00	$800.00	$12,000.00

Project Name: 2017 Miscellaneous Sanitary & Storm Sewer Improvement Project Project Number: 2017-09 Bid Date: Wednesday, May 17, 2017 Time: 10:00 A.M. Fund: Sewer Fund and Storm Sewer Fund Organization Code: Sanitary 79487906 & Storm 78487806 Object Code: Sanitary 489030 & Storm 489040				Engineer's Estimate City Engineering Division		Entler Excavating Co., Inc. 819 N Sunnyside Rd Decatur, IL 62522 Ph: 217-428-1865 Fax: 217-428-1895 Stuart Entler Karen Rohman karenentlerex@gmail.com		Burdick Plumbing & Heating Co., Inc. 1175 North 20th St. Decatur, IL 62521 Ph: 217-429-2385 Fax: Not Listed Douglas W Burdick, Pres. Jeffrey S. Burdick, VP jeff@burdickplumbing.com	
Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
XX005490	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (18-24 INCH)	5	EACH	$950.00	$4,750.00	$1,500.00	$7,500.00	$1,500.00	$7,500.00
XX004209	SANITARY SERVICE CONNECTION	8	EACH	$800.00	$6,400.00	$1,000.00	$8,000.00	$1,000.00	$8,000.00
XX005719	FILLING EXISTING SANITARY SEWER <15 INCH	20	FOOT	$40.00	$800.00	$30.00	$600.00	$100.00	$2,000.00
	TOTAL BIDS (AS CORRECTED)				$525,991.00		$544,754.00		$595,982.00
	Percent Over Under ENGINEER'S ESTIMATE						3.57%		13.31%

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

5-18-17
Date

Management Services

DATE: 5/26/2017

MEMO:

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
James Edwards, Director of Information Technology
Billy Tyus, Deputy City Manager

SUBJECT: Resolution Approving the Expenditure of City Funds to Purchase Fiber Build Services for Phase 2 of the City Fiber Project

SUMMARY RECOMMENDATION:
City staff recommends that the City Council approve the attached Resolution authorizing the expenditure of $413,516.39 for the purchase of Fiber Build Services from the Illinois Department of Innovation and Technology.

BACKGROUND:
On November 7, 2016 City Council approved Resolution No. R2016-131 authorizing the Mayor and City Manager to execute an Intergovernmental Agreement with the Illinois Department of Innovation and Technology for Fiber Build Services for phase 2 of the City Fiber Project. That agreement provided an estimate for these services not to exceed $409,096. After detailed planning for this project was completed, which included actual physical route review by bidders, the total cost for the phase 2 fiber build is $413,516.39 which is just more than 1% over the estimated cost. Much of the increase in cost is due to the route along Pershing Road being congested with other underground infrastructure and the need to cross railroad rights-of-way on multiple occasions as part of the build. As you will recall, the bulk of the build cost will be funded by a contribution of $330,000 from the Howard G. Buffett Foundation. Additionally, this build will allow the City to proceed with partnerships identified previously.

PRIOR COUNCIL ACTION: Council approved resolution R 2016-131 in November 2016 authorizing the City of Decatur to enter into an agreement with the Illinois Department of Innovation and Technology for fiber build services.

INPUT FROM OTHER SOURCES:
None

STAFF REFERENCE: James Edwards, Director of Information Technology (450-2236)

BUDGET/TIME IMPLICATIONS: The funding for this project will be paid from Information Technology Fund 77 and is provided for in the approved 2017 City budget.

ATTACHMENTS:

Description	Type
resolution	Resolution Letter
Service Order	Backup Material
Previous Agreement Approval	Backup Material

RESOLUTION NO. R_____

RESOLUTION APPROVING THE EXPENDITURE OF CITY FUNDS TO PURCHASE FIBER BUILD SERVICES FOR PHASE 2 OF THE CITY FIBER PROJECT FROM THE ILLINOIS DEPARTMENT OF INNOVATION & TECHNOLOGY

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

Section 1. That the Price Quote presented to the City Council herewith from the Department of Innovation & Technology for Phase 2 City Fiber Build Services is, and it is hereby, received, placed on file, and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute a Purchase Order to the Illinois Department of Innovation & Technology in an amount not to exceed $413,516.39 for services to be provided by John Burns Construction as the lowest responsible bidder.

PRESENTED and ADOPTED this 5th day of June, 2017.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
DEBRA BRIGHT, CITY CLERK

Fiber Construction and Mgmt. City of Decatur

Illinois Department of Innovation & Technology

Org/Site Name: **City of Decatur**
ICN Site ID:
Date Provided: **5/26/17**

Department of Innovation & Technology (DoIT)	Customer
Regional Technology Center VII	Jim Edwards
Parkland College	City of Decatur
2400 West Bradley Avenue, Room X132	1 Gary K. Anderson Plaza
Champaign, IL 61821-1899	Decatur, IL 62523
Ph: 217-353-2693	Ph: 217-450-2236
e-mail: DoIT.ICN.RTC7@illinois.gov	e-mail: JEdwards@decaturil.gov

Billing Information	Same As Above
Billing Contact	
Billing Address 1	
Billing Address 2	
Billing City, St, ZIP	
Billing Phone	
Billing Contact e-mail	

Monthly Service Fees	Unit Cost	Quantity	Extended Cost
Internet Egress Services (Included in separate S.O.)			$0.00
*** 60 month term, commencing upon service delivery.			
Total Monthly Service Fees			**$0.00**

One Time Charges	Unit Cost	Quantity	Extended Cost
Backbone Construction and Engineering without equip.	$413,516.39	1	$413,516.39
			$0.00
Total One Time Charges			**$413,516.39**

Once the fiber build is completed the fiber will become the property and responsibility of the City of Decator

This service order is subject to terms and conditions of the Master Service Agreement ("MSA") currently in place between Customer and DoIT. The Service Order may, from time to time, be modified at the Customer's written request and upon approval of DoIT In the event of a conflict between the MSA and this Service Order, this service order shall have precedence over the MSA.

The monthly charges in this Service Order are based on a 60 Month term.

By signing below, you certify that you are authorized to sign on behalf of Customer and that Customer agrees to be bound by the terms and conditions contained herein.

**The State will commence monthly billing after customer acceptance of the fiber. Customer will receive service once billing occurs.

Please note: This is not an invoice. You will be invoiced by the Illinois Department of Innovation and Technology (DoIT) separately. This quote is valid until 06/26/2017

60 Month Term

Customer FEIN (##-########)	Billing Start Date
Print Customer Representative Name	Title
Customer Representative Signature	Date
Print DoIT Representative Name	Title
DoIT Representative Signature	Date

RESOLUTION NO. R 2016-131

RESOLUTION AUTHORIZING MAYOR AND CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF INNOVATION AND TECHNOLOGY, AN ILLINOIS STATE AGENCY, FOR FIBER BUILD SERVICES

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

Section 1. That the Intergovernmental Agreement presented herewith to the City Council between the City of Decatur, Illinois and the Illinois Department of Innovation and Technology, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Manager be, and they are hereby, authorized and directed to sign said agreement in substantially the same form as presented, on behalf of the City of Decatur, Illinois.

PRESENTED AND ADOPTED this 7th day of November, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

CITY CLERK

INTERGOVERNMENTAL AGREEMENT FOR FIBER BUILD SERVICES

BY AND BETWEEN

ILLINOIS DEPARTMENT OF INNOVATION AND TECHNOLOGY,
ILLINOIS CENTURY NETWORK

AND

CITY OF DECATUR

DATED: 11-07-2016

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INTERGOVERNMENTAL AGREEMENT FOR FIBER BUILD SERVICES

This Intergovernmental Agreement ("IGA" or "Agreement") is entered into between Illinois Department of Innovation and Technology ("DoIT"), an Illinois State Agency, and the City of Decatur ("Public Agency"), a municipal unit of government, pursuant to the Illinois Constitution (Art. VII, Sec. 10) and the Intergovernmental Cooperation Act (5 ILCS 220/3 *et seq.*). DoIT and Public Agency are collectively referred to herein as "Parties" or individually as a "Party".

RECITALS

A. DoIT owns, manages and maintains the Illinois Century Network ("ICN") (20 ILCS 3921/1-2), a high-speed telecommunications network that provides reliable communication links to and among Illinois schools, institutions of higher education, libraries, museums, research institutions, State agencies, units of local government, and other local entities that provide broadband service to Illinois citizens.

B. Public Agency desires to have DoIT build a fiber optic network ("Constructed Network") in the City of Decatur.

C. This Agreement is subject to and contingent upon DoIT continuing to provide internet access and colocations services ("Lit Service") to Public Agency as specified in the Intergovernmental Master Service Agreement (Exhibit D). If Public Agency terminates or defaults on the Intergovernmental Master Service Agreement, DoIT retains the right to terminate this agreement, in whole or in part, without penalty.

Accordingly, in consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - ATTACHMENTS; EXHIBITS;

1.1 Attachments. The following attachments are incorporated herein and made a part of this Agreement by this reference:

i) Attachment 1: Map of the User Path

1.2 Exhibits. The following exhibits are attached hereto, incorporated herein and made a part of this Agreement by references:

i) Exhibit A: Route Description and Pricing

ii) Exhibit B: Fiber Specifications/Acceptance Testing

iii) Exhibit C: Fiber Acceptance Notice

iv) Exhibit D: Intergovernmental Master Service Agreement

ARTICLE 2 - PRICING

2.1 Pricing is as identified in Exhibit A.

2.2 All amounts due DoIT are payable in full within thirty (30) days from date of invoice ("Due Date"). Invoice amounts not paid on or before the Due Date shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is lower.

ARTICLE 3 - FIBER BUILD SERVICES

3.1 DoIT will manage existing DoIT held construction and engineering agreements to facilitate the Design, Engineering and Installation of a fiber-optic infrastructure within the City of Decatur for Public Agency's use.

3.2 Upon execution of this agreement, DoIT will invoice Public Agency for the one-time project management and engineering fees listed in Exhibit A. Upon payment, DoIT will engage the engineers, and provide engineering plans and design for the fiber build. Thereafter, DoIT will work to provide Public Agency with firm construction quotes from DoIT's qualified vendors. Upon receipt of the construction bids, DoIT will notify Public Agency and, if the costs are greater than the Estimated Cost listed in Exhibit A, Public Agency may elect to terminate the agreement and end the build project, resulting in invoicing from DoIT only for any services rendered.

3.3 DoIT will provide these services based on the specifications laid out in Exhibits A and B respectively. DoIT will provide weekly status updates to Public Agency during build window. Once the build is complete, DoIT will provide Public Agency with the Fiber Acceptance Notice, Exhibit C. Public Agency will have 10 business days to accept or reject the Fiber based on the specifications and testing identified in Exhibit B. No response from Public Agency within this timeframe, or Public Agency use, will result in acceptance of the fiber.

3.4 After the fiber has been accepted and final payment from Public Agency to DoIT has been made, the constructed fiber network becomes the legal and equitable property of Public Agency.

ARTICLE 4 - TERM

4.1 This IGA will be in effect starting from the last dated signature of the Parties, and will run until the Parties agree the project is complete, with completion occurring upon acceptance by Public Agency of the project and payment in full by the Public Agency. In no event, however, shall this agreement last longer than ten (10) years.

ARTICLE 5 - TERMINATION FOR CAUSE

5.1 DoIT may terminate this IGA, in whole or in part, immediately upon notice to the Public Agency if: (a) DoIT determines that the actions or inactions of Public Agency, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) Public Agency has notified DoIT that it is unable or unwilling to perform the IGA.

5.2 If Public Agency fails to perform to DoIT's satisfaction any material requirement of this IGA, is in violation of a material provision of this IGA, or DoIT determines that the Public Agency lacks the financial resources to perform the duties and requirements described above, DoIT shall provide written notice to the Public Agency to cure the problem identified within the period of time specified in DoIT's written notice. If not cured by that date DoIT may either: (a) immediately terminate the IGA without additional written notice or (b) enforce the terms and conditions of the IGA.

5.3 If Public Agency terminates or defaults on the Intergovernmental Master Service Agreement (Exhibit D), DoIT may terminate this IGA, in whole or in part, immediately upon notice to Public Agency.

5.4 Public Agency may, per section 3.2, terminate this agreement and cancel the build if the firm construction estimate(s) come in higher than the figure listed in Exhibit A.

5.5 For termination due to any of the causes contained in this Section, DoIT retains its rights to seek any available legal or equitable remedies and damages.

ARTICLE 6 - TERMINATION FOR CONVENIENCE

6.1 DoIT may, for its convenience and with 120 days prior written notice to Public Agency, terminate this IGA in whole or in part and without payment of any penalty or incurring any further obligation to the Public Agency.

ARTICLE 7 - DEFAULT

7.1 The following events shall constitute Events of Default, the occurrence of which shall constitute a material breach of this Agreement and entitle the non-defaulting party to seek the rights and remedies available to it under the terms of this Article 7, Default:

i) Failure by Public Agency to pay any amount when due and such failure is not cured within thirty (30) calendar days following receipt of written notice of such failure, or

ii) Failure by either party to observe or perform any other material obligation under this Agreement when such failure shall continue for a period of thirty (30) calendar days (or such longer period as may be agreed upon by the parties in writing; provided that the defaulting party commences to cure such failure within such thirty (30) calendar day period and thereafter diligently pursues such cure) after written notice.

7.2 Rights and Remedies of Public Agency. Upon the occurrence of an Event of Default by or with respect to DoIT, Public Agency shall be entitled to terminate the Agreement.

7.3 Rights and Remedies of DoIT. Prior to completion of the Project as determined by acceptance by the Public Agency of the project and payment in full by the Public Agency, upon the occurrence of an Event of Default by or with respect to Public Agency, DoIT shall have the right to: (i) terminate the Agreement; (ii) recover actual amounts owed by Public Agency to DoIT that accrued on or prior to the date of termination; and/or (iii) recover Damages. In addition to the foregoing, Public Agency shall be deemed to have abandoned the Constructed Network, and to have conveyed to DoIT all right, title and interest in and to the Constructed Network, and any and all associated hardware. Public Agency shall provide to DoIT a bill of sale or such other documents as may be reasonably necessary to evidence such abandonment and/or conveyance.

ARTICLE 8 - ASSIGNMENT AND SUBCONTRACTING

8.1 This IGA may not be assigned, transferred in whole or in part by the Public Agency without the prior written consent of DoIT, which shall not be unreasonably withheld. DoIT will not assign this Agreement, in whole or in part, to a private entity without the prior written consent of Customer. Such consent on the part of Customer shall not be unreasonably withheld.

ARTICLE 9 - AUDIT/RETENTION OF RECORDS

9.1 Public Agency shall maintain books and records relating to the performance of the IGA and necessary to support amounts charged to DoIT under the IGA. Books and records, including information stored in databases or other computer systems, shall be maintained by the Public Agency for a period of three years from the later of the date of final payment under the IGA or completion of the IGA. If federal funds are used to pay IGA costs, the Public Agency must retain its records for five years. Books and records shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Public Agency shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records shall establish a presumption in favor of DoIT for the recovery of any funds paid by DoIT under the IGA for which adequate books and records are not available to support the purported disbursement. The Public Agency shall not impose a charge for audit or examination of the Public Agency's books and records.

ARTICLE 10 - FORCE MAJEURE

10.1 Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the IGA without penalty if performance does not resume within 30 days of the declaration.

ARTICLE 11 - CONFIDENTIAL INFORMATION

11.1 Each party, including its agents and subcontractors, to this Agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement. Each party recognizes and acknowledges that the Parties are each subject to the laws of the State of Illinois and the Freedom of Information Act and, as such, will comply with the provisions of the Act as required by law. Customer information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. Any request for documents related to this Agreement shall be provided to the other Party in sufficient time for an objection to disclosure of the requested documents to be made. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law, either during the period of the contract or thereafter. The Parties must return any and all confidential data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the end of the Agreement, or earlier at the request of either Party, or notify the Party of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party, received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party, now is or later becomes publicly know through no breach of confidentiality obligation by the receiving Party, or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information

ARTICLE 12 - INDEMNIFICATION AND LIABILITY

12.1 To the extent permitted by law, Public Agency shall indemnify and hold harmless DoIT, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Public Agency's negligent act or performance; or (b) any act, activity or omission of Public Agency or any of its employees, representatives, or agents during the course of this agreement, prior to its completion. Neither Party shall be liable for incidental, special, consequential or punitive damages. DoIT agrees to reasonably cooperate with Public Agency in the defense of any third party claim, and agrees that Public Agency will have full control and authority over the defense and any settlements.

ARTICLE 13 - INSURANCE

13.1 Public Agency currently holds and shall, at all times during the term and any renewals, maintain and provide the following levels of insurance coverage: : (a) General Commercial Liability-occurrence form in amount of $10,000,000 per occurrence (b) Property insurance in the amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount

required by law. Insurance shall not limit Public Agency's obligation to indemnify, defend, or settle any claims.

ARTICLE 14 - APPLICABLE LAW

14.1 This IGA shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against DoIT arising out of this IGA must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). DoIT shall not enter into binding arbitration to resolve any dispute. The State of Illinois does not waive sovereign immunity by entering into this IGA. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at *http://www.ilga.gov/legislation/ilcs/ilcs.asp*). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules DoIT does not unlawfully discriminate in employment, contracts, or any other activity.

14.2 **Prevailing Wages.** DoIT, all contractors and subcontractors shall pay prevailing wages as determined pursuant to the Prevailing Wage Act of the State of Illinois, 820 ILCS 130 *et seq* and the Prevailing Wage Ordinance of Public Agency subject to the following:

(a) A listing of the current prevailing wage rates is available through the City.

(b) Contractors must comply with provisions of 820 ILCS 130/1 **et. seq.** which requires certain language pertaining to prevailing wage be inserted into subcontracts. A list of prevailing wages in effect must be posted at the Project Site.

ARTICLE 15 - NOTICES

15.1 Notices and other communications provided for herein shall be given in writing to the persons at the addresses below, by any of the following: registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

i) DoIT:

(1) For Payments:

A&R Shared Services
CMS Accounts Receivable Section
P.O. Box 7199
Springfield, IL 62791-7199

(2) For Legal Notices:

CMS BCCS/ICN
Attn: General Counsel
120 W Jefferson
Springfield IL 62702

With a copy to:

CMS BCCS/ICN
ATTN: Network Services Manager
120 W Jefferson
Springfield IL 62702

ii) Public Agency:

(1) MIS Manager
Decatur Civic Center, 2nd Floor
1 Gary K. Anderson Plaza
Decatur, IL 62523

With a copy to:

Corporation Counsel
Decatur Civic Center, 3rd Floor
1 Gary K. Anderson Plaza
Decatur, IL 62523

ARTICLE 16 - MODIFICATIONS AND SURVIVAL

16.1 Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this IGA officially declared void, unenforceable, or against public policy shall be ignored, and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination.

ARTICLE 17 - STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS

17.1 Public Agency acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract, Public Agency certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

17.2 If this contract extends over multiple fiscal years, including the initial term and all renewals, Public Agency shall notify DoIT if it is out of compliance with this section in the manner and

format determined by DoIT by the date specified by DoIT and in no event later than July 1 of each year that this contract remains in effect.

17.3 If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

17.4 As part of each certification, Public Agency acknowledges and agrees that should Public Agency provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

i) the contract may be void by operation of law,

ii) DoIT may void the contract, and

iii) the Public Agency or its agents may be subject to one or more of the following: suspension or debarment from future procurements, denial of payment, and civil fine or criminal penalty as contemplated by any applicable statutes.

iv) Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

17.5 Public Agency certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

17.6 If Public Agency employs 25 or more employees and this contract is worth more than $5000, Public Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580)

17.7 Public Agency certifies that the Public Agency is not participating or shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed $10,000 (30 ILCS 582).

17.8 Public Agency certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

17.9 Public Agency certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

17.10 Public Agency warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of DoIT, or any other unit of government in Illinois

including local governments if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former DoIT employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

ARTICLE 18 - ATTACHMENTS AND EXHIBITS

18.1 Attachments 1 & 2, Exhibits A, B, C, & D.

(SIGNATURE PAGE TO FOLLOW)

In confirmation of their consent and agreement to the terms and conditions contained in this Agreement and intending to be legally bound hereby, the Parties have executed this Agreement as of the date first above written.

Illinois Department of Innovation and Technology

by Hardik Bhatt by Lori Sorum

Date: 11-15-16

Name: Hardik Bhatt

Title: Secretary Designate

I have authority to bind DoIT

Public Agency Name

by Julie Moore Wolfe

Customer FEIN #: 37-6001308

Date: November 7, 2016

Name: Julie Moore Wolfe

Title: Mayor

I have authority to bind the Public Agency

ATTACHMENT 1

Map of the Fiber System

EXHIBIT A

Route Description and Pricing

Route Description: 144 Fiber Count Fiber-Optic Cable with conduit from Richland Community College Zero Handhole to Decatur Fiber located on Jasper St., a distance of approximately 3.5 miles. This includes a lateral to 'Fire-house 1' as illustrated in Attachment 1 'Map of the Fiber System'

Anticipated Completion Date: To be determined.

Route Miles: 3.5 miles

Build Fee:

One Time Charges	Unit Cost	Quantity	Extended Cost
DoIT Project Management Fee*	$ 10,000.00	$ 1.00	$ 10,000.00
Pre-Construction Engineering Fee*	$ 16,000.00	$ 1.00	$ 16,000.00

Initial Time Charges	**$ 26,000.00**

Remaining Project Cost ESTIMATE**	$409,096.00 ("Estimated Cost")

* DoIT will invoice Public Agency for one time project management and engineering fees at execution of this SO.

**Construction costs, including the Engineering fees will be invoiced to the customer as DoIT incurs cost. Upon receipt of the construction bids, DoIT will notify the customer and if the construction bids are greater than the estimated cost, the customer may elect to end the build resulting in invoicing from DoIT only for any services rendered up until this time.

Connection Points

- Richland Community College Zero Handhole.

- City of Decatur Fiber end point on Jasper St.
- Fire-House at Kile St. and IL 121.

Any extensions to this lateral or additional fiber access points requested by the Customer from DoIT will need to be mutually agreed by both parties.

EXHIBIT B

Fiber Specifications / Acceptance Testing

1. Fiber Specifications.

   a. The maximum bi-directional average splice loss shall not exceed 0.15 dB.
   b. All splices shall be sealed in water proof splice enclosures.
   c. Attenuation at 1310 nm = 0.35 dB/km max
   d. Attenuation at 1550 nm = 0.25 dB/km max
   e. Connector loss shall not exceed 0.5dB per connector
   f. Fiber will meet or exceed Corning Single Mode Fiber SMF-28 Specifications
   g. Event Reflectivity (Minimum ORL) should not exceed 27 dB.

2. Fiber Acceptance Testing.

   - Non-destructive Attenuation Tests (End to End)
   - Optical Time Domain Reflectometer Tests (OTDR)

   Fiber acceptance testing will be performed to ensure that the fibers will operate within the parameters of the Specifications set forth in this Exhibit B.

   a. More specifically, fiber acceptance testing will include the following:

      - Continuity Uniformity Tests:
        All fibers shall be tested bi-directionally at 1310 nm or 1550 nm, as applicable, with an OTDR; the subsequent traces shall be inspected for end-to end continuity and for uniform attenuation. These traces will be attached to an email or contained on a removable storage drive.

      - Optical Length:
        The OTDR will be used to determine the end-to end optical length of the cable.

      - Splice Loss:
        Splice loss will be measured bi-directionally with an OTDR using the Splice Loss average method.

