

CITY OF LINCOLN
REGULAR CITY COUNCIL MEETING
AGENDA
NOVEMBER 21, 2016

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Public Participation

5. Consent Agenda By Omnibus Vote

All items under the Consent Agenda are considered to be routine in nature and/or non-controversial and will be approved by one motion. If any one wishes to have a separate vote on any item, it will be pulled from the Consent Agenda and voted on separately.

A. Payment of Bills

B. Approval of City Holiday and City Council Meeting Schedule for 2017

6. Ordinances and Resolutions

7. Bids

8. Reports

A. City Treasurer Report for October, 2016

B. City Clerk Report for October, 2016

C. Department Head Reports for October, 2016

9. New Business/Communications

A. Approval of change orders #1 and #2 to contract with Hoerr Construction for CIPP project in an amount not to exceed \$8,167.08

B. Approval of revised Special Police Services Agreement

C. Approval of amendment to the City of Lincoln Policy and Procedure Handbook to include a provision of non-exempt employee compensatory time

D. Approval of Work Order #9 between the City of Lincoln and Farnsworth for the design of a Lincoln Dog Park to be paid from the Capital Projects Fund

10. Announcements

11. Possible Executive Session

12. Adjournment

We welcome the participation of persons with disabilities at all City of Lincoln meetings. If auxiliary aid or service is required for most effective participation and communication, please notify the City Clerk's Office at 217-735-2815 or cityclerk@lincoln.il.gov no later than 48 hours prior to the meeting time.

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Clay T. Johnson, City Administrator



MEETING

DATE: November 15, 2016

RE: 2017 Holiday and Meeting Schedule

Included with this memo is a copy of the proposed 2016 Holiday Schedule and the 2016 Proposed Meeting Schedule for both the Committee of the Whole and City Council. The number of holidays observed in 2017 remain the same.

One Committee of the Whole date, February 28th, was removed from the schedule as it conflicts with the day of the primary election.

COW Recommendation: After a discussion of next year's meeting dates, place these items for approval on the November 21st consent agenda.

Council Recommendation: As part of the consent agenda, approve the 2017 Holiday and 2017 Council Meeting Schedules.

MARTHA A. NEITZEL
ACTING MAYOR

CLAY T. JOHNSON
CITY ADMINISTRATOR

SUSAN K. GEHLBACH
CITY CLERK

CHARLES N. CONZO
CITY TREASURER

WILLIAM B. BATES, JR.
CITY ATTORNEY



CITY OF LINCOLN, ILLINOIS

700 Broadway St., P.O. Box 509, Lincoln, IL 62656

Named for and Christened by Abraham Lincoln, 1838 - Incorporated February 16, 1865
CITY COUNCIL MEETS FIRST AND THIRD MONDAY NIGHTS EACH MONTH

CITY OF LINCOLN SCHEDULED MEETING DATES FOR 2017 CALENDAR YEAR

REGULAR CITY COUNCIL MEETINGS @ 7:00 P.M.

January 3, 2017 (2nd is Holiday)
January 17, 2017 (15th is Holiday)
February 6, 2017
February 21, 2017 (20th is Holiday)
March 6, 2017
March 20, 2017
April 3, 2017
April 17, 2017
May 1, 2017
May 15, 2017
June 5, 2017
June 19, 2017
July 3, 2017
July 17, 2017
August 7, 2017
August 21, 2017
September 5, 2017 (4th is Holiday)
September 18, 2017
October 2, 2017
October 16, 2017
November 6, 2017
November 20, 2017
December 4, 2017
December 18, 2017

COMMITTEE OF A WHOLE MEETINGS @ 7:00 P.M.