      - End-to-End Loss:
        Using a light source and a power meter, the bi-directional, connector-to-connector attenuation will be measured for each fiber at 1310 nm and 1550 nm, as applicable. The acceptance average attenuation per kilometer on a per span basis shall be the attenuation set forth by this agreement.

a. The end-to-end value as measured with an industry-accepted laser source and power meter should have an attenuation rating of less than or equal to the following:

(1) At 1310 nm: (0.35 dB/km x km of cable) +

(number of connectors x 0.50) +

(number of splices x 0.10)

(2) At 1550 nm: (0.25 dB/km x km of cable) +
(number of connectors x 0.50) +

(number of splices x 0.10)

b. DoIT' loss / attenuation objective for each fiber optic splice is 0.10 dB (with a 0.15 upper limit) when measured in one direction with an OTDR test set (excluding connector loss, which is typically 0.50 dB per connector)

3. Out-of-Spec Testing. Test results outside the specifications listed above shall be noted, but shall not preclude acceptance of a fiber if the out-of-spec condition does not affect transmission capability (based on use of then-prevailing telecommunications industry standards applicable to equipment generally used with the relevant type of fiber) or create a significant possibility of an outage.

EXHIBIT C

Fiber Project Completion and Transfer of Ownership

By signature affixed below, Illinois Department of Innovation and Technology ("DoIT") hereby officially notifies the City of Decatur, Illinois ("Public Agency") that DoIT has received final payment for the Fiber provided to Public Agency, pursuant to the Intergovernmental Agreement for Fiber Build Services between DoIT and Public Agency dated _____, 2016 ("Agreement") and therefore transfers ownership, right of use, and freedom with how the finished Fiber is used exclusively to the Public Agency, and described as follows:

Has an Acceptance Date of _____, 2016.

Accordingly, for purposes of the Agreement, the Acceptance Date shall be the above stated date.

Signed and Acknowledged without exception:

Illinois Department of Innovation and Technology	**[Public Agency]**
By _____	By _____
Date:	Date:
Name:	Name:
Title:	Title:
I have authority to bind DoIT	I have authority to bind the Public Agency

Development Services

DATE: 5/26/2017

MEMO: No. 17-12

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT:
Rezone 1210 South Jasper Street from R-3 Single Family Residence District to B-1 Neighborhood Shopping District

SUMMARY RECOMMENDATION:
Staff recommends approval of the rezoning to B-1 Neighborhood Shopping District. The City Plan Commission voted 8-0 to recommend approval of this petition at the May 4, 2017 meeting; the minutes of the meeting are attached.

BACKGROUND:
The subject site located at 1210 South Jasper Street is currently zoned both B-1 Neighborhood Shopping District and R-3 Single Family Residence District and consists of approximately 18,000 square feet. The eastern lot to be rezoned of this site is approximately 6,000 square feet.
There is a commercial structure, an accessory structure as well as a parking lot to accommodate the commercial structure on the subject site.
The petitioner proposes to rezone the eastern 1/3 of the site from R-3 Single Family Residence District to B-1 Neighborhood Shopping District to allow for all those uses permitted in the B-1 Neighborhood Shopping District and create a consistent zoning district on site.
Rezoning the eastern 1/3 of the site from R-3 Single Family Residence District to B-1 Neighborhood Shopping District should not create any adverse effects on the adjacent properties or the City as a whole as a majority of the site is already zoned B-1 Neighborhood Shopping District and the eastern lot has been used for a parking lot and accessory structure for some years.

The adjacent zoning includes B-1 Neighborhood Shopping District to the south and west, and R-3 Single Family Residence District to the north and east. The Macon County and Decatur Comprehensive Plan shows this area as Retail which is consistent with the B-1 Neighborhood Shopping District. The existing uses to the south and west are compatible with the permitted uses in the B-1 Neighborhood Shopping District.

POTENTIAL OBJECTIONS: There were no known objectors at the Plan Commission Meeting.

INPUT FROM OTHER SOURCES:
The petition has been reviewed by the City's Technical Review Committee; Planning, Engineering and Fire.

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

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

ORDINANCE REZONING PROPERTY
R-3 SINGLE FAMILY RESIDENCE DISTRICT TO
B-1 NEIGHBORHOOD SHOPPING DISTRICT
- 1210 SOUTH JASPER STREET -

WHEREAS, on the 4th day of May, 2017, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Gussie Reed, to rezone premises legally described as:

> Lot Thirteen (13) of Block Two (2) of H. and F.A. Dickinson's Subdivision of a part of Lot Three (3) in the East ½ of the Northeast ¼ of Section Twenty-three (23), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., as per Plat recorded in Book 22, Page 562 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois,

from R-3 Single Family Residence District to B-1 Neighborhood Shopping District; and,

WHEREAS, the Decatur City Plan Commission recommended that the prayer of said petition be granted.

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

Section 1. That the recommendation of the Decatur City Plan Commission be, and the same is hereby, received, placed on file and approved.

Section 2. That said described premises be, and they are hereby, rezoned from R-3 Single Family Residence District to B-1 Neighborhood Shopping District.

Section 3. That the Districts herein mentioned are those districts set forth and defined in Ordinance No. 3512 of the City of Decatur, Illinois, commonly known as the Zoning Ordinance, and all the provisions, regulations, restrictions and requirements therein set forth shall apply to the premises described herein.

Section 4. That the zoning of said premises as set out herein shall be shown and verified on the Zoning District Map as in such Ordinance No. 3512 provided and said District be, and it is hereby, amended and changed as herein set forth.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of June, 2017.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

City of Decatur, Illinois

PETITION FOR REZONING

Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois

Economic and Urban Development Department
One Gary K. Anderson Plaza — 424-2793
Decatur, Illinois 62523-1196 — FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION					
Petitioner	GUSSIE REED				
Address	2555 LAKE REUNION PARKWAY				
City	DECATUR	State IL	IL	Zip	62521
Telephone	(217) 652-3759	Fax		E-mail	GREED@AMEREN.COM
Property Owner	GUSSIE REED				
Address	2555 LAKE REUNION PARKWAY				
City	DECATUR	State	IL	Zip	62521
Telephone	(217) 652 3759	Fax		E-mail	GREED@AMEREN.COM
Representative	JEREMY MORRIS				
Address	2555 LAKE REUNION PARKWAY				
City	DECATUR	State	IL	Zip	62521
Telephone	(217) 474-5007	Fax		E-mail	JKYLE171@GMAIL.COM

SECTION TWO: SITE INFORMATION						
Street Address	1210 S. JASPER STREET					
Legal Description	LOTS 13, 14 & 15, BLK 2, DICKINSONS SUBD. OF PART OF LOT 3					
Present Zoning	☐ R-1	☐ R-2	☑ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development?
	☑ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES Approval Date: _____
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☐ NO
Please list all improvements on the site:	1-COMMERCIAL OFFICE BLDG					
Size of Tract	☐ SF ☐ AC	1-DETATCHED GARAGE				

SECTION THREE: REQUESTED ACTION						
Rezone Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development?
	☑ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☐ NO
Other:						

Section Three Continued	
Purpose	*Please state the purpose of the proposed rezoning.*
REZONING FOR COMPLETE COMMERCIAL USE	

SECTION FOUR: JUSTIFICATION

The petitioner submits to the City Plan Commission and City Council the following facts (addit ional pages may be attached):

PARCEL IS ZONED FOR COMMERCIAL AND RESIDENTIAL. REQUEST TO APPLY ONE ZONE TO PARCEL (B1).

SECTION FIVE: CERTIFICATION

To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceeding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.

Petitioner's Signature	Jessie Reed	**Date**	4/6/2017

NOTES:

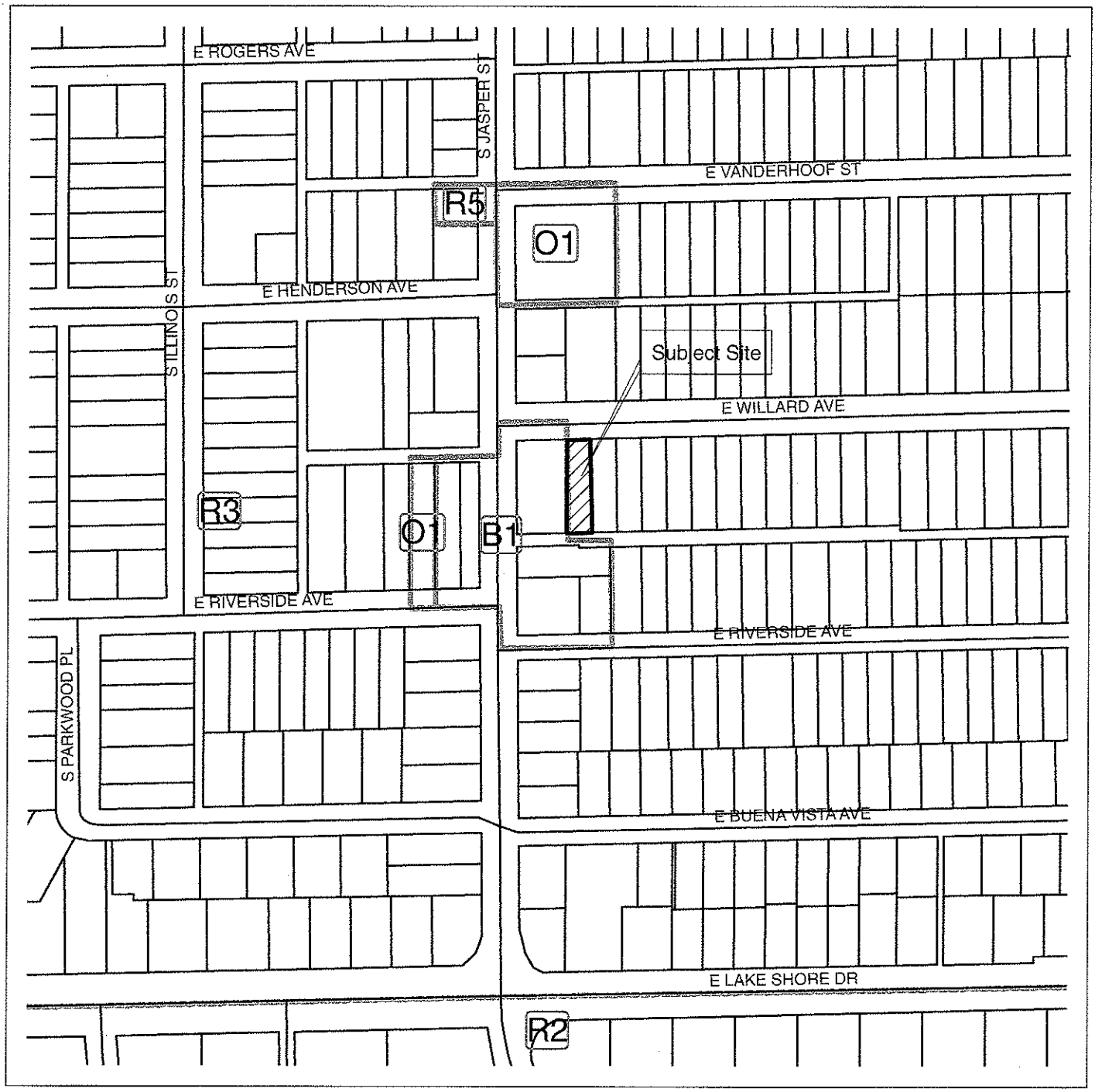
1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees.
2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council.
3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal.
4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

Decatur City Plan Commission

1210 South Jasper Street



Cal. No.:	17-15
Date:	May 4, 2017
Petition of:	Gussie Reed
Requested Action:	Rezone to B-1 Neighborhood Shopping District

0 250 500 Feet

N

Legend

- Decatur Roads
- subject site
- Decatur Parcel data
- Decatur Zoning

STAFF REPORT
Decatur City Plan Commission

COMMON NAME: 1210 South Jasper Street

GENERAL INFORMATION

Hearing Date	May 4, 2017
Calendar No.	17-15
Property Location	1210 South Jasper Street
Requested Action	Rezone from R-3 Single Family Residence District to B-1 Neighborhood Shopping District
Petitioner	Gussie Reed
Representative	Jeremy Morris

LAND USE AND ZONING

Direction	*Existing Land Use*	*Zoning*	*Comprehensive Plan*
Subject Property	Office/Commercial	R-3	Retail
North	Single Family Residence	R-3	Residential-Low Density
South	Office	B-1	Retail
East	Single Family Residence	R-3	Residential-Low Density
West	Office	B-1	Retail

BACKGROUND

1. The subject site located at 1210 South Jasper Street is currently zoned both B-1 Neighborhood Shopping District and R-3 Single Family Residence District and consists of approximately 18,000 square feet. The eastern lot to be rezoned of this site is approximately 6,000 square feet.

2. The eastern 1/3 of this site is zoned R-3 Single Family Residence District with the western 2/3 being zoned B-1 Neighborhood Shopping District.

3. There is a commercial structure, an accessory structure as well as a parking lot to accommodate the commercial structure on the subject site.

PROJECT DESCRIPTION

1. The petitioner proposes to rezone the eastern 1/3 of the site from R-3 Single Family Residence District to B-1 Neighborhood Shopping District to allow for all those uses permitted in the B-1 Neighborhood Shopping District and create a consistent zoning district on site.

STAFF ANALYSIS

1. Rezoning the eastern 1/3 of the site from R-3 Single Family Residence District to B-1 Neighborhood Shopping District should not create any adverse effects on the adjacent properties or the City as a whole as a majority of the site is already zoned B-1 Neighborhood Shopping District and the eastern lot has been used for a parking lot and accessory structure for some years.

2. The adjacent zoning includes B-1 Neighborhood Shopping District to the south and west, and R-3 Single Family Residence District to the north and east. The Macon County and Decatur Comprehensive Plan shows this area as Retail which is consistent with the B-1 Neighborhood Shopping District. The existing uses to the south and west are compatible with the permitted uses in the B-1 Neighborhood Shopping District.

STAFF RECOMMENDATION

1. Staff recommends approval of the rezoning.

PLAN COMMISSION ACTION

1. Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 17-15 to the City Council with a recommendation for approval is suggested.

The above report constitutes the testimony and recommendation of the Planning and Sustainability Division, Department of Planning and Building Services, City of Decatur.

Suzan M. Stickle
Senior Planner

ATTACHMENTS

1. Petition
2. Location Map

Excerpts from Plan Commission Meeting of May 4, 2017:

Cal. No. 17-15 Petition of GUSSIE REED, to rezone property located at 1210 SOUTH JASPER STREET from R-3 Single Family Residence District to B-1 Neighborhood Shopping District.

Ms. Stickle presented the recommendation of staff:

The subject site located at 1210 South Jasper Street is currently zoned both B-1 Neighborhood Shopping District and R-3 Single Family Residence District and consists of approximately 18,000 square feet. The eastern lot to be rezoned of this site is approximately 6,000 square feet.

The eastern 1/3 of this site is zoned R-3 Single Family Residence District with the western 2/3 being zoned B-1 Neighborhood Shopping District.

There is a commercial structure, an accessory structure as well as a parking lot to accommodate the commercial structure on the subject site.

The petitioner proposes to rezone the eastern 1/3 of the site from R-3 Single Family Residence District to B-1 Neighborhood Shopping District to allow for all those uses permitted in the B-1 Neighborhood Shopping District and create a consistent zoning district on site.

Rezoning the eastern 1/3 of the site from R-3 Single Family Residence District to B-1 Neighborhood Shopping District should not create any adverse effects on the adjacent properties or the City as a whole as a majority of the site is already zoned B-1 Neighborhood Shopping District and the eastern lot has been used for a parking lot and accessory structure for some years.

The adjacent zoning includes B-1 Neighborhood Shopping District to the south and west, and R-3 Single Family Residence District to the north and east. The Macon County and Decatur Comprehensive Plan shows this area as Retail which is consistent with the B-1 Neighborhood Shopping District. The existing uses to the south and west are compatible with the permitted uses in the B-1 Neighborhood Shopping District.

Staff recommends approval of the rezoning.

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 17-15 to the City Council with a recommendation for approval is suggested.

Mr. Kent Newton asked if this site was a separate lot. Ms. Stickle said yes, there are three (3) lots that make up the parcel. Ms. Stickle said she showed the individual lot on the map since the map only show the parcel lines and that lot is the only one not zoned property

Mr. Jeremy Morris, representative, was sworn in by Mrs. Poland.

Mr. Morris stated this piece of property will be for future business use. The zoning needs to be changed in order to fit that need.

There were no objectors present.

It was moved and seconded (Newton/Frantz) to forward Calendar No. 17-15 to the City Council with a recommendation for approval. Motion carried unanimously.

Development Services

DATE: 5/26/2017

MEMO: No. 17-10

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Amendments to Zoning Ordinance (Ordinance #3512, as amended)

SUMMARY RECOMMENDATION:
Staff recommends approval of the amendments to the City of Decatur Zoning Ordinance (Ordinance #3512, as amended) as proposed. The City Plan Commission voted 8-0 to recommend approval of this petition at the May 4, 2017 meeting; the minutes of the meeting are attached.

BACKGROUND:
The proposed amendments will add to the list of conditional uses in the B-2 Commercial District and provide for an increase in allowable height and area for interstate signs.
One of the proposed amendments is to allow for animal kennels by a conditional use permit in the B-2 Commercial District. Like animal clinic/hospitals, they are currently a permitted use in the M-1 Intense Commercial/Light Industrial District provided that the outdoor kennels not be located less than 100 feet from a residential district. The proposed amendment is to make animal kennels consistent with the animal clinic/hospital that is permitted in the B-2 Commercial District with a conditional use permit provided that outdoor kennels not be located less than 100 feet from a residential district.
The proposed amendments to the Signage section will allow for interstate signs to increase the maximum area to 900 square feet and increase the maximum height to 170 feet. This would only be for those signs located within 250 feet of the interstate. From a land use perspective, the change could help to increase commercial and economic development opportunities along the interstate, with increased economic development being a goal of the Decatur community, providing increased visibility for potential shoppers. Also, there are often natural barriers located along interstates, including tall trees and the fact that adjacent developable land is sometimes found at a lower elevation than the interstate which means that taller, sometimes larger signage is needed for it to be effective from certain distances. The current allowances are 60 feet in maximum height and 200 square feet in area.

POTENTIAL OBJECTIONS: There were no known objectors at the Plan Commission Meeting.

INPUT FROM OTHER SOURCES: N/A

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

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

ORDINANCE AMENDING ZONING ORDINANCE
-SECTION XII. B-2 COMMERCIAL DISTRICT-

WHEREAS, on the 4th day of May, 2017 upon due notice, the Decatur City Plan Commission held a public hearing on the petition of Billy Tyus, Assistant City Manager, to modify and amend the Zoning Ordinance of the City of Decatur, the same being Ordinance No. 3512, as amended, by amending Section XII., B-2 COMMERCIAL DISTRICT thereof, so that said Section XII. as modified and amended shall provide as set forth herein.

XII. B-2 Commercial District

B. Conditional Uses

…

Animal kennel, provided that any outdoor kennels be located not less than 100 feet from a property line of any property located in a residential district.

WHEREAS, the Decatur City Plan Commission did report its findings and did recommend that said petition be granted and that the Zoning Ordinance be so modified and amended.

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

Section 1. That the report and recommendations of the Decatur City Plan Commission be, and the same are hereby, received, placed on file and approved.

Section 2. That the Zoning Ordinance of the City of Decatur be, and the same is hereby, amended and modified at Section XII. as set forth herein.

Section 3. That the City Clerk be, and she is hereby, authorized and directed to cause this ordinance to be published in pamphlet form.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of June, 2017.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

PUBLISHED this _____ day of _____, 2017.

_____
CITY CLERK

SECTION XII.B.

B-2 Commercial District-Conditional Uses

Animal kennel, provided that any outdoor kennels be located not less than 100 feet from a property line of any property located in a residential district.

City of Decatur, Illinois

PETITION FOR REZONING

Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois

Economic and Urban Development Department
One Gary K. Anderson Plaza — 424-2793
Decatur, Illinois 62523-1196 — FAX 424-2793

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION					
Petitioner	Billy Tyus				
Address	#1 Gary K. Anderson Plaza				
City	Decatur	State	Illinois	Zip	62523
Telephone	217-424-2727	Fax		E-mail	btyus@decaturil.vgov
Property Owner					
Address					
City		State		Zip	
Telephone		Fax		E-mail	
Representative					
Address					
City		State		Zip	
Telephone		Fax		E-mail	

SECTION TWO: SITE INFORMATION						
Street Address	N/A					
Legal Description	N/A					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES Approval Date: _____
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☐ NO
Please list all improvements on the site:						
Size of Tract	☐ SF ☐ AC					

SECTION THREE: REQUESTED ACTION						
Rezone Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☐ NO
Other:	Amend Zoning Ordinance (Ord. #3512, as amended)					

Section Three Continued	
Purpose	*Please state the purpose of the proposed rezoning.*

The proposed amendments will add to the list of conditional uses in the B-2 Commercial District and provide for an increase in allowable height and area for interstate signs.

SECTION FOUR: JUSTIFICATION

The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):

The amendments for signage will allow for an increase in area and height for interstate signs making them more visible. The addition to the list of conditional use permits would allow for animal kennels in the B-2 Commercial District with an approved conditional use permit. An amendment allowing the animal kennels in the B-2 District would be consistent with the regulations for animal clinic/hospitals.

SECTION FIVE: CERTIFICATION

To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.

Petitioner's Signature		**Date**	January 5, 2017

NOTES:

1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees.
2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council.
3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal.
4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

SECTION XII.B.

B-2 Commercial District-Conditional Uses

Animal kennel, provided that any outdoor kennels be located not less than 100 feet from a property line of any property located in a residential district.

SECTION XXV.F.10.

Signage-Signs in Business and Industrial Districts-Interstate Signs

Lots located within 250 feet of the centerline of Interstate 72 that are zoned B-2, B-3, M-1 or M-2 and have a minimum of 150 feet of frontage adjacent to the interstate may increase the area of a freestanding sign along the interstate frontage to ~~200~~ 900 square feet and ~~60~~ 170 feet in height. No interstate sign may be located within 200 feet of another interstate freestanding sign. One interstate freestanding sign is permitted per lot and shall not be counted towards the total number of freestanding signs permitted for a single lot.

STAFF REPORT
Decatur City Plan Commission

COMMON NAME: City of Decatur Zoning Ordinance

GENERAL INFORMATION

Hearing Date	May 4, 2017
Calendar No.	17-06
Requested Action	Amendments to Zoning Ordinance (Ordinance #3512)
Petitioner	Billy Tyus, Assistant City Manager

BACKGROUND

The current City of Decatur Zoning Ordinance was adopted in May of 2002. Over time, Staff has determined certain amendments are necessary to make the Zoning Ordinance more comprehensive and applicable to the changing built urban environment all the while keeping the charge of making Decatur a beautiful place to live, work and play. Specifically amendments to SECTION XII. B-2 Commercial District and SECTION XXV. Signage.

The proposed amendments will add to the list of conditional uses in the B-2 Commercial District and provide for an increase in allowable height and area for interstate signs.

DESCRIPTION

One of the proposed amendments is to allow for animal kennels by a conditional use permit in the B-2 Commercial District. Like animal clinic/hospitals, they are currently a permitted use in the M-1 Intense Commercial/Light Industrial District provided that the outdoor kennels not be located less than 100 feet from a residential district. The proposed amendment is to make animal kennels consistent with the animal clinic/hospital that is permitted in the B-2 Commercial District with a conditional use permit provided that outdoor kennels not be located less than 100 feet from a residential district.

The proposed amendments to the Signage section will allow for interstate signs to increase the maximum area to 900 square feet and increase the maximum height to 170 feet. This would only be for those signs located within 250 feet of the interstate. From a land use perspective, the change could help to increase commercial and economic development opportunities along the interstate, with increased economic development being a goal of the Decatur community, providing increased visibility for potential shoppers. Also, there are often natural barriers located along interstates, including tall trees and the fact that adjacent developable land is sometimes found at a lower elevation than the interstate which means that taller, sometimes larger signage is needed for it to be effective from certain distances. The current allowances are 60 feet in maximum height and 200 square feet in area.