January 10, 2017
January 24, 2017
February 14, 2017
March 14, 2017
March 28, 2017
April 11, 2017
April 25, 2017
May 9, 2017
May 23, 2017
June 13, 2017
June 27, 2017
July 11, 2017
July 25, 2017
August 15, 2017
August 29, 2017
September 12, 2017
September 26, 2017
October 10, 2017
October 24, 2017
November 14, 2017
November 28, 2017
December 12, 2017

REGULAR CITY COUNCIL MEETINGS - 1ST & 3RD Mondays of each month.

COMMITTEE OF A WHOLE MEETINGS - 2ND & 4TH Tuesdays of each month.
If the 1st of the month falls on a Tuesday, then meetings would be held on the 3rd & 5th Tuesdays or as changed by City Council.

(If meeting date falls on a holiday, then it is held the following night as changed by Council).

If any of the above referenced meeting dates are changed, a notice will be sent out, setting forth the new time and date.

Susan K. Gehlbach

CITY COUNCIL

FIRST WARD
STEVE PARROTT
TRACY WELCH

SECOND WARD
MICHELLE BAUER
KATHLEEN M. HORN

THIRD WARD
TODD MOURNING
JONETTE "JONIE" TIBBS

FOURTH WARD
JEFF HOINACKI
MARTHA NEITZEL

CITY OF LINCOLN 2017 HOLIDAYS

JANUARY 2ND	MONDAY	NEW YEAR'S DAY
JANUARY 16TH	MONDAY	MARTIN LUTHER KING DAY
FEBRUARY 13TH	MONDAY	LINCOLN'S BIRTHDAY
FEBRUARY 20TH	MONDAY	PRESIDENT'S DAY
APRIL 14TH	FRIDAY	GOOD FRIDAY
MAY 29TH	MONDAY	MEMORIAL DAY
JULY 4TH	TUESDAY	INDEPENDENCE DAY
SEPTEMBER 4TH	MONDAY	LABOR DAY
OCTOBER 9TH	MONDAY	COLUMBUS DAY
NOVEMBER 10TH	FRIDAY	VETERAN'S DAY
NOVEMBER 23RD	THURSDAY	THANKSGIVING DAY
NOVEMBER 24TH	FRIDAY	DAY AFTER THANKSGIVING
DECEMBER 25TH	MONDAY	CHRISTMAS

SUSAN K. GEHLBACH
CITY CLERK



CITY OF LINCOLN, ILLINOIS
700 BROADWAY ST., P.O. BOX 509
LINCOLN, IL 62656

November 9, 2016

TO: City Aldermen
Martha Neitzel, Acting Mayor
Clay Johnson, City Administrator
Chuck Conzo, City Treasurer
Tim Ferguson, EMC Facility Manager

FROM: Susan Gehlbach, City Clerk

The chart below represents the breakdown of the past due sewer balances as of 10/31/16. These accounts are divided into three periods, 0-45 days, 46-90 days and over 90 days. The Monthly sewer balance total includes LDC and both prisons as of October 31, 2016.

Reports	0-45 Days	46-90 Days	Over 90 Days	Total
Monthly	\$ 91,534.79	\$ 44,773.57	\$ 122,923.58	\$ 259,231.94
Commercial	\$ 1,128.50	\$ 1,512.84	\$ 1,312.28	\$ 3,953.62
Northeast	\$ 1,514.79	\$ 1,658.91	\$ 15,033.65	\$ 18,207.35
South	\$ 5,651.78	\$ 7,143.26	\$ 36,671.32	\$ 49,466.36
Northwest	\$ 19,397.35	\$ 1,108.29	\$ 17,471.53	\$ 37,977.17
TOTALS	\$ 119,227.21	\$ 56,196.87	\$ 193,412.36	\$ 368,836.44

Please note as of October 31, 2016 (accounts that are 90 days or more past due) totaled \$193,412.36. We have authorized IL-AWC to disconnect water service to 226 properties with allowing 195 reconnections (due to payment in full) since February, 2012. There are 11 properties in foreclosure, delinquent taxes, and/or bankruptcy; with a total of \$19,322.91 (included in above past due residential totals).

The Northwest Section was billed on 10/31/16.

Monthly - October	\$ 77,857.31
Commercial-Sept/Oct	114,789.05
Northeast Section	<u>84,387.00</u>

TOTAL \$ 277,033.36

The total amount of sewer receipts collected for the month of October, 2016:

\$169,724.25 cash & checks
+ 24,289.01 debit/credit payments (E-Pay)
<u>\$194,013.26 Total amount received</u>

Since the Clerk's office began enforcing collection of delinquent sewer accounts on 01/01/12, \$139,136.11 (approx. 81%) on 156 properties; \$7,358.98 (approx. 4.3%) on 8 properties have been written off due to Bankruptcy, Tax Deed and US Marshall sales; and \$26,136.30 (approx. 15%) on 12 properties are left to be collected, on the original \$172,631.39 (176 properties) outstanding sewer balances.

BUILDING AND SAFETY DEPARTMENT DEVELOPMENT ACTIVITY REPORT AS OF OCTOBER 31, 2016

BUILDING ACTIVITY REPORT

	Number Of Permits	Construction Value	Fees Received
January 2016	12	\$247,710.00	\$1,083.28
January 2015	4	\$69,785.00	\$458.12
February 2016	16	\$2,524,798.00	\$13,515.41
February 2015	8	\$83,076.00	\$627.42
March 2016	32	\$457,980.00	\$3,542.55
March 2015	28	\$380,531.55	\$1,521.02
April 2016	50	\$4,203,562.00	\$2,800.69
April 2015	43	\$402,261.86	\$3,786.06
May 2016	47	\$625,244.00	\$3,122.06
May 2015	48	\$402,131.79	\$2,440.40
June 2016	44	\$1,641,538.00	\$6,098.87
June 2015	58	\$457,331.00	\$3,251.52
July 2016	37	\$221,206.75	\$1,770.05
July 2015	53	\$421,592.62	\$3,137.31
August 2016	51	\$388,608.22	\$3,051.41
August 2015	41	\$403,698.50	\$2,515.40
September 2016	48	\$21,067,926.53	\$24,064.77
September 2015	51	\$5,115,560.00	\$20,240.16
October 2016	44	\$330,768.00	\$2,644.98
October 2015	38	\$384,674.00	\$2,439.85
Jan. - Oct. 2016:	382	\$31,709,341.50	\$61,694.07
Jan. - Oct. 2015:	372	\$8,120,642.32	\$40,417.26

CODE ENFORCEMENT ACTIVITY REPORT

	<u>2016 Violation Letters</u>	<u>2015 Violation Letters</u>
January:	33	61
February:	31	35
March:	87	105
April:	129	116
May:	153	146
June	101	108
July	117	102
August	120	134
September	118	93
<u>October</u>	<u>51</u>	<u>50</u>
TOTAL:	940	950

Upon review of the number of ordinance violation letters issued from January to October for the years 2016 and 2015, it is apparent that the overall number of ordinance violation letters issued continues to decrease, which is evidence that the condition of the City's neighborhoods continues to improve, as residents are taking greater care to maintain their properties and their actions are greatly appreciated in enhancing the livability and appearance of their neighborhood. The Building and Zoning Department has demonstrated a very consistent commitment to enforcing the requirements of the City Code and will continue to remain diligent in identifying and eliminating all code violations.