STAFF RECOMMENDATION
Staff recommends approval of the amendments as proposed.

PLAN COMMISSION ACTION
Section XXIX.G. of the Zoning Ordinance requires the Plan Commission to hold a public hearing and make recommendations to the City Council on amendments to the Zoning Ordinance. A motion to forward Calendar Number 17-06 to City Council with a recommendation of approval is suggested.
The above report constitutes the testimony and recommendation of the Division of Planning and Sustainability, Department of Planning and Building Services, City of Decatur.

ATTACHMENTS
1. Petition
2. Mark Up

Excerpts from Plan Commission Meeting of May 4, 2017:

Cal. No. 17-06 Petition of BILLY TYUS, ASSISTANT CITY MANAGER, for amendments to the City of Decatur Zoning Ordinance Section XII.B.-B-2 Commercial District-Conditional Uses and Section XXV.F.10.-Signage-Signs in Business and Industrial Districts-Interstate Signs.

Ms. Stickle presented the recommendation of staff:

The current City of Decatur Zoning Ordinance was adopted in May of 2002. Over time, Staff has determined certain amendments are necessary to make the Zoning Ordinance more comprehensive and applicable to the changing built urban environment all the while keeping the charge of making Decatur a beautiful place to live, work and play. Specifically amendments to SECTION XII. B-2 Commercial District and SECTION XXV. Signage.

The proposed amendments will add to the list of conditional uses in the B-2 Commercial District and provide for an increase in allowable height and area for interstate signs.

One of the proposed amendments is to allow for animal kennels by a conditional use permit in the B-2 Commercial District. Like animal clinic/hospitals, they are currently a permitted use in the M-1 Intense Commercial/Light Industrial District provided that the outdoor kennels not be located less than 100 feet from a residential district. The proposed amendment is to make animal kennels consistent with the animal clinic/hospital that is permitted in the B-2 Commercial District with a conditional use permit provided that outdoor kennels not be located less than 100 feet from a residential district.

The proposed amendments to the Signage section will allow for interstate signs to increase the maximum area to 900 square feet and increase the maximum height to 170 feet. This would only be for those signs located within 250 feet of the interstate. From a land use perspective, the change could help to increase commercial and economic development opportunities along the interstate, with increased economic development being a goal of the Decatur community, providing increased visibility for potential shoppers. Also, there are often natural barriers located along interstates, including tall trees and the fact that adjacent developable land is sometimes found at a lower elevation than the interstate which means that taller, sometimes larger signage is needed for it to be effective from certain distances. The current allowances are 60 feet in maximum height and 200 square feet in area.

Staff recommends approval of the amendments as proposed.

Section XXIX.G. of the Zoning Ordinance requires the Plan Commission to hold a public hearing and make recommendations to the City Council on amendments to the Zoning Ordinance. A motion to forward Calendar Number 17-06 to City Council with a recommendation of approval is suggested.

Mr. Bruce Frantz asked if the amendment in regard to the dog kennel would be for a business or an individual person. Ms. Stickle said it would be a business.

There were no objectors present.

It was moved and seconded (Frantz/Peck) to forward Calendar No. 17-06 to the City Council with a recommendation for approval. Motion carried unanimously.

ORDINANCE NO. _____

ORDINANCE AMENDING ZONING ORDINANCE
-SECTION XXV. SIGNAGE-

WHEREAS, on the 4th day of May, 2017 upon due notice, the Decatur City Plan Commission held a public hearing on the petition of Billy Tyus, Assistant City Manager, to modify and amend the Zoning Ordinance of the City of Decatur, the same being Ordinance No. 3512, as amended, by amending Section XXV., SIGNAGE thereof, so that said Section XXV. as modified and amended shall provide as set forth herein.

XXV. Signage

F. Signs in Business and Industrial Districts

10. Interstate Signs

Lots located within 250 feet of the centerline of Interstate 72 that are zoned B-2, B-3, M-1 or M-2 and have a minimum of 150 feet of frontage adjacent to the interstate may increase the area of a freestanding sign along the interstate frontage to 900 square feet and 170 feet in height. No interstate sign may be located within 200 feet of another interstate freestanding sign. One interstate freestanding sign is permitted per lot and shall not be counted towards the total number of freestanding signs permitted for a single lot.

WHEREAS, the Decatur City Plan Commission did report its findings and did recommend that said petition be granted and that the Zoning Ordinance be so modified and amended.

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

Section 1. That the report and recommendations of the Decatur City Plan Commission be, and the same are hereby, received, placed on file and approved.

Section 2. That the Zoning Ordinance of the City of Decatur be, and the same is hereby, amended and modified at Section XXV. as set forth herein.

Section 3. That the City Clerk be, and she is hereby, authorized and directed to cause this ordinance to be published in pamphlet form.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of June, 2017.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

PUBLISHED this _____ day of _____, 2017.

_____
CITY CLERK

SECTION XXV.F.10.

Signage-Signs in Business and Industrial Districts-Interstate Signs

Lots located within 250 feet of the centerline of Interstate 72 that are zoned B-2, B-3, M-1 or M-2 and have a minimum of 150 feet of frontage adjacent to the interstate may increase the area of a freestanding sign along the interstate frontage to ~~200~~ 900 square feet and ~~60~~ 170 feet in height. No interstate sign may be located within 200 feet of another interstate freestanding sign. One interstate freestanding sign is permitted per lot and shall not be counted towards the total number of freestanding signs permitted for a single lot.

Development Services

DATE: 5/26/2017

MEMO: No. 17-11

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT:
Rezone in the 3900 Block of County Fair Drive from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District

SUMMARY RECOMMENDATION:
Staff recommends approval of the rezoning to M-1 Intense Commercial/Light Industrial District. The City Plan Commission voted 8-0 to recommend approval of this petition at the May 4, 2017 meeting; the minutes of the meeting are attached.

BACKGROUND:
The subject site located in the 3900 Block of County Fair Drive is part of a larger parcel of land currently zoned R-1 Single Family Residence District and consists of approximately 0.55 acres of undeveloped land. It is located to the east of the Interstate 72 eastbound on ramp, north of Illinois Route 121.

The petitioner proposes to rezone the subject site to allow for all those uses permitted in the M-1 Intense Commercial/Light Industrial District and create a larger development site that is zoned properly for a proposed development.

Rezoning the subject site from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District should not create any adverse effects on the adjacent properties or the City as a whole.

The adjacent zoning includes M-1 Intense Commercial/Light Industrial District to the south and west, and R-1 Single Family Residence District to the north and east. Much of the land that is immediately adjacent is already zoned M-1 Intense Commercial/Light industrial. The Macon County and Decatur Comprehensive Plan does not show this area with a future land use type. It does address that there should be encouragement of employment uses adjacent to and near the Macon County Fairgrounds, one of several factors to be considered related to zoning decisions.

POTENTIAL OBJECTIONS: There were no known objectors at the Plan Commission Meeting.

INPUT FROM OTHER SOURCES:
The petition has been reviewed by the City's Technical Review Committee; Planning, Engineering and Fire.

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

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

ORDINANCE REZONING PROPERTY
R-1 SINGLE FAMILY RESIDENCE DISTRICT TO
M-1 INTENSE COMMERCIAL/LIGHT INDUSTRIAL DISTRICT
- 3900 BLOCK OF COUNTY FAIR DRIVE -

WHEREAS, on the 4th day of May, 2017, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Chad Bruner, to rezone premises legally described as:

> Part of the Northwest Quarter of the Southeast Quarter of Section 29, Township 17 North, Range 2 East of the Third Principal Meridian, described as follows, to-wit:
>
> Beginning at the Southwest Corner of the Northwest Quarter of the Southeast Quarter of said Section 29, said point also being the Northwest Corner of Lot 13 as designated County Fair Commercial/Industrial Park II, the plat of which subdivision being recorded in the Macon County Recorder's Office in Book 1832, on Page 148; thence North 0 degrees 01 minutes 21 seconds East along the West line of the Southeast Quarter of said Section 29, a distance of 321.93 feet to a point on the South Line of the North 30 acres of the West Half of the Southeast Quarter of said Section 29; thence South 25 degrees 05 minutes 32 second East, a distance of 351.74 feet to the most Northeasterly Corner of said Lot 13; thence South 88 degrees 42 minutes 13 seconds West along the North line of said Lot 13, a distance of 149.33 feet to the point of beginning. Containing 0.552 acres, more or less. Situated in Macon County, Illinois,

from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District; and,

WHEREAS, the Decatur City Plan Commission recommended that the prayer of said petition be granted.

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

Section 1. That the recommendation of the Decatur City Plan Commission be, and the same is hereby, received, placed on file and approved.

Section 2. That said described premises be, and they are hereby, rezoned from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District.

Section 3. That the Districts herein mentioned are those districts set forth and defined in Ordinance No. 3512 of the City of Decatur, Illinois, commonly known as the Zoning Ordinance, and all the provisions, regulations, restrictions and requirements therein set forth shall apply to the premises described herein.

Section 4. That the zoning of said premises as set out herein shall be shown and verified on the Zoning District Map as in such Ordinance No. 3512 provided and said District be, and it is hereby, amended and changed as herein set forth.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of June, 2017.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

City of Decatur, Illinois

PETITION FOR REZONING

Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois

Economic and Urban Development Department
One Gary K. Anderson Plaza — 424-2793
Decatur, Illinois 62523-1196 — FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	Chad Bruner				
Address	10601 North Pennsylvania Ave.				
City	Oklahoma City	State	Oklahoma	Zip	73120
Telephone	405-463-8801	Fax	405-936-7800	E-mail	chad.bruner@loves.com
Property Owner	Central Illinois Bank, As Trustee - Attn: Andrew Chiligiris, Esq.				
Address	143 N. Water Street				
City	Decatur	State	IL	Zip	62623
Telephone		Fax		E-mail	
Representative	Matt Finke, CESO Inc.				
Address	8534 Yankee Street, Suite 2B				
City	Dayton	State	Ohio	Zip	45458
Telephone	937-401-3834	Fax	937-435-3307	E-mail	finke@cesoinc.com

SECTION TWO: SITE INFORMATION

Street Address	None - Parcel ID # 07-07-29-401-003					
Legal Description	See attached with this submittal					
Present Zoning	☑ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES Approval Date: _____
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☐ NO
Please list all improvements on the site:	Truck parking and detention basin					
Size of Tract	0.55 ☐ SF ☑ AC					

SECTION THREE: REQUESTED ACTION

Rezone Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES
	☑ M-1	☐ M-2	☐ M-3	☐ PMR-1		☑ NO
Other:						

Section Three Continued	
Purpose	*Please state the purpose of the proposed rezoning.*
To be utilized by the Love's Travel Stop development	

SECTION FOUR: JUSTIFICATION
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):
The existing parcels zoned M-1 in the NW corner of the intersection of IL 121 and County Fair Drive together make up an oddly shaped lot that doesn't work for the proposed Love's development. Therefore, Love's is under contract to purchase 0.55 acres from parcel ID # 07-07-29-401-003 and to rezone it M-1.

SECTION FIVE: CERTIFICATION			
	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.		
Petitioner's Signature		**Date**	3/31/17

NOTES:

1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees.
2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council.
3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal.
4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

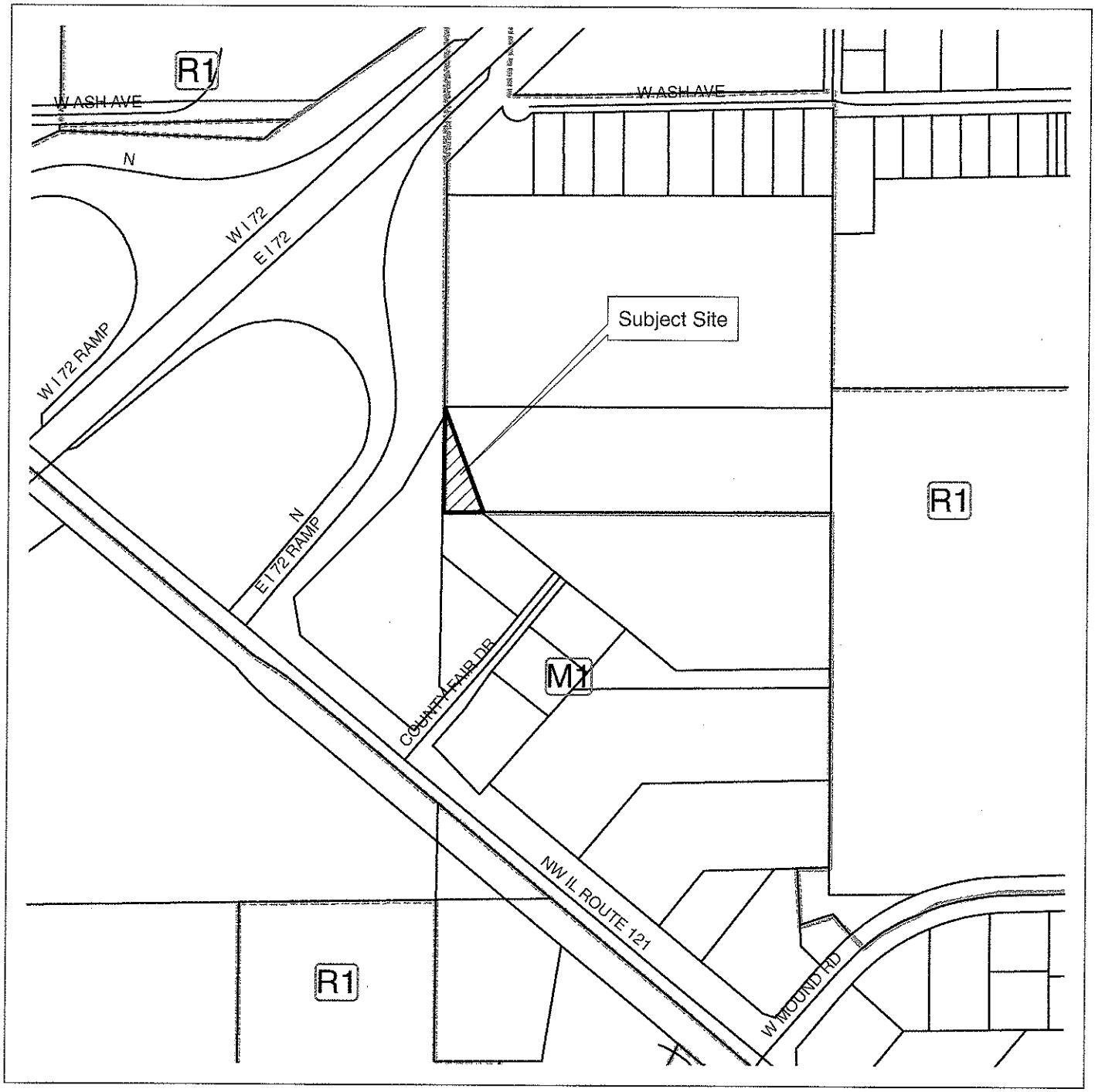
LEGAL DESCRIPTION OF TRIANGLE PARCEL TO BE REZONED

PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 13 AS DESIGNATED COUNTY FAIR COMMERCIAL/INDUSTRIAL PARK II, THE PLAT OF WHICH SUBDIVISION BEING RECORDED IN THE MACON COUNTY RECORDER'S OFFICE IN BOOK 1832, ON PAGE 148; THENCE NORTH 0 DEGREES 01 MINUTES 21 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 321.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 ACRES OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTH 25 DEGREES 05 MINUTES 32 SECONDS EAST, A DISTANCE OF 351.74 FEET TO THE MOST NORTHEASTERLY CORNER OF SAID LOT 13; THENCE SOUTH 88 DEGREES 42 MINUTES 13 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 13, A DISTANCE OF 149.33 FEET TO THE POINT OF BEGINNING. CONTAINING 0.552 ACRES, MORE OR LESS.

Decatur City Plan Commission

3900 Block County Fair Drive



Cal. No.:	17-14
Date:	May 4, 2017
Petition of:	Chad Bruner
Requested Action:	Rezone to M-1 Intense Commercial/Light Industrial District

0 250 500 1,000 Feet

N

Legend

- Decatur Roads
- subject site
- Decatur Parcel data
- Decatur Zoning

STAFF REPORT
Decatur City Plan Commission

COMMON NAME: 3900 Block County Fair Drive

GENERAL INFORMATION

Hearing Date	May 4, 2017
Calendar No.	17-14
Property Location	3900 Block County Fair Drive
Requested Action	Rezone from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District
Petitioner	Chad Bruner
Representative	Matt Finke, CESO Inc.

LAND USE AND ZONING

Direction	*Existing Land Use*	*Zoning*	*Comprehensive Plan*
Subject Property	Undeveloped	R-1	No Information
North	Agricultural	R-1	No Information
South	Undeveloped	M-1	No Information
East	Agricultural	R-1	No Information
West	Agricultural	M-1	No Information

BACKGROUND

1. The subject site located in the 3900 Block of County Fair Drive is currently zoned R-1 Single Family Residence District and consists of approximately 0.55 acres of undeveloped land.

2. The subject site is located to the east of the Interstate 72 eastbound on ramp, north of Illinois Route 121.

PROJECT DESCRIPTION

1. The petitioner proposes to rezone the subject site to allow for all those uses permitted in the M-1 Intense Commercial/Light Industrial District and create a larger development site that is zoned properly for the proposed development.

STAFF ANALYSIS

1. Rezoning the subject site from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District should not create any adverse effects on the adjacent properties or the City as a whole.

2. The adjacent zoning includes M-1 Intense Commercial/Light Industrial District to the south and west, and R-1 Single Family Residence District to the north and east. The Macon County and Decatur Comprehensive Plan does not show this area with a future land use type. It does address that there should be encouragement of employment uses adjacent to and near the Macon County Fairgrounds. The subject site is located less than a half of a mile from the Fairgrounds and would

therefore be in compliance with the encouragement of employment uses. The permitted uses in the M-1 Intense Commercial/Light Industrial District are compatible with the existing uses in the area.

STAFF RECOMMENDATION

1. Staff recommends approval of the rezoning.

PLAN COMMISSION ACTION

1. Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 17-14 to the City Council with a recommendation for approval is suggested.

The above report constitutes the testimony and recommendation of the Planning and Sustainability Division, Department of Planning and Building Services, City of Decatur.

Suzan M. Stickle
Senior Planner

ATTACHMENTS

1. Petition
2. Location Map

Excerpts from Plan Commission Meeting of May 4, 2017:

Cal. No. 17-14	Petition of CHAD BRUNER, to rezone property located in the 3900 Block of COUNTY FAIR DRIVE from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District.

Ms. Suzy Stickle was sworn in by Mrs. Janet Poland.

Ms. Stickle presented the recommendation of staff:

The subject site located in the 3900 Block of County Fair Drive is currently zoned R-1 Single Family Residence District and consists of approximately 0.55 acres of undeveloped land.

The subject site is located to the east of the Interstate 72 eastbound on ramp, north of Illinois Route 121.

The petitioner proposes to rezone the subject site to allow for all those uses permitted in the M-1 Intense Commercial/Light Industrial District and create a larger development site that is zoned properly for the proposed development.

Rezoning the subject site from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District should not create any adverse effects on the adjacent properties or the City as a whole.

The adjacent zoning includes M-1 Intense Commercial/Light Industrial District to the south and west, and R-1 Single Family Residence District to the north and east. The Macon County and Decatur Comprehensive Plan does not show this area with a future land use type. It does address that there should be encouragement of employment uses adjacent to and near the Macon County Fairgrounds. The subject site is located less than a half of a mile from the Fairgrounds and would therefore be in compliance with the encouragement of employment uses. The permitted uses in the M-1 Intense Commercial/Light Industrial District are compatible with the existing uses in the area.

Staff recommends approval of the rezoning.

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 17-14 to the City Council with a recommendation for approval is suggested.

Mr. Chad Bruner, petitioner, was sworn in by Mrs. Poland.

Mr. Bruner stated this is a one-half (½) acre piece that completes a larger development. The rest of the frontage is M-1 Intense Commercial/Light Industrial District and they would like the one-half (½) acre piece to be zoned the same to fit the overall development.

There were no questions and no objectors present.

It was moved and seconded (Smith/Peck) to forward Calendar No. 17-14 to the City Council with a recommendation for approval. Motion carried unanimously.

MINUTES OF THE MEETING

OF THE

DECATUR PLAN COMMISSION

Thursday, April 6, 2017
City Council Chamber, Decatur Civic Center

The April 6, 2017 meeting of the Decatur City Plan Commission was called to order at 3:03 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Glenn Livingston who determined a quorum was present.

Members Present:	Bill Clevenger, Bruce Frantz, Bruce Jeffery, Jack Myatt, Kent Newton, Susie Peck, Terry Smith, Glenn Livingston
Members Absent:	None
Staff Present:	Suzy Stickle, Joselyn Stewart, Troy Hall, Griffin Enyart, John Robinson, Tim Dudley, Janet Poland

It was moved and seconded (Jeffery/Newton) to approve the minutes of the March 2, 2017 meeting of the Decatur City Plan Commission. Motion carried with Jack Myatt and Kent Newton abstaining from the vote.

New Business

Cal. No. 17-11 Petition of BRIAN AND DAWN KENDALL, for a Non-Conforming Use Permit to allow for the expansion of a non-conforming contractor and builder use in the R-1 Single Family Residence District located at 3350 WEST MARIETTA STREET.

Ms. Suzy Stickle was sworn in by Mrs. Janet Poland.

Ms. Stickle presented the recommendation of staff:

The subject site consists of 0.45 acres and is currently developed with a single family structure and a detached accessory structure located at 3350 West Marietta Street. This site was annexed into the City of Decatur in October of 1995 and is currently zoned R-1 Single Family Residence District.

The petitioner has been operating a construction business from this location since its annexation into the City of Decatur in 1995. Prior to the annexation of this site the construction business was operating in Macon County as a home occupation. Macon County's Planning and Zoning Department has confirmed in a letter that the site was in conformance with the requirements for home occupation at the time of annexation in 1995.

The petitioner has provided numerous affidavits from neighbors having knowledge that a construction business has been located at the site ranging in time from 15 years to 34 years.

The petitioner has one (1) employee that reports to this location as an office employee. The office for the construction business is located in the single family structure.

The petitioner is seeking a non-conforming use permit to expand the existing business at the site by enlarging the detached accessory structure to allow for the storage of construction materials, six (6) work vehicles and two (2) JLG lifts. The non-conforming use of this property may continue in its current state per the Zoning Ordinance. The proposed expansion creates the requirement for a non-conforming use permit.

The expansion of a contractors and builders use in the R-1 Single Family Residence District is not consistent with the intent of the Zoning Ordinance or the Macon County and Decatur Comprehensive Plan as it calls for low density residential.

The contractors and builders use is a permitted use in the B-2 Commercial District and allowing this type of high intensity use to expand in a residential district is not with the intent of the Zoning Ordinance.

Residential districts in the City of Decatur are allowed to have home occupations that would be non-intrusive to the neighborhood and continue to allow the neighborhood to maintain a residential character. The home occupation definition requires the use of only the main structure for the business and only those members of the immediate family residing on premise to be employed by the business. This business has an office in the main structure and storage in the detached accessory structure. There is an employee who does not reside at the premise who reports to work in the office. It also requires that equipment is similar in character to that normally used for purely domestic purposes. The petitioner plans to store JLG lifts in the detached accessory structure, which are not similar in character to equipment used for purely domestic purposes. This type of business is clearly not meeting any of the requirements of the City Zoning Ordinance definition for home occupation. Expanding a use such as being requested for contractors and builders that does not remotely resemble a home occupation is not with the intent of the Zoning Ordinance.