COURT ACTIVITIES

City Court: September 12, 2016 Docket

709 S. McLean St.	--	Inoperable vehicle
114 Hudson St.	--	Inoperable vehicle and Accumulation of trash
610 3 rd St.	--	Accumulation of trash
1224 Pelin St.	--	Accumulation of trash

175 Railroad Ave.	--	Accumulation of trash
912 N. Logan St.	--	Accumulation of trash
525 N. Sherman St.	--	Accumulation of trash

City Court: October 3, 2016 Docket

1107 N. McLean St.	--	Inoperable vehicle
709 S. McLean St.	--	Inoperable vehicle -- Continued from 9/12/2016
614 Omaha St.	--	Accumulation of trash
610 3 rd St.	--	Accumulation of trash -- Continued from 9/12/2016
1224 Pekin St.	--	Accumulation of trash -- Continued from 9/12/2016
105 Heritage	--	Accumulation of trash
912 N. Logan St.	--	Accumulation of trash -- Continued from 9/12/2016
723 N. Sherman St.	--	Accumulation of trash
216 Oscar St.	--	Accumulation of trash
525 N. Sherman St.	--	Accumulation of trash -- Continued from 9/12/2016
513 N. Madison St.	--	Accumulation of trash -- Compliance Hearing
304 Tremont St.	--	Accumulation of trash
1601 N. Logan St.	--	Accumulation of trash and Weeds

Please find attached to this report a Summary of Building Permits that details the total number of building permits issued by categories from January thru October for the years 2016 and 2015. Code Enforcement Summary Reports for the month of September and October 2016 have also been attached that summarizes the total number of code violation letters sent out by category. The Code Enforcement Summary Report is a new report that was created to provide information as to nature of violations that the Building and Safety Dept. addresses on a monthly basis.

Summary of Building Permits
From 1/2/2015 To 10/30/2015

Permit Type Description	Issued	Construction Value	Fees Recieved
Additions	7	3,749,000.00	8,463.50
Alteration/Structure	30	261,468.00	1,910.64
Curb Cut	2	3,005.00	100.00
Deck	20	76,928.00	763.42
Demolition	6	251,002.00	0.00
Driveway	13	41,909.00	449.54
Electrical	3	60,030.00	371.00
Fence	50	120,095.86	1,445.58
FOUNDATION	1	300.00	20.00
Garage	12	183,400.00	1,192.60
HVAC	1	700.00	20.00
New Construction	8	1,768,400.00	13,513.10
Pool	2	10,200.00	91.20
RAMP	3	5,957.00	0.00
Remodeling	15	244,150.00	1,316.00
Roofing	155	1,174,049.67	8,996.77
Siding	21	105,179.79	937.71
Signs	13	51,865.00	520.05
Street Excavation	2	2.00	100.00
Utility Sheds	8	13,001.00	206.20
	Totals	<u>3,120,642.32</u>	<u>40,417.26</u>

Summary of Building Permits
 From 1/7/2016 To 10/31/2016

Permit Type Description	Issued	Construction Value	Fees Recieved
Additions	15	1,336,946.00	4,184.10
Alteration/Structure	37	1,543,616.00	8,597.03
Curb Cut	1	6,000.00	50.00
Deck	16	24,350.00	371.70
Demolition	16	133,338.00	1,195.00
Driveway	9	28,750.00	301.30
Fence	46	114,563.00	1,412.87
FOUNDATION	1	7,880.00	64.40
Garage	8	165,266.00	1,031.91
HVAC	1	2,200.00	27.00
New Construction	9	22,701,869.00	31,895.50
Pool	3	41,639.00	243.24
RAMP	3	6,000.00	0.00
Remodeling	9	4,385,400.00	1,715.50
Roofing	157	910,189.69	7,975.08
Sliding	26	134,998.81	1,186.58
Signs	11	60,113.00	501.64
Telecomm. Facility/A	1	73,600.00	550.00
Utility Sheds	13	32,623.00	391.22
	Totals	<u>11,709,341.50</u>	<u>61,694.07</u>