The non-conforming use permit has been reviewed by the City's Technical Review Committee, Planning, Engineering and Fire.

Based on the analysis, staff recommends denial of the non-conforming use permit.

Section XXIII. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a non-conforming use permit request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 17-11 to the City Council with a recommendation for denial is suggested.

Chairman Livingston asked if the reason for the denial is based on the additional size of the facility. Ms. Stickle said the use itself is a contractors and builders use. The Zoning Ordinance allows it to remain as non-conforming. The denial is for the expansion of the use.

Mr. Kent Newton asked if the building was the size they are proposing when it was annexed in would it be in compliance. Ms. Stickle said yes, it would continue as a non-conforming use.

Mrs. Mary Cave, representative, was sworn in by Mrs. Poland.

Mrs. Cave said the current garage on the property is in poor condition and must be replaced. Mr. Kendall saw this as an opportunity to enlarge the garage to provide more functionality. He currently has four (4) vehicles and two (2) JLG lifts. Most of the vehicles are left on the job sites. Mr. Kendall was operating the business at this location since 1982 as a contract for deed property. He is currently the property owner. The property was annexed in 1995 through action by the property owner at the time. Mr. Kendall was not aware the property had been annexed. The

petitioner has met the requirements of the Zoning Ordinance to be able to apply for the non-conforming use permit. Mrs. Cave said the property does fit with the rest of the neighborhood. The expansion of the use is for the size of the structure only. It will not add employees or increase traffic causing activities.

Mr. Brian Kendall, petitioner, was sworn in by Mrs. Poland.

Mr. Kendall stated he has worked as a licensed roofer for the last thirty-five (35) years. Two (2) of his three (3) children are involved in the business. The building is inadequate and needs to come down and be rebuilt. He has four (4) vehicles and one is a personal vehicle. The JLG lifts have remained on job sites since they were purchased three (3) years ago and will remain on job sites for the next three (3) to five (5) years. Construction materials are not stored on the property and it is not his intent to start storing them. Mr. Kendall said he has fifteen (15) affidavits from his neighbors that have resided in the area since 1995. This includes his immediate neighbors to the north, south, east and west of his property. He does not have any more vehicles than any of his neighbors and believes he has their support. Mr. Kendall stated all he has ever done is improve the appearance of his property and respect his neighbor's property as well.

Chairman Livingston asked if all of the vehicles will be stored in the building. Mr. Kendall said yes.

Chairman Livingston asked if Mr. Kendall had any plans to increase his office staff. Mr. Kendall said his daughter runs his office and he does not plan on increasing his staff.

Chairman Livingston asked where the JLG lifts are stored when they are not on a job site. Mr. Kendall said very rarely he will have one in his driveway. He has jobs that are going to take several years but they will come back to the business on occasion. Chairman Livingston asked if they will fit in the building if they come back to the property. Mr. Kendall said yes.

Chairman Livingston asked the size of Mr. Kendall's staff. Mr. Kendall said there are three (3) employees and in the summer he will hire six (6) to eight (8) additional seasonal employees.

Mr. Terry Smith asked if this was just a garage addition would it be in violation. Ms. Stickle said it would not be allowed to be built without a variance as the Zoning Ordinance does not allow you to build an accessory structure larger than your main structure.

Mr. Mike Hamel, 3498 West Marietta, was sworn in by Mrs. Poland.

Mr. Hamel stated he has lived right next door to Mr. Kendall for thirty (30) years. Mr. Hamel stated Mr. Kendall runs his business out of his house and there have been no problems.

Ms. Adrienne Lynch, 1144 North Moffet Avenue, was sworn in by Mrs. Poland.

Ms. Lynch said she lives right around the corner from Mr. Kendall. She has known Mr. Kendall for more than twenty (20) years and he has always kept his house up. She said besides the vehicles parked in the driveway, you would be hard pressed to know a business was being run out of the house.

Mr. David Trimby, 3214 West Marietta, was sworn in by Mrs. Poland.

Mr. Trimby stated that he has known Mr. Kendall for over thrity (30) and he has been an asset to the neighborhood. Mr. Trimby said there are big buildings up and down the street.

It was moved and seconded (Myatt/Frantz) to forward Calendar No. 17-11 to the City Council with a recommendation for approval. Motion carried unanimously.

Chairman Livingston welcomed Mr. Michael Peoples, the newest member of the Plan Commission. Mr. Peoples observed the meeting today and will join the Commission at the next meeting.

There being no further business, it was moved and seconded (Jeffery/Kent) to adjourn the meeting. Motion carried unanimously. Chairman Livingston declared the meeting adjourned at 3:45 P.M.

Kent Newton, Secretary
Decatur City Plan Commission

Development Services

DATE: 5/26/2017

MEMO: No. 17-09

TO: Mayor Julie More Wolfe and Honorable Decatur City Council Members

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

SUBJECT: Adoption of revised Floodplain Protection Provisions to City Code and Insurance Rate Maps

SUMMARY RECOMMENDATION: Staff recommends approval of the attached amendment to Decatur City Code section 67.1 updating local floodplain management provisions and local flood insurance maps. Adoption allows for the City' s continued participation in the National Flood Insurance Program.

BACKGROUND: For years now, the City has participated in the National Flood Insurance Program(NFIP) which makes property owners and residents eligible to purchase flood insurance policies. The Federal Emergency Management Agency (FEMA) recently engaged in the public process of amending the county's Flood Insurance study and associated Flood Hazard maps and, as a result, the City needs to amend its floodplain management regulations to facilitate the changes prior to June 7, 2017. Failure to do so would result in the City' s removal from the NFIP. Continued participation in the NFIP allows property owners and residents to purchase or retain affordable flood protection insurance and the City is required to continue to regulate development and construction in areas prone to flooding as identified on the new Floodplain Insurance Rate Maps (FIRM).

PRIOR COUNCIL ACTION: The Decatur City Council last approved updated floodplain management regulations and insurance maps in 2011.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: Planning & Building Services, the Federal Emergency Management Agency (FEMA), Illinois Emergency Management Agency (IEMA)

STAFF REFERENCE: Billy Tyus at 217-424-2727 or btyus@decaturil.gov or Suzy Stickle at sstickle@decaturil.gov or 424-2786.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
-CHAPTER 67.1 - FLOODPLAIN PROTECTION PROVISIONS-

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

Section 1. That Chapter 67.1 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended at Chapter 67.1 as set forth in the attached Exhibit A.

Section 2. That the City Clerk be, and she is hereby, authorized and directed to cause this ordinance to be published in pamphlet form.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of June, 2017.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

PUBLISHED this _____ day of _____, 2017.

_____
CITY CLERK

EXHIBIT A

CHAPTER 67.1

FLOODPLAIN PROTECTION PROVISIONS

1. **DEFINITIONS.** For the purposes of this Ordinance, the following definitions apply to any building, structure and/or use of land determined to be located within the identified Floodplain:

A. BASE FLOOD: The flood having a one percent (1%) probability of being equaled or exceeded in any given year. The base flood is also known as the 100-year flood. The base flood elevation at any location is as defined in Section 2 below.

B. BASE FLOOD ELEVATION (BFE): The elevation in relation to mean sea level of the crest of the base flood.

C. BASEMENT: That portion of a building having its floor sub-grade (below ground level) on all sides.

D. BUILDING: A walled and/or roofed structure, including gas or liquid storage tank that is principally above ground including manufactured homes, prefabricated buildings and gas or liquid storage tanks. The term also includes recreational vehicles and travel trailers installed on a site for more than one hundred eighty (180) days in any calendar year.

E. CRITICAL FACILITY: Any facility which is critical to the health and welfare of the population and, if flooded, would create an added dimension to the disaster. Damage to these critical facilities can impact the delivery of vital services, can cause greater damage to other sectors of the community, or can put special populations at risk.

Examples of critical facilities where flood protection shall be required include: emergency services facilities (such as fire and police stations), schools, hospitals, retirement homes and senior care facilities, major roads and bridges, critical utility sites (telephone switching stations or

electrical transformers, and hazardous material storage facilities (chemicals, petrochemicals, hazardous or toxic substances).

F. DEVELOPMENT:

i. Any man-made change to real estate including, but not necessarily limited to:

a. Demolition, construction, reconstruction, repair, placement of a building, or any structural alteration to a building;

b. Substantial improvement of an existing building (See definition of "Substantial Improvement");

c. Installation of a manufactured home on a site, preparing a site for a manufactured home, or placement of a travel trailer on a site for more than one hundred eighty (180) days in any calendar year;

d. Installation of utilities, construction of roads, bridges, culverts or similar projects;

e. Construction or erection of levees, dams, walls, fences or other barriers which impede or divert the flow of water;

f. Drilling, mining, filling, dredging, grading, excavating, paving, or other alterations of the ground surface;

g. Storage of materials, equipment, vehicles, including the placement of gas and liquid storage tanks of any kind; or,

h. Channel modifications or any other activity that might change the direction, height, or velocity of flood or surface waters.

ii. "Development" does not include the following:

a. Routine maintenance of existing buildings and facilities;

b. Resurfacing or grading public and private roads, provided there are no changes to the grade or elevation;

c. Construction or installation activities which have been approved by the Illinois Department of Transportation, Division of Water Resources, Permits 2 through 13, and/or the U.S. Army Corps of Engineers, Permit 404, provided the accumulated effect of construction does not increase the base flood;

d. Gardening, plowing, tilling the soil and similar practices that do not involve filling, grading, or construction of levees;

e. Construction, installation of wood utility poles by a public entity or utility, traffic signs or similar traffic control devices by a unit of local government; or,

f. Construction, maintenance or replacement of sidewalks, driveways, solidly anchored playground equipment or the creation of public open space, athletic fields, trails for hiking, walking or biking and similar uses, provided no structures or buildings are erected, no fences built and all activities take place at existing grade which involves no placement of fill, no alteration of the drainage and no changes in any watercourse.

G. EXISTING MANUFACTURED HOME PARK OR SUBDIVISION: A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed or buildings to be constructed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

H. EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION: The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

I. FEMA: Federal Emergency Management Agency

J. FLOOD: A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow, the unusual and rapid accumulation, or the runoff of surface waters from any source.

K. FLOOD FRINGE: That portion of the floodplain outside of the regulatory floodway.

L. FLOOD INSURANCE RATE MAP: A map prepared by the Federal Emergency Management Agency that depicts the floodplain or special flood hazard area (SFHA) within a community. This map includes insurance rate zones and may or may not depict floodways and show base flood elevations.

M. FLOOD INSURANCE STUDY: An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

N. FLOODPLAIN and/or SPECIAL FLOOD HAZARD AREA (SFHA): These two terms are synonymous. Those lands within the jurisdiction of the City of Decatur, the extraterritorial jurisdiction of the City of Decatur, or lands that may be annexed into the City of Decatur, that are subject to inundation by the Base Flood. The floodplains in the City of Decatur_are principally identified as such on panel numbers 17115C0175, 17115C0186, 17115C0187, 17115C0188, 17115C0189, 17115C0190, 17115C0193, 17115C0195, 17115C0215, 17115C0220, 17115C0285, 17115C0301, 17115C0305, 17115C0310, 17115C0315, 17115C0320, 17115C0330 and 17115C0340 of the countywide Flood Insurance Rate Map for the City of Decatur, prepared by the Federal Emergency Management Agency and dated June 7, 2017. Floodplain also includes areas of known flooding as identified by the community and those parts of unincorporated Macon County that are within the extraterritorial jurisdiction of the City or that may be annexed into the City are generally identified as such on the Flood Insurance Rate map prepared for Macon County by the Federal Emergency Management Agency, dated June 7, 2017.

O. FLOODPROOFING: Any combination of structural or nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate, property and their contents.

P. FLOODPROOFING CERTIFICATE: A form published by FEMA that is used to certify that a building has been designed and constructed to be structurally dry floodproofed to the flood protection elevation.

Q. FLOOD PROTECTION ELEVATION (FPE): The elevation of the base flood plus two (2) feet of freeboard at any given location in the floodplain.

R. FLOODWAY: That portion of the floodplain required to store and convey the base flood. The floodway for the floodplains of Sangamon River, Long Creek (East of Big Creek), Long Creek, Big Creek, Big Creek Arm of Lake Decatur, Spring Creek, Spring Creek Tributary, Spring Creek Tributary East, Stevens Creek, Stevens Creek Tributary A, Stevens Creek Tributary B and the Northeast Drainage Ditch shall be as delineated on the countywide Flood Insurance Rate Map of Macon County, Illinois, prepared by the Federal Emergency Management Agency and dated June 7, 2017. The floodways for each of the remaining floodplains of the City of Decatur shall be according to the best data available from the Federal, State or other sources.

S. FREEBOARD: An increment of elevation added to the base flood elevation to provide a factor of safety for uncertainties in calculations, future watershed development, unknown localized conditions, wave actions and unpredictable effects such as those caused by ice or debris jams. (See definition of "Flood Protection Elevation")

T. HISTORIC STRUCTURES: Any structure that is:

i. Listed individually on the National Register of Historic Places or preliminarily determined by the U. S. Secretary of the Interior as meeting the requirements for individual listing on the National Register.

ii. Certified or preliminarily determined by the U. S. Secretary of the Interior as contributing to the historic district or a district preliminarily determined by said Secretary to qualify as a registered historic district.

iii. Individually listed on the state inventory of historic places by the Illinois Historic Preservation Agency.

iv. Individually listed on a local inventory of historic places that has been certified by the Illinois Historic Preservation Agency.

U. IDNR/OWR: The Illinois Department of Natural Resources, Office of Water Resources.

V. IDNR/OWR JURISDICTIONAL STREAM: The Illinois Department of Natural Resource Office of Water Resources has jurisdiction over any stream serving a tributary area of 640 acres or more in an urban area, or in the floodway of any stream serving a tributary area of 6,400 acres or more in a rural area. Construction on these streams requires a permit from the IDNR/OWR per Illinois Administrative Code, Title. 17, Part 3700.30. IDNR/OWR may grant approval for specific types of activities by issuance of a statewide permit which meets the standards defined in section 1(F) of this ordinance.

W. LOWEST FLOOR: The lowest floor surface of the lowest enclosed area (including basement). An enclosed area, unfinished or constructed with flood resistant materials that is designed and intended to be used solely for parking vehicles, building access or storage of incidental items in an area other than a basement is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Ordinance.

X. MANUFACTURED HOME: A structure transportable in one (1) or more sections that is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities.

Y. MANUFACTURED HOME PARK OR SUBDIVISION: A parcel (or contiguous parcels) of land divided into two (2) or more lots for rent or sale.

Z. NEW CONSTRUCTION: Structures for which the start of construction commenced on or after the effective date of the adoption by the City of Decatur of floodplain management regulations which includes all subsequent improvements of such structures or buildings.

AA. NEW MANUFACTURED HOME PARK OR SUBDIVISION: A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed or buildings to be constructed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the floodplain management regulations adopted by a community.

BB. NFIP: National Flood Insurance Program.

CC. RECREATIONAL VEHICLE OR TRAVEL TRAILER: A vehicle which is:

i. Built on a single chassis;

ii. Four hundred (400) square feet or less in size;

iii. Designed to be self-propelled or permanently towable by a light duty truck and designed, built and intended as intermittent living quarters for solely recreational, camping, travel or seasonal use, not for use as a permanent dwelling.

DD. REPETITIVE LOSS: Flood related damages sustained by a structure on two separate occasions during a ten year period for which the cost of repairs at the time of each such flood event on the average equals or exceeds twenty-five percent (25%) of the market value of the structure before the damage occurred.

EE. SPECIAL FLOOD HAZARD AREA (SFHA): See the definition of "Floodplain."

FF. START OF CONSTRUCTION: Includes substantial improvement and means the date the building permit was issued. This, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement or other improvement, was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation or placement of a manufactured home on a foundation. For a substantial improvement, actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building whether or not that alteration affects the external dimensions of the building.

GG. STRUCTURAL ALTERATIONS: Any changes other than normal maintenance which would tend to prolong the life of a supporting member of a structure such as a bearing wall, column, beam, girder, or any substantial change in the roof or exterior walls.

HH. STRUCTURE: See the definition of "Building."

II. SUBSTANTIAL DAMAGE: Damage of any origin sustained by a structure whereby the cumulative percentage of damage during a ten (10) year period equals or exceeds fifty percent (50%) of the market value of the structure before the damage occurred regardless of actual repair work performed. Volunteer labor and materials must be included in this determination. The term includes "Repetitive Loss Buildings" (See the definition of "Repetitive Loss Building").

JJ. SUBSTANTIAL IMPROVEMENT:

i. Any reconstruction, rehabilitation, addition, enlargement or improvement of a structure taking place during a ten (10) year period in which the cumulative percentage of improvements:

a. Equals or exceeds fifty percent (50%) of the market value of the structure before the improvement or repair is started; or,

b. Increases the floor area by more than twenty percent (20%).

"Substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. This term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work done.

ii. The term does not include:

a. Projects which are purely for and directly related to the improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living or use of a building; or,

b. Alteration of structures listed on the National Register of Historic Places or the Illinois Register of Historic Places.

KK. VIOLATION: The failure of a structure or other development to be fully compliant with the City's floodplain management regulations. A structure or other development without the required federal, state, and/or local permits and elevation certification is presumed to be in violation until such time as the documentation is provided.

LL. ZONING ADMINISTRATOR: The Director of Economic and Community Development or his/her designee shall be responsible for the administration of this Ordinance.

2. **BASE FLOOD ELEVATION.** This Ordinance's protection standard is the Base Flood. The best, most reliable available base flood data are listed below. Whenever a party disagrees with the best available data, it shall be the responsibility of that party to pay the cost of the required engineering study needed to replace the existing data with better data. The findings in the study shall be submitted to FEMA and IDNR/OWR for approval prior to any development of the site.

A. The base flood elevation for the floodplains of the Sangamon River, Long Creek (East of Big Creek), Long Creek, Big Creek, Big Creek Arm of Lake Decatur, Spring Creek, Spring Creek Tributary, Spring Creek Tributary East, Stevens Creek, Stevens Creek Tributary A, Stevens Creek Tributary B and the Northeast Drainage

Ditch shall be as delineated on the 100-year flood profiles in the countywide Flood Insurance Study for Macon County, Illinois, prepared by FEMA, dated June 7, 2017.

B. The base flood elevation for each floodplain delineated as an "AH Zone" or "AO Zone" shall be that elevation (or depth) delineated on the county wide Flood Insurance Rate Map for Macon County, Illinois.

C. The base flood elevation for each of the remaining floodplains delineated as an "A Zone" on the countywide Flood Insurance Rate Map for Macon County, Illinois, shall be according to the best data available from federal, state or sources. Should no other data exist, an engineering study must be financed by the applicant to determine base flood elevations.

D. The base flood elevation for the floodplains of those parts of unincorporated Macon County, Illinois, that are within the extraterritorial jurisdiction of the City, or that may be annexed into the City, shall be as delineated on the 100-year flood profiles in the countywide Flood Insurance Study of Macon County, Illinois, prepared by FEMA, dated June 7, 2017.

3. **ADMINISTRATION OF FLOOD PROTECTION PROVISIONS.** The Zoning Administrator shall be responsible for the administration of these provisions and shall ensure that all development activities within the floodplains under the jurisdiction of the City meet the minimum requirements of this ordinance. Specifically, the Zoning Administrator shall:

A. Process, or have processed, permits in accordance with Section 4;

B. Ensure that all development in a floodway (or a floodplain with no delineated floodway) meets the damage prevention requirements of Section 5;

C. Ensure that the building protection requirements for all buildings subject to Section 6 are met and maintain a record of the "as-built" elevation of the lowest floor (including basement) or floodproofing certificate;

D. Assure that all subdivisions and annexations meet the requirements of Section 7;

E. Ensure that water supply and waste disposal systems meet the Public Health standards of Section 8;

F. If variances are requested, ensure that the requirements of Section 10, are met and maintain detailed documentation of any variances granted;

G. Inspect all development projects and take any and all penalty actions outlined in Section 12 as necessary to ensure compliance with this Ordinance;

H. Assure that applicants are aware of and obtain any and all required local, state, and federal permits;

I. Notify IDNR/OWR and any neighboring communities prior to any proposed alteration or relocation of a watercourse;

J. Provide information and assistance to citizens upon request about the floodplain regulations, permit procedures and construction techniques;

K. Cooperate with State and Federal floodplain management agencies to coordinate base flood data and to improve the administration of this ordinance;

L. Maintain for public inspection base flood data, floodplain maps, copies of State and Federal permits, and documentation of compliance for development activities subject to this ordinance;

M. Perform site inspections as needed to ensure compliance with this ordinance and make substantial damage determinations for structures within the floodplain; and,

N. Maintain the accuracy of floodplain maps including notifying IDNR/OWR and/or submitting information to FEMA within six months whenever a modification of the

floodplain may change the base flood elevation or result in a change to the floodplain map.

4. **PERMIT REQUIREMENTS.** No person, firm, corporation, or governmental body not exempted by law shall commence any development in the floodplain without first obtaining the required permits from the Zoning Administrator, or other designee. The Zoning Administrator shall not issue any permits if the proposed development does not meet the requirements of this ordinance.

A. Permit applications shall be accompanied by:

i. Drawings of the site, drawn to scale showing property line dimensions;

ii. Existing grade elevations and all changes in grade resulting from excavation or filling;

iii. The location and dimensions of all buildings and additions to buildings;

iv. The elevation of the lowest floor (including basement) of all proposed buildings subject to the requirements of Section 6; and,

v. Cost of project or improvements as estimated by a licensed professional engineer, architect or contractor.

B. After receiving a permit application, the Zoning Administrator shall compare the elevation of the site to the base flood elevation. Any development located on land that can be shown by survey data to be higher than the current base flood elevation and which has not been filled after the date of the site's first Flood Insurance Rate Map is not in the floodplain and therefore not subject to the requirements of this ordinance. Any development located on land shown by survey elevation to be below the current base flood elevation is subject to the provisions of this ordinance. In addition, any development located on land shown to be below the base flood elevation

and hydraulically connected to a flood source, but not identified as floodplain on the current Flood Insurance Rate Map, is subject to the provisions of this ordinance.

i. The Zoning Administrator shall maintain documentation of the existing ground elevation at the development site along with the owner(s) certification that this ground elevation existed prior to the date of the site's first Flood Insurance Rate Map identification.

ii. The applicant shall supply to the Zoning Administrator and the Zoning Administrator shall be responsible for obtaining from the applicant copies of all other Federal, State, and local permits, approvals or permit-not-required letters that may be required for this type of activity. The Zoning Administrator shall not issue a permit unless all Federal, State, and local permits have been obtained.

5. **PREVENTING INCREASED FLOOD HEIGHTS & DAMAGES.** Within any floodway identified on the countywide Flood Insurance Rate Map, and within all other floodplains where a floodway has not been delineated, the following standards shall apply:

A. Except as provided in Section 5(B) of this Ordinance, no development shall be allowed which, acting in combination with existing and anticipated development will cause any increase in flood heights or velocities or threat to public health and safety. The following specific development activities shall be considered as meeting this requirement:

i. Bridge and culvert crossings of streams in rural areas meeting the conditions of the Illinois Department of Natural Resources, Office of Water Resources Statewide Permit Number 2;

ii. Barge fleeting facilities meeting the conditions of IDNR/OWR Statewide Permit Number 3;

iii. Aerial utility crossings meeting the conditions of IDNR/OWR Statewide Permit Number 4;

iv. Minor boat docks meeting the following conditions of IDNR/OWR Statewide Permit Number 5;

v. Minor, non-obstructive activities such as underground utility lines, light poles, sign posts, driveways, athletic fields, patios, playground equipment, minor storage buildings not exceeding 70 square feet and raising buildings on the same footprint which does not involve fill and any other activity meeting the conditions of IDNR/OWR Statewide Permit Number 6;

vi. Outfall Structures and drainage ditch outlets meeting the following conditions of IDNR/OWR Statewide Permit Number 7;

vii. Underground pipeline and utility crossings meeting the conditions of IDNR/OWR Statewide Permit Number 8;

viii. Bank stabilization projects meeting the conditions of IDNR/OWR Statewide Permit Number 9;

ix. Accessory structures and additions to existing residential buildings meeting the conditions of IDNR/OWR Statewide Permit Number 10;

x. Minor maintenance dredging activities meeting the following conditions of IDNR/OWR Statewide Permit Number 11;

xi. Bridge and culvert replacement structures and bridge widening meeting the following conditions of IDNR/OWR statewide Permit Number 12;

xii. Temporary construction activities meeting the following conditions of IDNR/OWR statewide Permit Number 13; and,

xiii. Any Development determined by IDNR/OWR to be located entirely within a flood fringe area shall be exempt from State Floodway permit requirements.