DATE	INVOICE	DESCRIPTION	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT		
10/3/2016	3		1																		
10/6/2016			1																		
10/6/2016	1		2																		
10/6/2016	1																				
10/7/2016	1																				
10/11/2016	2		1																		
10/11/2016	5		1																		
10/28/2016	1																				
10/27/2016	1																				
10/28/2016	3		1																		
10/28/2016	2		2																		
10/28/2016	2																				
10/11/2016	1																				
10/28/2016			1																		
10/25/2016	1																				
10/28/2016	4																				
10/17/2016	2		1																		
10/28/2016	2																				
10/11/2016																					
Oct. Total	32		5		1		6		0		2		1		0		0		0		1



AMERICAN WATER
Contract Services Group

150 West Kickapoo Street
Lincoln, Illinois 62656
www.amwater.com

P 217.732.4030
F 217.732.8596

November 17, 2016

CITY OF LINCOLN
700 Broadway Street
Lincoln, Illinois 62656

Monthly Sewer Operations Report

Dear Alderman:

American Water Contract Services is pleased to present the monthly operations report for October, 2016. This report contains information on the following:

- General Information,
- Facility Operations,
- Lift Station Operations,
- Collection System Operations,
- Maintenance and Repair Budget,
- Safety and Training

Please feel free to contact me with any questions or comments, or if you would like copies of any of the attachments listed above. American Water Contract Services greatly appreciates the opportunity to provide service, as well as, continue our partnership with the City of Lincoln.

Sincerely,

Timothy D Ferguson
Facility Manager

1.0 GENERAL INFORMATION

- The facility received 1.58 inches of precipitation in October.

2.0 FACILITY OPERATIONS

2.1 Influent Quality

Table 2.1, indicates the influent quality for the month of October.

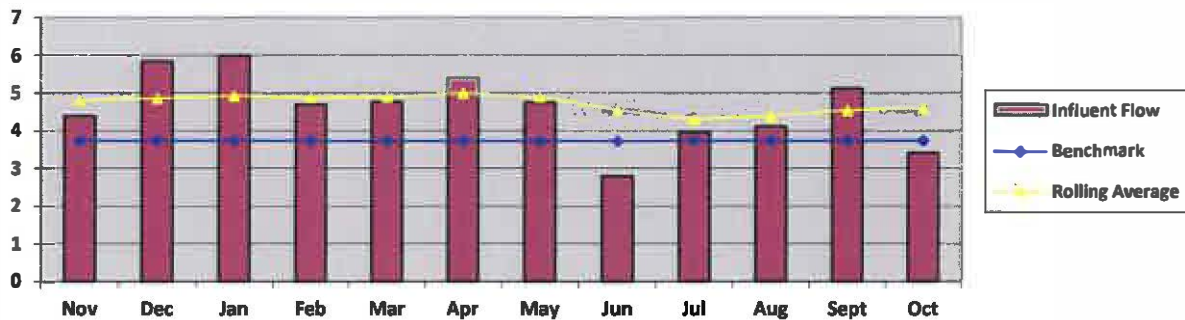
Table 2.1, Influent Quality

PARAMETER	MONTHLY AVERAGES
Biological Oxygen Demand (BOD ₅)	176 mg/l
Total Suspended Solids (TSS)	230 mg/l
Ammonia Nitrogen (NH ₃ -N)	13.8 mg/l

2.2 Influent Flow Benchmark

Graph 2.2, compares the fiscal year's flow with the 2004/2005 benchmark. As indicated by Graph 2.2, the annual benchmark for influent flow is 3.73 MGD. The 12 month rolling average is 4.6 MGD.