B. Other development activities not listed in Section 5(A) of this Ordinance may be permitted only if:

i. A permit has been issued for the work by IDNR/OWR (or written documentation is provided that an IDNR/OWR permit is not required); or

ii. Sufficient data has been provided to FEMA when necessary, and approval obtained from FEMA for a revision of the regulatory map and base flood elevation.

6. **PROTECTING BUILDINGS.**

A. In addition to the State permit and damage prevention requirements of Section 5 of this ordinance, all existing buildings located in the floodplain shall be protected from flood damage below the flood protection elevation. These building protection requirements apply to the following situations:

i. Construction or placement of a new building or alteration or addition to an existing building valued at more than one thousand dollars ($1,000) or seventy (70) square feet;

ii. Substantial improvements or structural alterations made to an existing building that equal or exceed fifty percent (50%) of the market value of the structure before the improvement or repair is started, or increases the floor area by more than twenty percent (20%). Alterations shall be figured cumulatively during the life of the building. If substantially improved, the existing structure and the addition must meet the flood protection standards of this section;

iii. Repairs made to a substantially damaged building. These repairs shall be figured cumulatively during the life of the building. If substantially damaged

the entire structure must meet the flood protection standards of this section within twenty-four (24) months of the date the damage occurred;

iv. Installing a manufactured home on a new site or a new manufactured home to the same site it lawfully occupied before it was removed to avoid flood damage;

v. Installing a travel trailer or recreational vehicle on a site for more than one hundred eighty (180) days per calendar year; and,

vi. Repetitive loss to an existing building as defined in Section 1.

B. Existing Residential or Non-Residential Buildings can meet the building protection requirements by one of the following methods:

i. Buildings may be constructed on permanent land fill in accordance with the following:

a. The lowest floor (including basement) shall be at or above the flood protection elevation;

b. The fill shall be placed in layers no greater than six (6) inches before compaction and should extend at least ten (10) feet beyond the foundation before sloping below the flood protection elevation;

c. The fill shall be protected against erosion and scour during flooding by vegetative cover, riprap, or another approved structural measures;

d. The fill shall be composed of rock or soil and shall not contain building debris, vegetation or refuse materials; and

e. Shall not adversely affect the flow of surface drainage from or onto neighboring properties, and when necessary stormwater

management techniques such as swales or basins shall be designed, incorporated and maintained.

ii. An existing building may be elevated on solid walls in accordance with the following:

a. The building or improvements shall be elevated on stilts, piles, walls, crawlspace, or other foundation that is permanently open to flood waters;

b. The lowest floor and all electrical, heating, ventilating, plumbing, and air conditioning equipment and utility meters shall be located at or above the flood protection elevation;

c. If walls are used, all enclosed areas below the flood protection elevation shall address hydrostatic pressures by allowing the automatic entry and exit of flood waters. Flood protection designs must be certified by a licensed professional engineer or by having a minimum of one (1) permanent opening on each wall no more than one (1) foot above grade with a minimum of two (2) openings having a total net area of not less than one (1) square inch per one (1) square foot of enclosed area subject to flooding below the base flood elevation; and,

d. All components below the flood protection elevation shall be constructed of materials resistant to flood damage;

(i) Water and sewer pipes, electrical and telephone lines, submersible pumps, and other

service facilities may be located below the flood protection elevation provided they are waterproofed;

(ii) The area below the flood protection elevation shall be used solely for parking or building access and not later modified or occupied as habitable space; or,

(iii) In lieu of the above criteria, all design methods intended to comply with these requirements shall be certified by a licensed professional engineer or architect.

e. The foundation and supporting members shall be anchored, designed, and certified by a licensed engineer, to minimize exposure to hydrodynamic forces such as current, waves, ice, and floating debris.

iii. An existing building may have a crawlspace located below the flood protection elevation provided that the following conditions are met:

a. The building must be designed and be adequately anchored to resist floatation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

b. Any enclosed area below the flood protection elevation shall have openings that equalize hydrostatic pressures by allowing for the automatic entry and exit of floodwaters. A minimum of one opening on each wall having a total net area of not less than one (1) square inch per one (1) square foot of enclosed area. The openings shall be no more than one (1) foot above final grade;

c. The interior grade of the crawlspace below the flood protection elevation must not be more than two (2) feet below the lowest adjacent exterior grade;

d. The interior height of the crawlspace measured from the interior grade of the crawl to the top of the foundation wall must not exceed four (4) feet at any point;

e. An adequate drainage system must be installed to remove floodwaters from the interior area of the crawlspace within a reasonable period of time after a flood event;

f. Portions of the building below the flood protection elevation must be constructed with materials resistant to flood damage; and,

g. Utility systems within the crawlspace must be elevated above the flood protection elevation.

C. Non-Residential Buildings may be structurally dry floodproofed (in lieu of elevation) provided a licensed professional engineer or architect certifies that:

i. The structure and attendant utilities located below the flood protection elevation are watertight and capable of resisting the effects of the base flood;

ii. The building design accounts for flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, the effects of buoyancy, and the impact from debris and ice;

iii. Floodproofing measures shall be incorporated into the building design and fully operable without human intervention and without an outside source of electricity; and,

iv. Levees, berms, floodwalls and similar works are not considered floodproofing for the purpose of this subsection.

D. Manufactured homes or travel trailers to be permanently installed on site shall be:

i. Elevated to or above the flood protection elevation in accordance with Section 6(B); and,

ii. Anchored to resist floatation, collapse, or lateral movement by being tied down in accordance with the rules and regulations for the Illinois Mobile Home Tie-Down Act issued pursuant to 77 Ill. Adm. Code § 870.

E. Travel trailers and recreational vehicles on a site for more than one hundred eighty (180) days per calendar year shall meet the elevation requirements of Section 6(B) unless the following conditions are met:

i. The vehicle must be either self-propelled or towable by a light duty truck;

ii. The hitch must remain on the vehicle at all times;

iii. The vehicle must not be attached to external structures such as decks and porches;

iv. The vehicle must be designed solely for recreation, camping, travel, or intermittent seasonal use rather than as a permanent dwelling;

v. The vehicle's largest horizontal projections must be no larger than four hundred (400) square feet;

vi. The vehicle's wheels must remain on axles and tires properly inflated;

vii. Air conditioning units must be attached to the frame so as to be safe for movement of the floodplain;

viii. Propane tanks and all electrical and sewage disposal connections must be quick-disconnect;

ix. The vehicle must be licensed and titled as a recreational vehicle or park model; and, must either:

a. Be entirely supported by jacks; or,

b. Have a hitch jack permanently mounted, have the tires touching the ground and be supported by blocks in a manner that will allow the blocks to be easily removed by use of the hitch jack.

F. Garages, sheds or other minor accessory structures constructed ancillary to an existing residential use may be permitted provided the following conditions are met:

i. The garage or shed must be non-habitable;

ii. The garage or shed must be used only for the storage of vehicles and tools and cannot be modified later into another use;

iii. The garage or shed must be located outside of the floodway or have the appropriate state and/or federal permits;

iv. The garage or shed must be on a single family lot and be accessory to an existing principle structure on the same lot;

v. Below the base flood elevation, the garage or shed must be built of materials not susceptible to flood damage;

vi. All utilities, plumbing, heating, air conditioning and electrical must be elevated above the flood protection elevation;

vii. The garage or shed must have at least one permanent opening on each wall not more than one (1) foot above grade with one (1) square inch of opening for every one (1) square foot of floor area;

viii. The garage or shed must be less than fifteen thousand dollars ($15,000) in market value or replacement cost whichever is greater or less than five hundred seventy-six (576) square feet;

ix. The structure shall be anchored to resist floatation and overturning;

x. All flammable or toxic materials (gasoline, paint, insecticides, fertilizers, etc.) shall be stored above the flood protection elevation; and,

xi. A licensed Illinois surveyor shall document the lowest floor elevation and the owner advised of the flood insurance implications.

7. **SUBDIVISION REQUIREMENTS.** The City Council shall take into account known hazards related to land use and development, with significant regard and understanding of the sensitive yet potentially destructive aspects associated with activities in areas prone to flooding. In recognition of the potential, the City Council shall take into account the following:

A. New subdivisions, manufactured home parks, annexation agreements, planned developments, and additions to manufactured home parks and subdivisions shall meet the damage prevention and building protections standards contained in Sections 5 and 6 of this Ordinance. Proposals for such development shall include the following data;

i. The base flood elevation and the boundary of the floodplain, where the base flood elevation is not available from an existing study, the applicant shall be responsible for calculating the base flood elevation;

ii. The boundary of the floodway when applicable; and,

iii. A signed statement by an Illinois Licensed Professional Engineer that the proposed plat and development plan accounts for changes in the drainage of surface waters in accordance with the Plat Act (765 ILCS 205/2).

B. Streets, blocks lots, parks and other public grounds shall be located and laid out in such a manner as to preserve and utilize natural streams and channels. Floodplains within the proposed developments shall be reserved for activities such as parks, public grounds and other open space whenever possible.

8. **PUBLIC HEALTH AND OTHER STANDARDS.**

A. Public health standards must be met for all floodplain development. In addition to the other requirements in this Ordinance the following standards apply:

i. No development in the floodplain shall include locating or storing chemicals, explosives, buoyant materials, flammable liquids, pollutants, tanks or any hazardous or toxic materials below the flood protection elevation unless such materials are stored in a floodproofed and anchored storage tank and certified by a professional engineer or floodproofed building constructed according to the requirements of Section 6 of this Ordinance.

ii. Public utilities and facilities such as sewer, gas and electric shall be located and constructed to minimize or eliminate flood damage;

iii. Public sanitary sewer systems and water supply systems shall be located and constructed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;

iv. New and replacement on-site sanitary sewer lines or waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding. Manholes or other above ground openings located below the flood protection elevation shall be watertight;

v. Construction of new or substantially improved critical facilities shall be located outside the limits of the floodplain. Construction of new critical facilities may be permissible within the floodplain if it is specifically documented that no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor (including basement) elevated or structurally dry floodproofed to the 500-year flood frequency elevation or three (3) feet above the level of the 100-year flood frequency where a 500-year flood elevation has not been determined. Floodproofing and sealing measures must

be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities; and,

B. All other activities which may be determined by the Zoning Administrator to be development shall be designed so as not to alter flood flows or increase potential flood damages.

9. **CARRYING CAPACITY AND NOTIFICATION.** For all projects involving channel modification, fill, or stream maintenance (including levees), the flood carrying capacity of the watercourse shall be maintained and not diminished. In addition, the City of Decatur shall notify adjacent communities in writing, thirty (30) days prior to the issuance of a permit for such alteration or relocation of the watercourse.

10. **VARIANCES.** Whenever the standards of this ordinance place undue hardships on a specific development proposal, the applicant may apply to the City for a variance, subject to the conditions set forth below. Upon its filing, City staff shall review the application and submit its recommendation to the Zoning Board of Appeals, who shall hold the required public hearing. The Zoning Board of Appeals may attach such conditions to granting of a variance as it deems necessary to further the intent of this ordinance.

A. No variance shall be granted unless the applicant demonstrates by a preponderance of evidence that all of the following conditions are met:

i. The development activity cannot be established anywhere in the City in a location outside the floodplain;

ii. An exceptional and documented hardship would result if the variance were not granted;

iii. The relief requested is the minimum necessary;

iv. No additional threat, nuisance or damage will occur to the public health and safety of nearby owners or to other properties in the area;

v. There will be no additional public expense for flood protection, rescue or relief operations, policing, or repairs to roads, utilities, or other public facilities;

vi. The applicant's circumstances are unique and do not establish a pattern inconsistent with the intent of the NFIP; and,

vii. All other State and Federal permits have been obtained.

B. The Zoning Board of Appeals shall notify an applicant in writing that a variance from the requirements of the building protections standards of Section 6 of this Ordinance that would lessen the degree of protection to a building will:

i. Result in increased premium rates for flood insurance up to twenty-five dollars ($25.00) per one hundred dollars ($100.00) of insurance coverage;

ii. Increase the risk to life and property; and,

iii. Require that the applicant proceed with knowledge of these risks and that the applicant acknowledge in writing the assumption of the risk and liability.

C. Historic Structures. Variances to the building protection requirements of Section 6 which are requested in connection with reconstruction, repair, or alteration of a historic site or historic structure as defined in "Historic Structures", may be granted using criteria more permissive than the requirements of Sections 5 and 6 of this ordinance subject to the conditions that:

i. The repair or rehabilitation is the minimum necessary to preserve the historic character and design of the structure; and,

ii. The repair or rehabilitation will not result in the structure being removed as a certified historic structure.

D. Agriculture. Any variance granted for an agricultural structure shall be decided individually based on a case by case analysis of the building's unique circumstances. Variances granted shall meet the following conditions as well as those criteria and conditions set forth in this ordinance. In order to minimize flood damages during the 100-year flood and the threat to public health and safety, the following conditions shall be included for any variance issued for agricultural structures that are constructed at-grade and wet-floodproofed.

i. All agricultural structures considered for a variance from the floodplain management regulations of this ordinance shall demonstrate that the varied structure is located in wide, expansive floodplain areas and no other alternate location outside of the special flood hazard area exists for the agricultural structure. Residential structures or animal confinement facilities, such as farm houses, cannot be considered agricultural structures.

ii. Use of the varied structures must be limited to agricultural purposes in zone A only as identified on the community's Flood Insurance Rate Map (FIRM).

iii. For any new or substantially damaged agricultural structures, the exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) below the base flood elevation, must be built with flood-resistant materials in accordance with Section 6 of this ordinance.

iv. The agricultural structures must be adequately anchored to prevent floatation, collapse, or lateral movement of the structures in accordance with Section 6 of this ordinance. All of the building's structural components

must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, and hydrodynamic and debris impact forces.

v. Any mechanical, electrical, or other utility equipment must be located above the base flood elevation or floodproofed so that they are contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with Section 6 of this ordinance.

vi. The NFIP requires that enclosure or foundation walls, subject to the 100-year flood, contain openings that will permit the automatic entry and exit of floodwaters in accordance with Section 6(B) of this ordinance.

vii. The agricultural structures must comply with the floodplain management floodway provisions of Section 5 of this ordinance. No variances may be issued for agricultural structures within any designated floodway.

viii. Wet-floodproofing construction techniques must be reviewed and approved by the Zoning Administrator and a registered professional engineer or architect prior to the issuance of any floodplain development permit for construction.

11. **DISCLAIMER OF LIABILITY**. The degree of protection required by this section is considered reasonable for regulatory purposes and is based on available information derived from engineering and scientific methods of study. Larger floods may occur or flood heights may be increased by man-made or natural causes. This Ordinance does not imply or guarantee that development either inside or outside of the floodplain will be free from flooding or damage. This Ordinance does not create liability on the part of the City of Decatur or any of its officers or employees for any flood damage that results from proper reliance on this Ordinance or any administrative decision made lawfully thereunder.

12. **PENALTY.** Failure to obtain a permit for development in the floodplain or failure to comply with the conditions of a permit or a variance shall be deemed to be a violation of this ordinance. Upon due investigation, the Zoning Administrator may determine that a violation of the minimum standards of this ordinance exists. The Zoning Administrator shall notify the owner in writing of such violation.

A. If such owner fails after a ten (10) day notice to correct the violation:

   i. The City may make application to the circuit court for an injunction requiring conformance with this section or such other order as the court deems necessary to secure compliance;

   ii. Any person who violates this ordinance shall upon conviction thereof be fined not less than fifty dollars ($50.00) or more than seven hundred fifty ($750.00) for each offense;

   iii. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues; and,

   iv. The City may record with the Macon County Recorder a notice of violation for the property.

B. The Zoning Administrator shall notify the owner that any such violation is considered a willful act to increase flood damages and therefore may cause coverage by a Standard Flood Insurance Policy to be suspended.

C. The Zoning Administrator is authorized to issue an order requiring the suspension of the subject development. The stop-work order shall be in writing, indicate the reason for the issuance, and shall order the action, if necessary, to resolve the circumstances requiring the stop-work order. The stop-work order constitutes a suspension of the permit.

D. Nothing herein shall prevent the City from taking such other lawful action to prevent or remedy any violations. All costs connected therewith shall accrue to the person or persons responsible.

13. **ABROGATION AND GREATER RESTRICTIONS.** This ordinance repeals and replaces other ordinances adopted by the City Council to fulfill the requirements of the National Flood Insurance Program. This ordinance does not repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. Where this ordinance and other ordinances, easements, covenants or deed restrictions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

14. **SEVERABILITY.** The provisions and sections of this ordinance shall be deemed separable and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

15. **EFFECTIVE DATE.** This ordinance shall be in full force and effect upon approval and adoption by the City Council.

ADDITIONS AND ~~DELETIONS~~
CITY CODE
CHAPTER 67.1
FLOODPLAIN PROTECTION PROVISIONS

1. **DEFINITIONS.** For the purposes of this Ordinance, the following definitions apply to any building, structure and/or use of land determined to be located within the identified Floodplain:

A. BASE FLOOD: The flood having a one percent (1%) probability of being equaled or exceeded in any given year. The base flood is also known as the 100-year flood. The base flood elevation at any location is as defined in Section 2 below.

B. BASE FLOOD ELEVATION (BFE): The elevation in relation to mean sea level of the crest of the base flood.

C. BASEMENT: That portion of a building having its floor sub-grade (below ground level) on all sides.

D. BUILDING: A walled and/or roofed structure, including gas or liquid storage tank that is principally above ground including manufactured homes, prefabricated buildings and gas or liquid storage tanks. The term also includes recreational vehicles and travel trailers installed on a site for more than ~~ninety (90)~~ one hundred eighty (180) days in any calendar year.

E. CRITICAL FACILITY: Any facility which is critical to the health and welfare of the population and, if flooded, would create an added dimension to the disaster. Damage to these critical facilities can impact the delivery of vital services, can cause greater damage to other sectors of the community, or can put special populations at risk.

Examples of critical facilities where flood protection shall be required include: emergency services facilities (such as fire and police stations), schools, hospitals, retirement homes and senior care facilities, major roads and bridges, critical utility sites (telephone switching stations or

electrical transformers, and hazardous material storage facilities (chemicals, petrochemicals, hazardous or toxic substances).

F. DEVELOPMENT:

i. Any man-made change to real estate including, but not necessarily limited to:

a. Demolition, construction, reconstruction, repair, placement of a building, or any structural alteration to a building;

b. Substantial improvement of an existing building (See definition of "Substantial Improvement");

c. Installation of a ~~replacement~~ manufactured home on a site, preparing a site for a ~~replacement~~ manufactured home, or placement of a travel trailer on a site for more than ~~ninety (90)~~ one hundred eighty (180) days in any calendar year;

d. Installation of utilities, construction of roads, bridges, culverts or similar projects;

e. Construction or erection of levees, dams, walls, fences or other barriers which impede or divert the flow of water;

f. Drilling, mining, filling, dredging, grading, excavating, paving, or other alterations of the ground surface;

g. Storage of materials, equipment, vehicles, including the placement of gas and liquid storage tanks of any kind; or,

h. Channel modifications or any other activity that might change the direction, height, or velocity of flood or surface waters.

ii. "Development" does not include the following:

a. Routine maintenance of existing buildings and facilities;

b. Resurfacing or grading public and private roads, provided there are no changes to the grade or elevation;

c. Construction or installation activities which have been approved by the Illinois Department of Transportation, Division of Water Resources, Permits 2 through 13, and/or the U.S. Army Corps of Engineers, Permit 404, provided the accumulated effect of construction does not increase the base flood;

d. Gardening, plowing, tilling the soil and similar practices that do not involve filling, grading, or construction of levees;

e. Construction, installation of wood utility poles by a public entity or utility, traffic signs or similar traffic control devices by a unit of local government; or,

f. Construction, maintenance or replacement of sidewalks, driveways, solidly anchored play ground equipment or the creation of public open space, athletic fields, trails for hiking, walking or biking and similar uses, provided no structures or buildings are erected, no fences built and all activities take place at existing grade which involves no placement of fill, no alteration of the drainage and no changes in any watercourse.

G. EXISTING MANUFACTURED HOME PARK OR SUBDIVISION: A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed or buildings to be constructed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

H. EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION: The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

I. FEMA: Federal Emergency Management Agency

J. FLOOD: A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow, the unusual and rapid accumulation, or the runoff of surface waters from any source.

K. FLOOD FRINGE: That portion of the floodplain outside of the regulatory floodway.

L. FLOOD INSURANCE RATE MAP: A map prepared by the Federal Emergency Management Agency that depicts the floodplain or special flood hazard area (SFHA) within a community. This map includes insurance rate zones and may or may not depict floodways and show base flood elevations.

M. FLOOD INSURANCE STUDY: An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

N. FLOODPLAIN and/or SPECIAL FLOOD HAZARD AREA (SFHA): These two terms are synonymous. Those lands within the jurisdiction of the City of Decatur, the extraterritorial jurisdiction of the City of Decatur, or lands that may be annexed into the City of Decatur, that are subject to inundation by the Base Flood. The floodplains in the City of Decatur are principally identified as such on panel numbers 17115C0175, 17115C0186, 17115C0187, 17115C0188, 17115C0189, 17115C0190, 17115C0193, 17115C0195, 17115C0215, 17115C0220, 17115C0285, 17115C0301, 17115C0305, 17115C0310, 17115C0315, 17115C0320, ~~and~~ 17115C0330 and 17115C0340 of the countywide Flood Insurance Rate Map for ~~Macon County, Illinois~~ the City of Decatur, prepared by the Federal Emergency Management Agency and dated ~~June 16, 2011~~ June 7, 2017. Floodplain also includes areas of known flooding as identified by the community and those parts of unincorporated Macon County that are within the extraterritorial jurisdiction of the City or that may be annexed into the City are generally identified as such on the Flood Insurance Rate map prepared for Macon County by the Federal Emergency Management Agency, dated ~~June 16, 2011~~ June 7, 2017.

O. FLOODPROOFING: Any combination of structural or nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate, property and their contents.

P. FLOODPROOFING CERTIFICATE: A form published by FEMA that is used to certify that a building has been designed and constructed to be structurally dry floodproofed to the flood protection elevation.

Q. FLOOD PROTECTION ELEVATION (FPE): The elevation of the base flood plus two (2) feet of freeboard at any given location in the floodplain.

R. FLOODWAY: That portion of the floodplain required to store and convey the base flood. The floodway for the floodplains of Sangamon River, Long Creek (East of Big Creek), ~~Long Creek Tributary,~~ ~~Long Creek – Big Creek~~, Long Creek, Big Creek, Big Creek Arm of Lake Decatur, Spring Creek, ~~South Spring Creek~~, Spring Creek Tributary, Spring Creek Tributary East, Stevens Creek, Stevens Creek Tributary A, Stevens Creek Tributary B ~~Friends Creek, Friends Creek Ditch~~ and the ~~Independence~~ Northeast Drainage Ditch shall be as delineated on the ~~100-year flood profiles in the~~ countywide Flood Insurance ~~Study for~~ Rate Map of Macon County, Illinois, prepared by the Federal Emergency Management Agency and dated ~~June 16, 2011~~ June 7, 2017. The floodways for each of the remaining floodplains of the City of Decatur shall be according to the best data available from the Federal, State or other sources.

S. FREEBOARD: An increment of elevation added to the base flood elevation to provide a factor of safety for uncertainties in calculations, future watershed development, unknown localized conditions, wave actions and unpredictable effects such as those caused by ice or debris jams. (See definition of "Flood Protection Elevation")

T. HISTORIC STRUCTURES: Any structure that is:

~~1.~~ i. Listed individually on the National Register of Historic Places or preliminarily determined by the U. S. Secretary of the Interior as meeting the requirements for individual listing on the National Register.

~~2.~~ ii. Certified or preliminarily determined by the U. S. Secretary of the Interior as contributing to the historic district or a district preliminarily determined by said Secretary to qualify as a registered historic district.

~~3.~~ iii. Individually listed on the state inventory of historic places by the Illinois Historic Preservation Agency.

~~4.~~ iv. Individually listed on a local inventory of historic places that has been certified by the Illinois Historic Preservation Agency.

U. IDNR/OWR: The Illinois Department of Natural Resources, Office of Water Resources.

V. IDNR/OWR JURISDICTIONAL STREAM: The Illinois Department of Natural Resource Office of Water Resources has jurisdiction over any stream serving a tributary area of 640 acres or more in an urban area, or in the floodway of any stream serving a tributary area of 6,400 acres or more in a rural area. Construction on these streams requires a permit from the IDNR/OWR per Illinois Administrative Code, Title. 17, Part 3700.30. IDNR/OWR may grant approval for specific types of activities by issuance of a statewide permit which meets the standards defined in ~~sub~~-section 1.(F) of this ordinance.

W. LOWEST FLOOR: The lowest floor surface of the lowest enclosed area (including basement). An enclosed area, unfinished or constructed with flood resistant materials that is designed and intended to be used solely for parking vehicles, building access or storage of incidental items in an area other than a basement is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Ordinance.

X. MANUFACTURED HOME: A structure transportable in one (1) or more sections that is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities.

Y. MANUFACTURED HOME PARK OR SUBDIVISION: A parcel (or contiguous parcels) of land divided into two (2) or more lots for rent or sale.

Z. NEW CONSTRUCTION: Structures for which the start of construction commenced on or after the effective date of ~~this Ordinance~~ the adoption by the City of Decatur of floodplain management regulations which includes all subsequent improvements of such structures or buildings.

AA. NEW MANUFACTURED HOME PARK OR SUBDIVISION: A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed or buildings to be constructed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the floodplain management regulations adopted by a community.

BB. NFIP: National Flood Insurance Program.

CC. RECREATIONAL VEHICLE OR TRAVEL TRAILER: A vehicle which is:

i. Built on a single chassis;

ii. Four hundred (400) square feet or less in size;

iii. Designed to be self-propelled or permanently towable by a light duty truck and designed, built and intended as intermittent living quarters for solely recreational, camping, travel or seasonal use, not for use as a permanent dwelling.

DD. REPETITIVE LOSS: Flood related damages sustained by a structure on two separate occasions during a ten year period for which the cost of repairs at the time of each such flood event

on the average equals or exceeds twenty-five percent (25%) of the market value of the structure before the damage occurred.

EE. SPECIAL FLOOD HAZARD AREA (SFHA): See the definition of "Floodplain."

FF. START OF CONSTRUCTION: Includes substantial improvement and means the date the building permit was issued. This, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement or other improvement, was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation or placement of a manufactured home on a foundation. For a substantial improvement, actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building whether or not that alteration affects the external dimensions of the building.

GG. STRUCTURAL ALTERATIONS: Any changes other than normal maintenance which would tend to prolong the life of a supporting member of a structure such as a bearing wall, column, beam, girder, or any substantial change in the roof or exterior walls.

HH. STRUCTURE: See the definition of "Building."

II. SUBSTANTIAL DAMAGE: Damage of any origin sustained by a structure whereby the cumulative percentage of ~~cost to repair the damage during the life of the building~~ damage during a ten (10) year period equals or exceeds fifty percent (50%) of the market value of the structure before the damage occurred regardless of actual repair work performed. Volunteer labor and materials must be included in this determination. The term includes "Repetitive Loss Buildings" (See the definition of "Repetitive Loss Building").

JJ. SUBSTANTIAL IMPROVEMENT:

i. Any reconstruction, rehabilitation, addition, enlargement or improvement of a structure ~~during the life of the building~~ taking place during a ten (10) year period in which the cumulative percentage of improvements:

~~1.~~ a. Equals or exceeds ~~twenty-five~~ fifty percent ~~(25%)~~ (50%) of the market value of the structure before the improvement or repair is started; or,

~~2.~~ b. Increases the floor area by more than ~~ten~~ twenty percent ~~(10%)~~ (20%).

"Substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. This term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work done.

ii. The term does not include:

~~1.~~ a. Projects which are purely for and directly related to the improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living or use of a building; or,

~~2.~~ b. Alteration of structures listed on the National Register of Historic Places or the Illinois Register of Historic Places ~~which do not increase the size, shape or dimensions~~.

KK. VIOLATION: The failure of a structure or other development to be fully compliant with the City's floodplain management regulations. A structure or other development without the required federal, state, and/or local permits and elevation certification is presumed to be in violation until such time as the documentation is provided.

LL. ZONING ADMINISTRATOR: The ~~City Manager~~ Director of Economic and Community Development or his/her designee shall be responsible for the administration of this Ordinance.

2. **BASE FLOOD ELEVATION.** This Ordinance's protection standard is the Base Flood. The best, most reliable available base flood data are listed below. Whenever a party disagrees with

the best available data, it shall be the responsibility of that party to pay the cost of the required engineering study needed to replace the existing data with better data. The findings in the study shall be submitted to FEMA and IDNR/OWR for approval prior to any development of the site.

A. The base flood elevation for the floodplains of the Sangamon River, Long Creek (East of Big Creek), ~~Long Creek Tributary,~~ ~~Long Creek – Big Creek~~, Long Creek, Big Creek, Big Creek Arm of Lake Decatur, Spring Creek, ~~South Spring Creek~~, Spring Creek Tributary, Spring Creek Tributary East, Stevens Creek, Stevens Creek Tributary A, Stevens Creek Tributary B ~~Friends Creek, Friends Creek Ditch~~ and the ~~Independence~~ Northeast Drainage Ditch shall be as delineated on the 100-year flood profiles in the countywide Flood Insurance Study for Macon County, Illinois, prepared by FEMA, dated ~~June 16, 2011~~ June 7, 2017.

B. The base flood elevation for each floodplain delineated as an "AH Zone" or "AO Zone" shall be that elevation (or depth) delineated on the county wide Flood Insurance Rate Map for Macon County, Illinois.

C. The base flood elevation for each of the remaining floodplains delineated as an "A Zone" on the countywide Flood Insurance Rate Map for Macon County, Illinois, shall be according to the best data available from federal, state or sources. Should no other data exist, an engineering study must be financed by the applicant to determine base flood elevations.

D. The base flood elevation for the floodplains of those parts of unincorporated Macon County, Illinois, that are within the extraterritorial jurisdiction of the City, or that may be annexed into the City, shall be as delineated on the 100-year flood profiles in the countywide Flood Insurance Study of Macon County, Illinois, prepared by FEMA, dated ~~June 16, 2011~~ June 7, 2017.

3. **ADMINISTRATION OF FLOOD PROTECTION PROVISIONS.** The Zoning Administrator shall be responsible for the administration of these provisions and shall ensure that all development activities within the floodplains under the jurisdiction of the City meet the minimum requirements of this ordinance. Specifically, the Zoning Administrator shall:

A. Process, or have processed, permits in accordance with Section 4;

B. Ensure that all development in a floodway (or a floodplain with no delineated floodway) meets the damage prevention requirements of Section 5;

C. Ensure that the building protection requirements for all buildings subject to Section 6 are met and maintain a record of the "as-built" elevation of the lowest floor (including basement) or floodproofing certificate;

D. Assure that all subdivisions and annexations meet the requirements of Section 7;

E. Ensure that water supply and waste disposal systems meet the Public Health standards of Section 8;

F. If variances are requested, ensure that the requirements of Section 10, are met and maintain detailed documentation of any variances granted;

G. Inspect all development projects and take any and all penalty actions outlined in Section 12 as necessary to ensure compliance with this Ordinance;

H. Assure that applicants are aware of and obtain any and all required local, state, and federal permits;

I. Notify IDNR/OWR and any neighboring communities prior to any proposed alteration or relocation of a watercourse;

J. Provide information and assistance to citizens upon request about the floodplain regulations, permit procedures and construction techniques;

K. Cooperate with State and Federal floodplain management agencies to coordinate base flood data and to improve the administration of this ordinance;

L. Maintain for public inspection base flood data, floodplain maps, copies of State and Federal permits, and documentation of compliance for development activities subject to this ordinance;

M. Perform site inspections as needed to ensure compliance with this ordinance and make substantial damage determinations for structures within the floodplain; and,

N. Maintain the accuracy of floodplain maps including notifying IDNR/OWR and/or submitting information to FEMA within six months whenever a modification of the floodplain may change the base flood elevation or result in a change to the floodplain map.

~~Additionally, the Zoning Administrator shall have the authority to make the final determination as to whether a parcel or parcels of land are within the SFHA. In the event of a dispute, it shall be the responsibility of the owner(s) to provide proof as to whether the subject land is inside or outside the SFHA. Proof must include a topographic map delineating the calculated SFHA boundary, as determined by an Illinois licensed land surveyor or registered professional engineer.~~

4. **PERMIT REQUIREMENTS**. No person, firm, corporation, or governmental body not exempted by law shall commence any development in the floodplain without first obtaining the required permits from the Zoning Administrator, or other designee. The Zoning Administrator shall not issue any permits if the proposed development does not meet the requirements of this ordinance.

A. Permit applications shall be accompanied by:

i. Drawings of the site, drawn to scale showing property line dimensions;

ii. Existing grade elevations and all changes in grade resulting from excavation or filling;

iii. The location and dimensions of all buildings and additions to buildings;

iv. The elevation of the lowest floor (including basement) of all proposed buildings subject to the requirements of Section 6; and,

v. Cost of project or improvements as estimated by ~~an Illinois~~ a licensed professional engineer, ~~or~~ architect or contractor. ~~The estimate shall be signed and sealed.~~

B. After receiving a permit application, the Zoning Administrator shall compare the elevation of the site to the base flood elevation. Any development located on land that can be shown by survey data to be higher than the current base flood elevation and which has not been filled after the date of the site's first Flood Insurance Rate Map is not in the floodplain and therefore not subject to the requirements of this ordinance. ~~Conversely,~~ ~~a~~Any development located on land shown by survey elevation to be below the current base flood elevation ~~and hydraulically connected, but not shown on the current Flood Insurance Rate Map~~ is subject to the provisions of this ordinance. In addition, any development located on land shown to be below the base flood elevation and hydraulically connected to a flood source, but not identified as floodplain on the current Flood Insurance Rate Map, is subject to the provisions of this ordinance.

i. The Zoning Administrator shall maintain documentation of the existing ground elevation at the development site along with the owner(s) certification that this ground elevation existed prior to the date of the site's first Flood Insurance Rate Map identification.

ii. The applicant shall supply to the Zoning Administrator and the Zoning Administrator shall be responsible for obtaining from the applicant copies of all other Federal, State, and local permits, approvals or permit-not-required letters that may be required for this type of activity. The Zoning Administrator shall

not issue a permit unless all Federal, State, and local permits have been obtained.

5. **PREVENTING INCREASED FLOOD HEIGHTS & DAMAGES.** Within any floodway identified on the countywide Flood Insurance Rate Map, and within all other floodplains where a floodway has not been delineated, the following standards shall apply:

A. Except as provided in Section 5.2 (B) of this Ordinance, no development shall be allowed which, acting in combination with existing and anticipated development will cause any increase in flood heights or velocities or threat to public health and safety. The following specific development activities shall be considered as meeting this requirement:

i. Bridge and culvert crossings of streams in rural areas meeting the conditions of the Illinois Department of Natural Resources, Office of Water Resources Statewide Permit Number 2;

ii. Barge fleeting facilities meeting the conditions of IDNR/OWR Statewide Permit Number 3;

iii. Aerial utility crossings meeting the conditions of IDNR/OWR Statewide Permit Number 4;

iv. Minor boat docks meeting the following conditions of IDNR/OWR Statewide Permit Number 5;

v. Minor, non-obstructive activities such as underground utility lines, light poles, sign posts, driveways, athletic fields, patios, playground equipment, minor storage buildings not exceeding 70 square feet and raising buildings on the same footprint which does not involve fill and any other activity meeting the conditions of IDNR/OWR Statewide Permit Number 6;

vi. Outfall Structures and drainage ditch outlets meeting the following conditions of IDNR/OWR Statewide Permit Number 7;

vii. Underground pipeline and utility crossings meeting the conditions of IDNR/OWR Statewide Permit Number 8;

viii. Bank stabilization projects meeting the conditions of IDNR/OWR Statewide Permit Number 9;

ix. Accessory structures and additions to existing residential buildings meeting the conditions of IDNR/OWR Statewide Permit Number 10;

x. Minor maintenance dredging activities meeting the following conditions of IDNR/OWR Statewide Permit Number 11;

xi. Bridge and culvert replacement structures and bridge widening meeting the following conditions of IDNR/OWR statewide Permit Number 12;

xii. Temporary construction activities meeting the following conditions of IDNR/OWR statewide Permit Number 13; and,

xiii. Any Development determined by IDNR/OWR to be located entirely within a flood fringe area shall be exempt from State Floodway permit requirements.

B. Other development activities not listed in Section 5.~~1~~ (A) of this Ordinance may be permitted only if:

i. A permit has been issued for the work by IDNR/OWR (or written documentation is provided that an IDNR/OWR permit is not required); or

ii. Sufficient data has been provided to FEMA when necessary, and approval obtained from FEMA for a revision of the regulatory map and base flood elevation~~; or,~~ .

~~iii. Approval by the U.S. Army Corps of Engineers, Permit 404.~~

6. **PROTECTING BUILDINGS.**

A. In addition to the State permit and damage prevention requirements of Section 5 of this ordinance, all existing buildings located in the floodplain shall be protected from flood damage below the flood protection elevation. These building protection requirements apply to the following situations:

i. Construction or placement of a new building or ~~A~~alteration or addition to an existing building valued at more than one thousand dollars ($1,000) or seventy (70) square feet;

ii. Substantial improvements or structural alterations made to an existing building that equal or exceed ~~twenty-five~~ fifty percent ~~(25%)~~ (50%) of the market value of the structure before the improvement or repair is started, or increases the floor area by more than ~~ten~~ twenty percent ~~(10%)~~ 20%). Alterations shall be figured cumulatively during the life of the building. If substantially improved, the existing structure and the addition must meet the flood protection standards of this section;

iii. Repairs made to a substantially damaged building. These repairs shall be figured cumulatively during the life of the building. If substantially damaged the entire structure must meet the flood protection standards of this section within ~~one (1) year~~ twenty-four (24) months of the date the damage occurred;

iv. ~~The building protection requirements of this section shall apply when returning a~~ Installing a manufactured home on a new site or a new manufactured home to the same site it lawfully occupied before it was removed to avoid flood damage;

v. Installing a travel trailer or recreational vehicle on a site for more than ~~ninety (90)~~ one hundred eighty (180) days per calendar year; and,

vi. Repetitive loss to an existing building as defined in Section 1.

B. Existing Residential or Non-Residential Buildings can meet the building protection requirements by one of the following methods:

i. Buildings ~~that were~~ may be constructed on permanent land fill in accordance with the following:

a. The lowest floor (including basement) shall be at or above the flood protection elevation;

b. The fill shall be placed in layers no greater than six (6) inches before compaction and should extend at least ten (10) feet beyond the foundation before sloping below the flood protection elevation;

c. The fill shall be protected against erosion and scour during flooding by vegetative cover, riprap, or another approved structural measures;

d. The fill shall be composed of rock or soil and shall not contain building debris, vegetation or refuse materials; and

e. Shall not adversely affect the flow of surface drainage from or onto neighboring properties, ~~shall be certified by a licensed engineer that the construction will not increase the base flood by more than 0.10 feet~~ and when necessary stormwater management techniques such as swales or basins shall be designed, incorporated and maintained.

ii. An existing building may be elevated on solid walls in accordance with the following:

a. The building or improvements shall be elevated on stilts, piles, walls, crawlspace, or other foundation that is permanently open to flood waters;

b. The lowest floor and all electrical, heating, ventilating, plumbing, and air conditioning equipment and utility meters shall be located at or above the flood protection elevation;

c. If walls are used, all enclosed areas below the flood protection elevation shall address hydrostatic pressures by allowing the automatic entry and exit of flood waters. Flood protection designs must be certified by ~~an Illinois~~ a licensed professional engineer or by having ~~and inspected during construction to assure compliance, but at~~ a minimum of one (1) permanent opening on each wall no more than one (1) foot above grade with a minimum of two (2) openings having a total net area of not less than one (1) square inch per one (1) square foot of enclosed area ~~will be provided. The openings shall be no more than one (1) foot above final grade;~~ subject to flooding below the base flood elevation; and,

d. All ~~structural~~ components below the flood protection elevation shall be constructed of materials resistant to flood damage;

(i) Water and sewer pipes, electrical and telephone lines, submersible pumps, and other service facilities may be located below the flood protection elevation provided they are waterproofed;

(ii) The area below the flood protection elevation shall be used solely for parking or building access and not later modified or occupied as habitable space; or,

(iii) In lieu of the above criteria, ~~A~~all design methods intended to comply with these requirements shall be certified by a licensed professional engineer or architect.

e. The foundation and supporting members shall be anchored, designed, and certified by a licensed engineer, to minimize exposure to hydrodynamic forces such as current, waves, ice, and floating debris.

iii. An existing building may have a crawlspace located below the flood protection elevation provided that the following conditions are met:

a. The building must be designed ~~and certified by a licensed engineer~~ and be adequately anchored to resist floatation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

b. Any enclosed area below the flood protection elevation shall have openings that equalize hydrostatic pressures by allowing for the automatic entry and exit of floodwaters. A minimum of one opening on each wall having a total net area of not less than one (1) square inch per one (1) square foot of enclosed area. The openings shall be no more than one (1) foot above final grade;

c. The interior grade of the crawlspace below the flood protection elevation must not be more than two (2) feet below the lowest adjacent exterior grade;

d. The interior height of the crawlspace measured from the interior grade of the crawl to the top of the foundation wall must not exceed four (4) feet at any point;

e. An adequate drainage system must be installed to remove floodwaters from the interior area of the crawlspace within a reasonable period of time after a flood event;

f. Portions of the building below the flood protection elevation must be constructed with materials resistant to flood damage; and,

g. Utility systems within the crawlspace must be elevated above the flood protection elevation.

C. ~~Existing~~ Non-Residential Buildings may be structurally dry floodproofed (in lieu of elevation) provided a licensed professional engineer or architect certifies that:

i. The structure and attendant utilities located below the flood protection elevation are watertight and capable of resisting the effects of the base flood;

ii. The building design accounts for flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, the effects of buoyancy, and the impact from debris and ice;

iii. Floodproofing measures shall be incorporated into the building design and fully operable without human intervention and without an outside source of electricity; and,

iv. Levees, berms, floodwalls and similar works are not considered floodproofing for the purpose of this subsection.

D. Manufactured homes or travel trailers to be permanently installed on site shall be:

i. Elevated to or above the flood protection elevation in accordance with Section 6 ~~(2)~~ .(B); and,

ii. Anchored to resist floatation, collapse, or lateral movement by being tied down in accordance with the rules and regulations for the Illinois Mobile Home Tie-Down Act issued pursuant to 77 Ill. Adm. Code § 870.

E. Travel trailers and recreational vehicles on a site for more than ~~ninety (90)~~ one hundred eighty (180) days per calendar year shall meet the elevation requirements of Section 6.(B) unless the following conditions are met:

i. The vehicle must be either self-propelled or towable by a light duty truck ~~of one (1) ton or less, as classified and licensed by the State of Illinois~~;

ii. The hitch must remain on the vehicle at all times;

iii. The vehicle must not be attached to external structures such as decks and porches;

iv. The vehicle must be designed solely for recreation, camping, travel, or intermittent seasonal use rather than as a permanent dwelling;

v. The vehicle's largest horizontal projections must be no larger than four hundred (400) square feet;

vi. The vehicle's wheels must remain on axles and tires properly inflated;

vii. Air conditioning units must be ~~roof top units or otherwise manufactured as part of the frame or structure; accessory units, such as those that sit on concrete pads or pedestals on the ground, on a deck or other similar manner~~

~~are prohibited~~ attached to the frame so as to be safe for movement of the floodplain;

~~Propane tanks must be contained in the unit as typically manufactured; accessory or additional bulk tanks shall be prohibited;~~

viii. Propane tanks and ~~A~~all electrical~~, water~~ and sewage disposal connections must be quick-disconnect;

ix. The vehicle must be licensed and titled as a recreational vehicle or park model; and, ~~M~~must either:

a. Be entirely supported by jacks; or,

b. Have a hitch jack permanently mounted, have the tires touching the ground and be supported by blocks in a manner that will allow the blocks to be easily removed by use of the hitch jack.

F. Garages, sheds or other minor accessory structures constructed ancillary to an existing residential use may be permitted provided the following conditions are met:

i. The garage or shed must be non-habitable;

ii. The garage or shed must be used only for the storage of vehicles and tools and cannot be modified later into another use;

iii. The garage or shed must be located outside of the floodway or have the appropriate state and/or federal permits;

iv. The garage or shed must be on a single family lot and be accessory to an existing principle structure on the same lot;

v. Below the base flood elevation, the garage or shed must be built of materials not susceptible to flood damage;

vi. All utilities, plumbing, heating, air conditioning and electrical must be elevated above the flood protection elevation;

vii. The garage or shed must have at least one permanent opening on each wall not more than one (1) foot above grade with one (1) square inch of opening for every one (1) square foot of floor area;

viii. The garage or shed must be less than ~~five~~ fifteen thousand dollars ($15,000) in market value or replacement cost whichever is greater or less than ~~three~~ five hundred ~~twenty~~ seventy-six ~~(320)~~ (576) square feet;

ix. The structure shall be anchored to resist floatation and overturning;

x. All flammable or toxic materials (gasoline, paint, insecticides, fertilizers, etc.) shall be stored above the flood protection elevation; and,

xi. A licensed Illinois surveyor shall document the lowest floor elevation and the owner advised of the flood insurance implications.

7. **SUBDIVISION REQUIREMENTS.** The City Council shall take into account known ~~and perceived~~ hazards related to land use and development, with significant regard and understanding of the sensitive yet potentially destructive aspects associated with activities in areas prone to flooding. In recognition of the potential, the City Council shall take into account the following:

A. New subdivisions, manufactured home parks, annexation agreements, planned developments, and additions to manufactured home parks and subdivisions shall meet the damage prevention and building protections standards contained in Sections 5 and 6 of this Ordinance. ~~Structures and dwellings shall be prohibited from being built below the flood protection elevation.~~ Proposals for such development shall include the following data;

i. The base flood elevation and the boundary of the floodplain, where the base flood elevation is not available from an existing study, the applicant shall be responsible for calculating the base flood elevation;

ii. The boundary of the floodway when applicable; and,

iii. A signed statement by an Illinois Licensed Professional Engineer that the proposed plat and development plan accounts for changes in the drainage of surface waters in accordance with the Plat Act (765 ILCS 205/2).

B. Streets, blocks lots, parks and other public grounds shall be located and laid out in such a manner as to preserve and utilize natural streams and channels. Floodplains within the proposed developments shall be reserved for activities such as parks, public grounds and other open space whenever possible~~, and shall not include proposed lots or locations for the construction of buildings or structures~~.

8. **PUBLIC HEALTH AND OTHER STANDARDS.**

A. Public health standards must be met for all floodplain development. In addition to the other requirements in this Ordinance the following standards apply:

i. No development in the floodplain shall include locating or storing chemicals, explosives, buoyant materials, flammable liquids, pollutants, tanks or any hazardous or toxic materials below the flood protection elevation unless such materials are stored in a floodproofed and anchored storage tank and certified by a professional engineer or floodproofed building constructed according to the requirements of Section 6 of this Ordinance.

ii. Public utilities and facilities such as sewer, gas and electric shall be located and constructed to minimize or eliminate flood damage;

iii. Public sanitary sewer systems and water supply systems shall be located and constructed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;

iv. New and replacement on-site sanitary sewer lines or waste disposal systems shall be located and constructed to avoid impairment to them or contamination

from them during flooding. Manholes or other above ground openings located below the flood protection elevation shall be watertight;

v. Construction of new or substantially improved critical facilities shall be located outside the limits of the floodplain. Construction of new critical facilities may be permissible within the floodplain if it is specifically documented that no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor (including basement) elevated or structurally dry floodproofed to the 500-year flood frequency elevation or three (3) feet above the level of the 100-year flood frequency ~~elevation whichever is greater~~ where a 500-year flood elevation has not been determined. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities; and,

~~f. Critical facilities shall be designed by an Illinois Licensed Professional Engineer, who shall provide timely inspection during all phases of construction to ensure the building, structure or other improvements are built according to the approved design standards and criteria contained herein.~~

B. All other activities which may be determined by the Zoning Administrator to be development shall be designed so as not to alter flood flows or increase potential flood damages.

9. **CARRYING CAPACITY AND NOTIFICATION.** For all projects involving channel modification, fill, or stream maintenance (including levees), the flood carrying capacity of the watercourse shall be maintained and not diminished. In addition, the ~~applicant or potential permittee~~ City of Decatur shall notify adjacent ~~and nearby~~ communities in writing, ~~sent by certified~~

~~mail, return receipt requested, within ten (10)~~ thirty (30) days ~~of the date of application, requesting that the City issue~~ prior to the issuance of a permit for such alteration or relocation of the watercourse~~, explaining the proposed development and its particulars~~.

10. **VARIANCES.** Whenever the standards of this ordinance place ~~demonstrable~~ undue hardships on a specific development proposal, the applicant may apply to the City for a variance, subject to the conditions set forth below. Upon its filing, City staff shall review the application and submit its recommendation to the Zoning Board of Appeals, who shall hold the required public hearing. The Zoning Board of Appeals may attach such conditions to granting of a variance as it deems necessary to further the intent of this ordinance.

A. No variance shall be granted unless the applicant demonstrates by a preponderance of evidence that all of the following conditions are met:

i. The development activity cannot be established anywhere in the City in a location outside the floodplain;

ii. An exceptional and documented hardship would result if the variance were not granted;

iii. The relief requested is the minimum necessary;

iv. No additional threat, nuisance or damage will occur to the public health and safety of nearby owners or to other properties in the area;

v. There will be no additional public expense for flood protection, rescue or relief operations, policing, or repairs to roads, utilities, or other public facilities;

vi. The applicant's circumstances are unique and do not establish a pattern inconsistent with the intent of the NFIP; and,

vii. All other State and Federal permits have been obtained.

B. The Zoning Board of Appeals shall notify an applicant in writing that a variance from the requirements of the building protections standards of Section 6 of this Ordinance that would lessen the degree of protection to a building will:

i. Result in increased premium rates for flood insurance up to twenty-five dollars ($25.00) per one hundred dollars ($100.00) of insurance coverage;

ii. Increase the risk to life and property; and,

iii. Require that the applicant proceed with knowledge of these risks and that the applicant acknowledge in writing the assumption of the risk and liability.

C. Historic Structures. Variances to the building protection requirements of Section 6 which are requested in connection with reconstruction, repair, or alteration of a historic site or historic structure as defined in "Historic Structures", may be granted using criteria more permissive than the requirements of Sections 5 and 6 of this ordinance subject to the conditions that:

i. The repair or rehabilitation is the minimum necessary to preserve the historic character and design of the structure; and,

ii. The repair or rehabilitation will not result in the structure being removed as a certified historic structure.

D. Agriculture. Any variance granted for an agricultural structure shall be decided individually based on a case by case analysis of the building's unique circumstances. Variances granted shall meet the following conditions as well as those criteria and conditions set forth in this ordinance. In order to minimize flood damages during the 100-year flood and the threat to public health and safety, the following conditions shall be included for any variance issued for agricultural structures that are constructed at-grade and wet-floodproofed.

i. All agricultural structures considered for a variance from the floodplain management regulations of this ordinance shall demonstrate that the varied structure is located in wide, expansive floodplain areas and no other alternate location outside of the special flood hazard area exists for the agricultural structure. Residential structures or animal confinement facilities, such as farm houses, cannot be considered agricultural structures.

ii. Use of the varied structures must be limited to agricultural purposes in zone A only as identified on the community's Flood Insurance Rate Map (FIRM).

iii. For any new or substantially damaged agricultural structures, the exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) below the base flood elevation, must be built with flood-resistant materials in accordance with Section 6 of this ordinance.

iv. The agricultural structures must be adequately anchored to prevent floatation, collapse, or lateral movement of the structures in accordance with Section 6 of this ordinance. All of the building's structural components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, and hydrodynamic and debris impact forces.

v. Any mechanical, electrical, or other utility equipment must be located above the base flood elevation or floodproofed so that they are contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with Section 6 of this ordinance.

vi. The NFIP requires that enclosure or foundation walls, subject to the 100-year flood, contain openings that will permit the automatic entry and exit of floodwaters in accordance with Section 6(B) of this ordinance.

vii. The agricultural structures must comply with the floodplain management floodway provisions of Section 5 of this ordinance. No variances may be issued for agricultural structures within any designated floodway.

viii. Wet-floodproofing construction techniques must be reviewed and approved by the Zoning Administrator and a registered professional engineer or architect prior to the issuance of any floodplain development permit for construction.

11. **DISCLAIMER OF LIABILITY**. The degree of protection required by this section is considered reasonable for regulatory purposes and is based on available information derived from engineering and scientific methods of study. Larger floods may occur or flood heights may be increased by man-made or natural causes. This Ordinance does not imply or guarantee that development either inside or outside of the floodplain will be free from flooding or damage. This Ordinance does not create liability on the part of the City of Decatur or any of its officers or employees for any flood damage that results from proper reliance on this Ordinance or any administrative decision made lawfully thereunder.

12. **PENALTY.** Failure to obtain a permit for development in the floodplain or failure to comply with the conditions of a permit or a variance shall be deemed to be a violation of this ordinance. Upon due investigation, the Zoning Administrator may determine that a violation of the minimum standards of this ordinance exists. The Zoning Administrator shall notify the owner in writing of such violation.

A. If such owner fails after a ten (10) days notice to correct the violation:

i. The City ~~may administratively adjudicate violations of this ordinance, or~~ may make application to the circuit court for an injunction requiring conformance with this section or such other order as the court deems necessary to secure compliance;

ii. Any person who violates this ordinance shall upon conviction thereof be fined not less than fifty dollars ($50.00) or more than seven hundred fifty ($750.00) for each offense;

iii. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues; and,

iv. The City may record with the Macon County Recorder a notice of violation for the property.

B. The Zoning Administrator shall notify the owner that any such violation is considered a willful act to increase flood damages and therefore may cause coverage by a Standard Flood Insurance Policy to be suspended.

~~C.~~ The Zoning Administrator is authorized to issue an order requiring the suspension of the subject development. The stop-work order shall be in writing, indicate the reason for the issuance, and shall order the action, if necessary, to resolve the circumstances requiring the stop-work order. The stop-work order constitutes a suspension of the permit. ~~The stop-work order shall be effective commencing one day after being deposited in the United States mail, first class postage prepaid, addressed to the owner at the address to which the property tax bill is sent, or immediately upon being conspicuously posted at the property.~~

D. Nothing herein shall prevent the City from taking such other lawful action to prevent or remedy any violations. All costs connected therewith shall accrue to the person or persons responsible.

13. **ABROGATION AND GREATER RESTRICTIONS.** This ordinance repeals and replaces other ordinances adopted by the City Council to fulfill the requirements of the National Flood Insurance Program. This ordinance does not repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. Where this ordinance and other ordinances, easements,

covenants or deed restrictions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

14. **SEVERABILITY.** The provisions and sections of this ordinance shall be deemed separable and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

15. **EFFECTIVE DATE.** This ordinance shall be in full force and effect upon approval and adoption by the City Council.

City Clerk

DATE: 5/23/2017

MEMO: 2017-15

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Ascertaining Prevailing Rate of Wages for Construction of Public Works by Contract

SUMMARY RECOMMENDATION: Staff recommends approval of the Resolution Ascertaining Prevailing Rate of Wages for Construction of Public Works by Contract.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. 2017-_____

RESOLUTION ASCERTAINING PREVAILING RATE OF WAGES FOR CONSTRUCTION OF PUBLIC WORKS BY CONTRACT

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

Section 1. That the general prevailing rate of wages in this locality for work in the construction of public works by contract be, and the same is hereby, ascertained to be as set out in Exhibit A hereto attached and hereby made a part hereof.

Section 2. That the City Clerk be, and she is hereby, authorized and directed to cause this Resolution along with said Exhibit to be on file and available for public inspection at the office of said Clerk, and to cause a duly certified copy thereof to be filed in the office of the Secretary of State.

Section 3. That the notice, a copy of which is hereto attached, be, and the same is hereby, approved, and said Clerk be, and she is hereby, authorized and directed to cause the same to be published once in a newspaper of general circulation in the locality.

PRESENTED AND ADOPTED this 5th day of July, 2017.

_____
Julie Moore Wolfe, Mayor

Attest:

_____
City Clerk

This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June 5, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

MACON COUNTY
PREVAILING WAGE
RATES EFFECTIVE
JUNE 5, 2017

TradeTitle	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	All	BLD		30.89	32.14	1.5	1.5	2.0	6.30	14.23	0.00	0.90
ASBESTOS ABT-MEC	All	BLD		31.56	32.56	1.5	1.5	2.0	8.25	3.00	0.00	0.00
BOILERMAKER	All	BLD		34.34	36.84	1.5	1.5	2.0	7.07	22.13	1.50	0.71
BRICK MASON	All	BLD		30.25	31.75	1.5	1.5	2.0	8.60	13.54	0.00	0.85
CARPENTER	All	BLD		31.05	33.30	1.5	1.5	2.0	8.20	16.15	0.00	0.52
CARPENTER	All	HWY		31.55	33.30	1.5	1.5	2.0	8.20	16.15	0.00	0.52
CEMENT MASON	All	BLD		30.28	31.28	1.5	1.5	2.0	8.20	13.58	0.00	0.60
CEMENT MASON	All	HWY		28.81	30.31	1.5	1.5	2.0	8.20	13.58	0.00	0.50
CERAMIC TILE FNSHER	All	BLD		26.36	0.00	1.5	1.5	2.0	8.45	9.00	0.00	0.00
ELECTRIC PWR EQMT OP	All	All		42.47	48.52	1.5	1.5	2.0	6.52	11.89	0.00	0.42
ELECTRIC PWR GRNDMAN	All	All		29.14	48.52	1.5	1.5	2.0	6.12	8.16	0.00	0.29
ELECTRIC PWR LINEMAN	All	All		47.16	48.52	1.5	1.5	2.0	6.66	13.20	0.00	0.47
ELECTRIC PWR TRK DRV	All	All		30.55	32.55	1.5	1.5	2.0	6.17	8.56	0.00	0.31
ELECTRICIAN	All	BLD		36.27	39.90	1.5	1.5	2.0	6.85	8.72	0.00	0.54
ELECTRONIC SYS TECH	All	BLD		31.91	33.91	1.5	1.5	2.0	6.85	6.61	0.00	0.40
ELEVATOR CONSTRUCTOR	All	BLD		42.52	47.84	2.0	2.0	2.0	14.43	8.96	3.40	0.60

GLAZIER	All	BLD		35.63	37.63	1.5	1.5	2.0	6.25	8.40	0.00	0.68
HT/FROST INSULATOR	All	BLD		38.36	39.36	1.5	1.5	2.0	9.34	11.61	0.00	0.55
IRON WORKER	E	All		32.61	34.51	1.5	1.5	2.0	9.64	11.37	0.00	0.90
IRON WORKER	W	BLD		30.87	32.25	1.5	1.5	2.0	9.13	14.13	0.00	0.66
IRON WORKER	W	HWY		32.02	33.77	1.5	1.5	2.0	9.13	14.43	0.00	0.66
LABORER	All	BLD		28.39	29.64	1.5	1.5	2.0	6.30	14.23	0.00	0.80
LABORER	All	HWY		29.65	30.65	1.5	1.5	2.0	6.30	14.73	0.00	0.80
LATHER	All	BLD		30.20	32.45	1.5	1.5	2.0	8.00	15.65	0.00	0.52
MACHINIST	All	BLD		45.35	47.85	1.5	1.5	2.0	7.26	8.95	1.85	0.00
MARBLE FINISHERS	All	BLD		26.36	0.00	1.5	1.5	2.0	8.45	9.00	0.00	0.00
MARBLE MASON	All	BLD		27.86	29.11	1.5	1.5	2.0	8.45	9.00	0.00	0.00
MILLWRIGHT	All	BLD		31.56	33.81	1.5	1.5	2.0	8.20	16.10	0.00	0.52
MILLWRIGHT	All	HWY		33.58	35.33	1.5	1.5	2.0	8.20	16.67	0.00	0.52
OPERATING ENGINEER	All	BLD	1	35.70	37.20	1.5	1.5	2.0	10.60	9.75	0.00	1.75
OPERATING ENGINEER	All	BLD	2	33.35	37.20	1.5	1.5	2.0	10.60	9.75	0.00	1.75
OPERATING ENGINEER	All	BLD	3	29.75	37.20	1.5	1.5	2.0	10.60	9.75	0.00	1.75
OPERATING ENGINEER	All	BLD	4	37.20	37.20	1.5	1.5	2.0	10.60	9.75	0.00	1.75
OPERATING ENGINEER	All	HWY	1	40.79	42.30	1.5	1.5	2.0	10.60	9.75	0.00	1.75
OPERATING ENGINEER	All	HWY	2	36.45	42.30	1.5	1.5	2.0	10.60	9.75	0.00	1.75
OPERATING ENGINEER	All	HWY	3	29.77	42.30	1.5	1.5	2.0	10.60	9.75	0.00	1.75
OPERATING ENGINEER	All	HWY	4	42.30	42.30	1.5	1.5	2.0	10.60	9.75	0.00	1.75
OPERATING ENGINEER	All	O&C		31.80	0.00	1.5	1.5	2.0	10.45	9.35	0.00	1.50
PAINTER	All	All		28.75	30.25	1.5	1.5	2.0	6.30	11.50	0.00	0.70
PAINTER OVER 30FT	All	All		29.75	31.25	1.5	1.5	2.0	6.30	11.50	0.00	0.70

PAINTER PWR EQMT	All	All		29.50	31.00	1.5	1.5	2.0	6.30	11.50	0.00	0.70
PILEDRIVER	All	BLD		32.05	34.30	1.5	1.5	2.0	8.20	16.15	0.00	0.52
PILEDRIVER	All	HWY		31.60	33.35	1.5	1.5	2.0	8.00	15.65	0.00	0.52
PIPEFITTER	All	BLD		37.46	41.46	1.5	1.5	2.0	7.00	9.26	0.00	1.11
PLASTERER	All	BLD		30.07	32.07	1.5	1.5	2.0	8.15	16.79	0.00	0.80
PLUMBER	All	BLD		37.46	41.46	1.5	1.5	2.0	7.00	9.26	0.00	1.11
ROOFER	All	BLD		28.17	31.19	1.5	1.5	2.0	10.80	7.06	0.00	0.85
SHEETMETAL WORKER	All	BLD		32.81	34.81	1.5	1.5	2.0	8.85	13.17	0.00	0.65
SPRINKLER FITTER	All	BLD		37.12	39.87	1.5	1.5	2.0	8.42	8.50	0.00	0.35
STONE MASON	All	BLD		30.25	31.75	1.5	1.5	2.0	8.60	13.54	0.00	0.85
TERRAZZO FINISHER	All	BLD		26.36	0.00	1.5	1.5	2.0	8.45	9.00	0.00	0.00
TERRAZZO MASON	All	BLD		27.86	29.11	1.5	1.5	2.0	8.45	9.00	0.00	0.00
TILE MASON	All	BLD		27.86	29.11	1.5	1.5	2.0	8.45	9.00	0.00	0.00
TRUCK DRIVER	All	All	1	34.22	37.87	1.5	1.5	2.0	11.40	5.64	0.00	0.25
TRUCK DRIVER	All	All	2	34.69	37.87	1.5	1.5	2.0	11.40	5.64	0.00	0.25
TRUCK DRIVER	All	All	3	34.95	37.87	1.5	1.5	2.0	11.40	5.64	0.00	0.25
TRUCK DRIVER	All	All	4	35.24	37.87	1.5	1.5	2.0	11.40	5.64	0.00	0.25
TRUCK DRIVER	All	All	5	36.17	37.87	1.5	1.5	2.0	11.40	5.64	0.00	0.25
TRUCK DRIVER	All	O&C	1	27.38	30.30	1.5	1.5	2.0	11.40	5.64	0.00	0.25
TRUCK DRIVER	All	O&C	2	27.75	30.30	1.5	1.5	2.0	11.40	5.64	0.00	0.25
TRUCK DRIVER	All	O&C	3	27.96	30.30	1.5	1.5	2.0	11.40	5.64	0.00	0.25
TRUCK DRIVER	All	O&C	4	28.19	30.30	1.5	1.5	2.0	11.40	5.64	0.00	0.25
TRUCK DRIVER	All	O&C	5	28.94	30.30	1.5	1.5	2.0	11.40	5.64	0.00	0.25
TUCKPOINTER	All	BLD		30.25	31.75	1.5	1.5	2.0	8.60	13.54	0.00	0.85

Explanations

MACON COUNTY

IRON WORKERS (WEST) - West of a straight line just east of Route 51 to the southeast corner where Shelby, Macon and Moultrie counties meet.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous

materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which

utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic

helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

CLASS 1. Asphalt Screed Man; Aspco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backfillers, Crane Type; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Cherry Pickers; Clam Shells; C.M.I. & similar type autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Pumps; Derricks; Derrick Boats; Draglines; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or

two or more load lines; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Orange Peels; Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Pushdozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Rotomill; Scoops, Skimmer, two cu. yd. capacity and under; Scoops, All or Tournapull; Sheep-Foot Roller (Self Propelled); Shovels; Skid Steer; Skimmer Scoops; Temporary Concrete Plant Operators; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Sideboom; Trenching or Ditching Machine; Tunnelluggers; Vermeer Type Saws; Water Blaster Cutting Head; Wheel Type End Loaders; Winch Cat.

CLASS 2. Air Compressors (six to eight)*; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Oiler on Two Paving Mixers When Used in Tandem; Boom or Winch Trucks; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power

Operated; Hoist (with One Drum and One Load Line); Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Post Hole Digger, Mechanical; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in this Classification; Road or Street Sweeper, Self Propelled; Rollers (except bituminous concrete); Seaman Tiller; Straw Machine; Vibratory Compactor; Water Blaster, Power Unit; Welding Machines (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors(one to five)*; Air Compressors, Track or Self-Propelled; Automatic Hoist; Building Elevators; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Hoist, Automatic; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Robotic Controlled Equipment in this Classification; Scissors Hoist; Tractors without power attachments regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (1/300 Amp. or over)*; Welding machines (one to five)*

CLASS 4. Lattice Boom Crawler Cranes; Lattice Boom Truck Cranes; Telescopic Truck-Mounted Cranes; Tower Cranes.

* Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants, or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

OPERATING ENGINEERS - HIGHWAY

CLASS 1. Asphalt Screed Man; Asphco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Carry Deck Pickers; Cherry Pickers (Rough Terrain); C.M.I. & similar type-autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Plant Operators; Concrete Pumps; Derricks; Derrick Boats; Dewatering Systems; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Grout Pump; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists

with two or more drums or two or more load lines; Hydro Jet or Hydro Laser; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Multi-Point Power Lifting Equipment; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Push-dozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Roto-Mill; Scoops, Skimmer, two cu. yd. capacity and under; Sheep-Foot Roller (Self Pro-pelled); Shovels; Skid Steer; Skimmer Scoops; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Side-boom; Trenching or Ditching Machine; Tunnelluggers; Vermeer-Type Saws; Wheel Type End Loaders; Winch Cat; Scoops, All or Tournapull.

CLASS 2. Air Compressors (six to eight)*; Articulated Dumps; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Boom or Winch Trucks; Building Elevators; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist, Automatic;

Hoist with One Drum and One Load Line; Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Off Road Water Wagons; Oiler on Two Paving Mixers When Used in Tandem; Post Hole Digger, Mechanical; Robotic Controlled Equipment in This Classification; Road or Street Sweeper, Self-Propelled; Rollers (except bituminous concrete); Scissor Hoist; Sea-man Tiller; Straw Machine; Vibratory Compactor; Water Pumps (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors (one to five)*; Air Compressors, Track or Self-Propelled; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in This Classification; Tractors without power attachments, regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (one 300 Amp. or over)*; Welding Machines (one to five)*.

CLASS 4. Lattice Boom Crawler Crane; Lattice Boom Truck Crane;

Telescopic Truck-Mounted Crane; Tower Crane.

*Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

OPERATING ENGINEER - OIL AND CHIP RESEALING ONLY.

This shall encompass the operation of all motorized heavy equipment used in oil and chip resealing, including but not limited to operating self-propelled chip spreaders, and all types of rollers (both hard and rubber tired); and other duties pertaining to the operation or maintenance of heavy equipment related to oil & chip resealing.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the

classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

DATE: 5/24/2017

MEMO: 2017-16

TO: Honorable Mayor and Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Agreement for Lobbying Services - Curry and Associates L.L.C.

SUMMARY RECOMMENDATION: Staff recommends the approval of the Resolution Authorizing an Agreement for Lobbying Services between the City of Decatur and Curry and Associate L.L.C.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. R2017-_____

RESOLUTION AUTHORIZING AGREEMENT FOR LOBBYING SERVICES -CURRY AND ASSOCIATES L.L.C.-

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

Section 1. That the Agreement presented to the City Council herewith between the City of Decatur and Curry and Associates L.L.C. for Lobbying Services be, and it is hereby, received, placed on file, and approved for a period ending June 30, 2018.

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

PRESENTED and ADOPTED this 5th day of June 2017.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

LOBBYING SERVICES AGREEMENT

This agreement entered into this 1st day of July, 2017 by and between CURRY & ASSOCIATES, L.L.C., (hereinafter referred to as "CURRY"), a government consulting firm located 4804 Fletcher Lane, Mt. Zion, Illinois 62549, and the City of Decatur (hereinafter referred to as "THE CLIENT"), located at One Gary K. Anderson Plaza, Decatur, Illinois 62523.

WITNESSETH:

1. This agreement shall be effective as of July 1, 2017 and shall continue in full force and effect through June 30, 2018, provided, however, either party may terminate this Agreement at any time without liability upon thirty (30) days' written notice. Notice shall be sent to the address contained for each party in this agreement.

2. CURRY, hereby agrees to perform some or all of the following services for THE CLIENT; review and monitor legislation before the Illinois General Assembly which it considered or is advised is of interest to THE CLIENT; represent THE CLIENT before the Illinois General Assembly with regard to legislation that is of interest to THE CLIENT; represent THE CLIENT with regard to matters with the Executive Branch and Agencies under the control of the Executive Branch; represent THE CLIENT with regard to matters before other state constitutional or regulatory offices; to meet with THE CLIENT'S assigned government affairs staff or legislative coordinator; and upon request, provide written reports of legislative activity.

3. CURRY, agrees to act only with confirmation and direction from THE CLIENT as to each lobbying activity. CURRY or THE CLIENT may suggest an area of lobby activity to be followed by appropriate confirmation from THE CLIENT.

4. For and in consideration of the above, THE CLIENT agrees to pay CURRY, a monthly retainer of $2,500.00 per month. This retainer payment shall be due on the 15th day of each month and shall continue to be due of the same day of each subsequent month for the duration of the agreement. If payment is not received by the 30th day of the month, this agreement shall be considered null and void and CURRY shall not perform any further services on behalf of THE CLIENT until all retainer and expense payment have been paid in full.

5. It is understood and agreed that the compensation recited in section 4 includes usual and ordinary costs and expenses. If CURRY, determines that there is a need to incur extraordinary costs and expenses in the

performances of Services hereunder, then in that event THE CLIENT shall reimburse CURRY, for the same, provided the nature and amount and circumstance thereof are fully disclosed to and approved by THE CLIENT prior to the time the same are incurred, and upon receipt of a detailed accounting of all such extraordinary costs and expenses.

6. In the event that a possible conflict of interest arises at any time during the term of this Agreement between the interests of THE CLIENT and those of CURRY'S other clients, CURRY agrees to notify THE CLIENT thereof promptly and shall, if so directed by THE CLIENT, refrain from performing Services with respect to such area of conflicting interest.

7. CURRY and THE CLIENT agree to comply fully with all applicable federal, state and local laws regulating political and lobbying activities and each agrees to fully comply will all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local government or judicial body, agency or official pertaining to its performing services.

8. Upon execution of this agreement both parties agree to immediately comply with the Illinois Lobbyist Disclosure Act and register their respective companies/organizations with the Illinois Secretary of State Index Department.

9. CURRY, will assume full responsibility for and shall indemnify and hold harmless THE CLIENT from and against any and all losses, claims, liabilities, penalties, fines, causes of action, damages, costs and expenses arising out of or resulting from any negligence or wrongful or willful misconduct on the part of CURRY, or any breach by CURRY, of any of the terms and provisions of this Agreement.

10. THE CLIENT will assume full responsibility for and shall indemnify and hold harmless CURRY, from and against any and all losses, claims, liabilities, penalties, fines, causes of action, damages, costs and expenses arising out of or resulting from any negligence or wrongful or willful misconduct on the part of THE CLIENT or any breach by THE CLIENT of any of the terms and provisions of this agreement.

11. Inasmuch as in the rendering of Services hereunder, CURRY may acquire confidential information and data concerning the business and operations of,

or belonging to THE CLIENT, and additional information and data will be made available to or developed by CURRY agrees to treat and maintain all such information and data as THE CLIENT'S confidential property and not to divulge it to others at any time or use it for private purposes or otherwise, except as such use or disclosure may be required in connection with performance of the services or as may be consented to by THE CLIENT unless and until such information becomes a part of the public domain or CURRY, legally acquires such information without restriction on disclosure from sources other THE CLIENT or other companies with whom THE CLIENT has a business relationship.

12. CURRY is and shall act as an independent contractor in performing Service hereunder.

13. This Agreement shall be personal to the parties hereto and no party shall (by operation of law or otherwise) transfer or assign its rights or delegate its performance hereunder; and any such transfer, assignment or delegation shall be void and of no effect, unless said transfer or assignment is agreed to by both parties.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to principles respecting conflicts of laws.

15. This document constitutes the entire agreement between the parties hereto.

In Witness Whereof, the parties have duly executed this Agreement as of the date first above written.

CURRY & ASSOCIATES, L.L.C.,

By_____

Julie A. Curry
President & CEO
4804 Fletcher Lane
Mt. Zion, Illinois 62549

THE CITY OF DECATUR

By_____

Tim Gleason
City Manager
One Gary K. Anderson Plaza
Decatur, Illinois 62523

ATTEST:

_____

City Clerk

DATE: 5/26/2017

MEMO: 2017-17

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings

SUMMARY RECOMMENDATION: Staff recommends approval of the Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Exhibit A	Backup Material
Exhibit B	Backup Material

RESOLUTION NO. R2017-_____

RESOLUTION APPROVING AND DETERMINING THE NEED FOR CONFIDENTIALITY OF MINUTES OF CLOSED MEETINGS

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

Section 1. That the minutes of those closed meetings of the Council conducted on the dates shown on Exhibits A and B hereto are hereby approved, and any prior approvals of said minutes are hereby confirmed and ratified.

Section 2. That the Council hereby determines that the minutes, or portions thereof, of those closed meetings of the Council conducted on the dates shown on Exhibit A hereto no longer require confidential treatment and are hereby made available for public inspection on and after the effective date hereof.

Section 3. That the Council hereby determines that the minutes of those closed meetings of the Council conducted on the dates shown on Exhibit B hereto require confidential treatment and are not available for public inspection until further order of the Council.

Section 4. That pursuant to Section 2.06 (c) (1) of the Open Meetings Act, the City Clerk is authorized to destroy the verbatim records of all Closed Meetings that have occurred more than eighteen (18) months from the date of this Resolution, this Council having approved written Minutes of all such meetings.

PRESENTED AND ADOPTED THIS 5th DAY OF JUNE 2017.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

Exhibit A
(Minutes to be Released)

July 28, 2008 (Portion marked "R")

August 18, 2008

September 2, 2008 (Portion marked "R")

April 6, 2009

November 16, 2009

November 1, 2010

November 10, 2014

Exhibit B
(Minutes NOT to be Released)

1999

February 8, 1999

2000

June 10, 2000
July 24, 2000
November 11, 2000

2002

March 18, 2002
November 4, 2002

2003
March 3, 2003
April 21, 2003
April 24, 2003
May 12, 2003
May 27, 2003
June 2, 2003
August 4, 2003
August 18, 2003
October 20, 2003
December 15, 2003

2004

January 20, 2004
March 29, 2004
April 5, 2004
June 7, 2004
August 16, 2004
October 18, 2004

2005

January 18, 2005
January 24, 2005
February 21, 2005
June 20, 2005

2006

January 17, 2006
March 20, 2006
May 1, 2006
May 15, 2006
June 5, 2006
June 8, 2006
June 19, 2006
July 3, 2006 (2 sets)
July 12, 2006
July 31, 2006
September 5, 2006
November 6, 2006
November 20, 2006

2007
January 8, 2007
January 22, 2007
March 5, 2007
May 7, 2007
June 18, 2007
September 17, 2007
October 1, 2007
November 19, 2007
December 3, 2007
December 26, 2007

2008

January 7, 2008
January 22, 2008
February 4, 2008
April 7, 2008
April 21, 2008
April 23, 2008
May 5, 2008
May 19, 2008
June 2, 2008
June 16, 2008
June 30, 2008
July 21, 2008
July 28, 2008
August 4, 2008
September 2, 2008
September 4, 2008
September 15, 2008
October 6, 2008
December 8, 2008

2009

March 16, 2009
May 4, 2009
May 8, 2009
May 18, 2009
June 15, 2009
July 6, 2009
September 21, 2009
November 30, 2009
December 7, 2009 (2 sets)

Exhibit B
(Minutes NOT to be Released)

2010

March 1, 2010
March 15, 2010
April 19, 2010
May 3, 2010
June 7, 2010
September 20, 2010
December 6, 2010
December 20, 2010

2011

January 18, 2011
March 7, 2011
October 3, 2011
December 5, 2011

2012

June 4, 2012
July 30, 2012
September 17, 2012
November 5, 2012

2013

January 7, 2013
February 19, 2013
June 3, 2013
June 17, 2013
July 1, 2013
July 15, 2013
August 5, 2013
September 16, 2013
November 18, 2013
December 2, 2013
December 16, 2013

2014

January 21, 2014
February 3, 2014
May 19, 2014
August 4, 2014
November 3, 2014

2015

February 24, 2015
April 20, 2015
May 18, 2015
June 1, 2015
August 3, 2015
August 10, 2015
August 17, 2015
August 31, 2015
September 8, 2015
September 14, 2015
October 5, 2015
October 19, 2015
November 16, 2015

2016

April 4, 2016
April 18, 2016
May 16, 2016
June 6, 2016
June 20, 2016
July 5, 2016
October 3, 2016
October 17, 2016
November 7, 2016
December 5, 2016

2017

April 3, 2017
April 17, 2017
April 26, 2017

DATE: 5/26/2017

MEMO: 032017

TO: Mayor and City Council

FROM: Tim Gleason, City Manager
John Williams, Transit Administrator

SUBJECT: Resolution to Authorize application and execution of Technical Assistance grant contract with the lllinois Department of Transportation.

SUMMARY RECOMMENDATION: To adopt a resolution authorizing the application and execution of the technical assistance grant contract with the Illinois Department of Transportation.

BACKGROUND: A technical assistance grant application has been submitted to Illinois Department of Transportation. The purpose of the grant is to obtain funding to allow for a comprehensive study of transit operations. The study will include an evaluation of routes, scheduling, frequency of service, the possibility of additional service to potentially include late night and Sunday service and ways to increase ridership. The last transit study was completed in 2001.

PRIOR COUNCIL ACTION: None.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: John Williams, Mass Transit Administrator, at jwilliams@decaturil.gov or 424-2820

BUDGET/TIME IMPLICATIONS: It is anticipated the total cost of the study may be around $90,000. There is reimbursement for the study up $75,000 through this grant. The remainder, if needed, will come from DUATS planning funds. There are no time implications

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO._____

Resolution Authorizing Application and Execution Of Technical Assistance Grant Contract WithThe Illinois Department Of Transportation For Section 5305 State Planning And Research (Technical Services)

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

WHEREAS, the provision of public transportation service is essential to people of Illinois: and

WHEREAS, the provision of public transportation by a public body is in the best interest of the community; and

WHEREAS, application for the said technical assistance grant will impose certain obligations upon the recipient;

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

SECTION 1. That an application has been made to the Illinois Department of Transportation's (IDOT's) Division of Public and Intermodal Transportation, for a grant to comprehensively study the operational functions of Decatur's Public Transit System, to include evaluations of routes, system design, scheduling, frequency of service, additional service (late evening, Sunday), demand response options and ways to increase efficiencies, ridership and technical solutions with the study to provide information to assist with short and long term strategy planning for transit and provide additional options associated with providing services to Forsyth and Mt. Zion.

SECTION 2. That the City Manager of the City of Decatur, Illinois, is hereby authorized and directed to apply for and execute a technical assistance grant contract on behalf of the City of Decatur; and

SECTION 3. That the City Manager of the City of Decatur, Illinois, is hereby authorized to provide such information and file such documents as may be required to receive and have work performed under this grant contract.

PRESENTED AND ADOPTED this 5th day of June 2017

_____

JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

DEBRA G. BRIGHT, CITY CLERK

DATE: 5/26/2017

MEMO:

TO: Mayor and Council

FROM: Tim Gleason, City Manager

SUBJECT: Change Order

SUMMARY RECOMMENDATION: To authorize Change Order to Cummins Crosspoint in the amount of $2,687.66

BACKGROUND: Transit vehicle was taken to Cummins Crosspoint where it needed an engine rebuild. A quote was received and upon approval by the Mayor and Council, work began to rebuild. It was discovered afterwards, additional work was needed to complete the repairs.

PRIOR COUNCIL ACTION: Council approved Resolution 2017-49, for the rebuild of a 2001 Transit Gillig bus engine in the amount not to exceed $26,335.29.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: John Williams, Transit Administrator Jerome Parker, Resident, General Manager

BUDGET/TIME IMPLICATIONS: State and Federal funds will be utilized.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Cummins invoice	Backup Material

RESOLUTION NO._____

Resolution Authorizing the Execution of a Change Order Cummins Crosspoint

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

SECTION 1. That the agreement between Cummins Crosspoint and the City of Decatur be, and the same is hereby modified to authorize a Change Order for an additional cost of $2,687.66.

SECTION 2. That the Mayor be, and is hereby authorized to execute such Change Orders as are necessary to effect the intent hereof.

SECTION 3. That the changes in the above-described agreements are germane to said agreements, as signed, and such changes are in the best interest of the City of Decatur and are authorized by law.

PRESENTED AND ADOPTED this 5th day of June, 2017

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
DEBRA G, BRIGHT, CITY CLERK

Cummins **Sales and Service**

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing.
Remit To: Cummins Crosspoint
75 Remittance Dr-Ste1701
Chicago, IL 60675-1701

NORMAL BRANCH
450 W NORTHTOWN ROAD
NORMAL, IL 61761-
(309)452-4454

CREDIT MEMO

INVOICE NO
PREVIEW
Remit To:75 Remittance Dr-Ste1701 Chicago, IL 60675-1701

BILL TO
CITY OF DECATUR
PUBLIC TRANSIT
555 EAST WOOD ST
DECATUR, IL 62523-

OWNER
CITY OF DECATUR
ATTN ACCT PAYABLE
1 ANDERSON PLAZA
DECATUR, IL 62523-
CHRIS BERGSCHNEIDER - 217 424 2816

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
		07-JAN-2002	ISC-280-BUS		GILLIG
CUSTOMER NO.	**SHIP VIA**	**FAIL DATE**	**ENGINE SERIAL NO.**	**CPL NO.**	**EQUIPMENT MODEL**
62523		30-MAY-2017	46158624	CPL223600	PHANTOM
REF. NO.	**SALESPERSON**	**PARTS DISP.**	**MILEAGE/HOURS**	**PUMP CODE**	**UNIT NO.**
187843			18849	02648702	9110

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		090441		**YEAR** 2001			
COMPLAINT		CREDIT EXTRA PARTS & LABOR APPROVED REPAIRS PER CHRIS/TARA					
CAUSE		PER CUSTOMER AGREEMENT					
CORRECTION		CREDIT ADDTL PARTS AND LABOR APPROVED REPAIRS PER CHRIS/TARA REBILLED RO REPLACE CAMSHAFT, TAPPETS, PUSH RODS, LINER SHIMS, GEAR HOUSING, CRANK GEAR, ETC. LABOR TO CUT CYL BLOCK, REPLACE CRANKSHAFT GEAR, CAMSHAFT TAPPETS, AIR COMPRESSOR HOSE, MISSING FUEL TUBE BRACES, ISOLATORS, ETC.					
COVERAGE		CUSTOMER BILLABLE					
REMARK		WE APPRECIATE YOUR BUSINESS ! THANK YOU.					
-1		-1	3937456	SUPPORT,FAN	CECO	412.45 -	412.45
-1		-1	3938163	CAMSHAFT	CECO	343.88 -	343.88
-12		-12	3945866	TAPPET,VALVE	CECO	11.84 -	142.08
-12		-12	3944174	ROD,PUSH	CECO	10.69 -	128.28
-1		-1	3925343	KIT,SEAL	CECO	125.96 -	125.96
-6		-6	3924447	SHIM	CECO	20.53 -	123.18
-1		-1	3968920	TUBE,TUR OIL DRAIN	CECO	54.87 -	54.87
-1		-1	3968382	BREATHER,CRANKCASE	CECO	148.87 -	148.87
-1		-1	4997721	HOUSING,GEAR	CECO	134.23 -	134.23
-1		-1	3918776	GEAR,CRANKSHAFT	CECO	174.79 -	174.79
-4		-4	3904711	BRACE,TUBE	CECO	10.64 -	42.56
-4		-4	3930688	BRACE,TUBE	CECO	29.25 -	117.00
-1		-1	27101-GAL	TRANSYND GAL JUG	OTHER	62.73 -	62.73

Billing Inquiries? Call (877)480-6970 or email CBSCrossPointReceivables@cummins.com

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name)_____ **SIGNATURE**_____ **DATE**_____

Cummins Crosspoint, LLC

ENGINES, PARTS, COMPONENTS AND OTHER PRODUCTS - MANUFACTURER'S WARRANTY

THE ONLY WARRANTY WITH RESPECT TO ANY ENGINES, PARTS, COMPONENTS OR PRODUCTS TO WHICH THIS INVOICE RELATES IS THAT WARRANTY, IF ANY, MADE BY THE MANUFACTURER THEREOF. CUMMINS CROSSPOINT, LLC ("CCRPT") MAKES NO WARRANTY OF ANY KIND REGARDING SUCH ENGINES, PARTS, COMPONENTS OR PRODUCTS, WHETHER EXPRESS, ARISING BY OPERATION OR LAW, OR IMPLIED BY COURSE OF DEALING, USAGE OR TRADE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. CCRPT IS NOT RESONSIBLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

LIMITED SERVICE WARRANTY AND EXCLUSIVE REMEDY

Coverage

Cummins Crosspoint, LLC Limited Service Warranty covers failures, which are a direct result of improper workmanship performed by Cummins Crosspoint, LLC on the purchaser's equipment. This coverage extends for a period of ninety days (90) days or 25,000 miles or 1,000 hours of operation, whichever comes first, from the date the service or repair work was performed by Cummins Crosspoint, LLC ("CCRPT") as specified on the front of this invoice. This limited service warranty is made to the original Purchaser of services and repairs as specified on the front of this invoice and does not apply to subsequent purchasers or users.

OTHER COVERAGES

Engines and components rebuilt by CCRPT for sale on an exchange basis are covered by a separate warranty policy. Copies of this policy are available to purchasers of these specific engines or components upon request.

Exclusive Remedy

The Purchaser's sole and exclusive remedy for any claim resulting from defects in workmanship shall be correction of improperly performed service or repair at the expense of CCRPT. CCRPT will also pay for reasonable parts and labor needed to correct any damage to other portions of the unit (sometimes known as "progressive damages") directly resulting from such improperly performed workmanship by CCRPT, up to a maximum of $ 5000, subject to the terms and conditions contained herein.

Limitations

EXCEPT FOR THE FOREGOING, CCRPT MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, ARISING BY OPERATION OR LAW, OR IMPLIED BY COURSE OF DEALING, USAGE, OR TRADE INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILTIY OR SERVICE OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING WITH RESPECT TO SERVICE OR REPAIRS WHICH ARE THE SUBJECT OF THIS INVOICE.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, CCRPT SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTAIL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DAMAGES RESULTING FROM "DOWNTIME" EXPENSES, CARGO DAMAGES, TOWING FEES, LOSS OF USE OF EQUIPMENT, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES OR ANY OTHER BUSINESS COSTS AND LOSSES RESULTING FROM A COVERED FAILURE. CCRPT'S COMPLETE LIABILITY FOR ANY FAILURES RESULTING FROM IMPROPER WORKMANSHIP PERFORMED BY CCRPT, AND THE PURCHASER'S EXCLUSIVE REMEDY THEREFOR, ARE LIMITED TO CORRECTION OF IMPROPERLY PERFORMED WORKMANSHIP AT THE EXPENSE OF CCRPT.

IF CCRPT DETERMINES, IN ITS SOLE DESCRETION, THAT IT IS IMPRACTICAL TO REMEDY DEFECTS BY SERVICE OR REPAIR, CCRPT MAY REFUND THE PART OF THE PURCHASE PRICE ATTRIBUTABLE TO THE DEFECTIVE SERVICE OR REPAIR PAID BY THE PURCHASER, AND SUCH REFUND SHALL BE THE SOLE AND EXCULSIVE REMEDY FOR ANY SUCH CLAIM. The warranty set forth herein is the sole warranty made by CCRPT with regard to service or repairs performed by CCRPT.

What Is Not Covered By This Warranty

This warranty covers service or repair work only. CCRPT does not warranty any engine, product, component or part, and the only warranty respecting a product, component or part is the warranty, if any, made by the manufacturer thereof. CCRPT makes no warranty and shall have no responsibility for any portion of the Purchaser's equipment that CCRPT does not work on. This warranty does not apply to damage by accident, failure to perform proper maintenance, abuse, misuse, neglect or modification by Purchaser or third parties. This warranty does not apply if service or repair to the portion(s) of the equipment repaired by CCRPT is performed by anyone other than CCRPT after the date this warranty becomes effective.

How to Obtain Service Warranty

Prior to the expiration of this warranty, the original Purchaser of service or repairs must give notice of any warrantable failure to CCRPT and deliver the unit at owner's expense to a CCRPT facility for repair or to another location as specified by CCRPT. The original Purchaser is responsible for providing his original repair documentation.

Abandoned Material

Any materials left on the premises of CCRPT after repair work has been completed will be considered abandoned. Such materials may be scrapped or sold at the sole discretion of CCRPT.

Payment

Unless Prior credit arrangements are made with CCRPT, payment in full by Purchaser for all service and repair work performed by CCRPT and for any parts, components, engines and products furnished to Purchaser shall by made at the time of completion of the repair and service work. If credit is extended to Purchaser, Purchaser agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by CCRPT in collecting any amounts due to CCRPT from Purchaser. Any invoice which is past due shall bear interest until paid at the rate of 1.5% per month or, if such rate is greater than that allowed by applicable law, such lesser rate as may be so allowed.

Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing.
Remit To: Cummins Crosspoint
75 Remittance Dr-Ste1701
Chicago, IL 60675-1701

NORMAL BRANCH
450 W NORTHTOWN ROAD
NORMAL, IL 61761-
(309)452-4454

CREDIT MEMO

INVOICE NO
PREVIEW
Remit To:75 Remittance Dr-Ste1701 Chicago, IL 60675-1701

BILL TO
CITY OF DECATUR
PUBLIC TRANSIT
555 EAST WOOD ST
DECATUR, IL 62523-

OWNER
CITY OF DECATUR
ATTN ACCT PAYABLE
1 ANDERSON PLAZA
DECATUR, IL 62523-
CHRIS BERGSCHNEIDER - 217 424 2816

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
		07-JAN-2002	ISC-280-BUS		GILLIG
CUSTOMER NO.	**SHIP VIA**	**FAIL DATE**	**ENGINE SERIAL NO.**	**CPL NO.**	**EQUIPMENT MODEL**
62523		30-MAY-2017	46158624	CPL223600	PHANTOM
REF. NO.	**SALESPERSON**	**PARTS DISP.**	**MILEAGE/HOURS**	**PUMP CODE**	**UNIT NO.**
187843			18849	02648702	9110

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		090441		YEAR 2001			

	PARTS:		- 2,010.88
	PARTS COVERAGE CREDIT:		0.00CR
	TOTAL PARTS:	- **2,010.88**	
	SURCHARGE TOTAL:		**0.00**
	LABOR:		0.00
	LABOR COVERAGE CREDIT:		0.00CR
	TOTAL LABOR:	**0.00**	
	MISC.:		- 676.78
	MISC. COVERAGE CREDIT:		0.00CR
	TOTAL MISC.:	- **676.78**	
	ADJUSTMENT-LABOR TTS		- 676.78
TAX EXEMPT NUMBERS: IL	E9994-8699-06 EXP 1/1/15 TAXES:		
	STATE		**0.00**

Billing Inquiries? Call (877)480-6970 or email CBSCrossPointReceivables@cummins.com

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL:	- 2,687.66
TOTAL TAX:	0.00
TOTAL AMOUNT: US $	- **2,687.66**

AUTHORIZED BY (print name)_____ **SIGNATURE**_____ **DATE**_____