Graph 2.2, Influent Flow



2.3 Effluent Quality

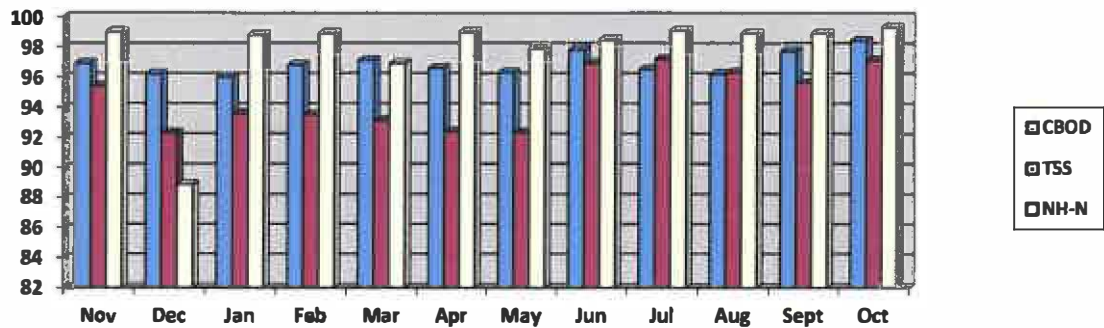
The effluent quality at the facility consistently met permit limits during this reporting period. Table 2.3, compares the effluent quality with the NPDES permit limits.

Table 2.3, Effluent Quality

PARAMETER	PERMIT LIMITS	MONTHLY AVERAGES
Biochemical Oxygen Demand (CBOD ₅)	20 mg/L	2.61 mg/L
Total Suspended Solids (TSS)	25 mg/L	6.67mg/L
Ammonia Nitrogen (NH ₃ -N)	4.0 mg/L	.1 mg/L

The Wastewater Treatment Facility has performed well over the past reporting period. Graph 2.3, illustrates the removal rate the facility achieved on the three above parameters. The annual average removal rate for BOD was 98.4%, TSS was 97.1%, and the NH₃-N was 99.3%.

Graph 2.3, Removal Rate (Percentage)



2.4 Scheduled and Unscheduled Maintenance and Repair

The following is a list of the major preventive maintenance or repair tasks that were performed within the facility during the reporting period.

- The headwork at the plant is running great after all of the repairs.
- Heater in the press building has malfunctioned and EL Pruitt is investigating.

3.0 LIFT STATION OPERATIONS

The lift stations performed well in during the reporting period. The following is a list of major preventive maintenance or repair tasks that were performed within the facility during the reporting period.

- Controls on Singleton Lift Station are faulting regularly. Looking into replacement options.

4.0 COLLECTION SYSTEM OPERATIONS AND MAINTENANCE

4.1 Cleaning and Televising

Table 4.1, displays the cleaning and televising information for the reporting period and the fiscal year.

Table 4.1, Cleaning and Televising

Footage Cleaned	4,058
Double Footage Cleaned	0
YTD Footage Cleaned	40,761
Footage Televised	0
YTD Footage Televised	11,608.9
Number of Days on Repairs	7
Number of Catch Basins Cleaned	40

4.2 Scheduled and Unscheduled Maintenance and Repair

The following is a list of the major preventive maintenance or repair tasks that were performed within the collection system during the reporting period.

- No Major issues to report

4.3 Utility Locating

The City of Lincoln received 156 requests for utility locations during the reporting period. The City has received 966 requests for the fiscal year.

5.0 MAINTENANCE AND REPAIR BUDGET

Table 5.1, displays the current months M & R expenditures and compares the year-to-date expenditures with the current year's budget. The following table includes expenditures for the Treatment Facility, Collection System, and Lift Stations.

*Table 5.1, Maintenance and Repair Budget**

PERIOD	EXPENDITURES	BUDGET	VARIANCE
Current Month	\$2,213.98	\$6,275.00	\$4,061.02
Fiscal Year	\$26,094.20	\$37,650.00	\$11,555.80

6.0 Safety and Training

The Facility received a 97% safety rating for October.

The September safety training was on SOPs and Guidelines.

American Water/EMC has worked 867 consecutive days without a lost time accident.

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln
FROM: Tim Ferguson, Wastewater Treatment Manager

MEETING

DATE: November 15, 2016

RE: Change Order #2 for CIPP Project

Background

This summer, the City of Lincoln contracted with Hoerr Construction to install approximately 6000 feet of Cured in Place Pipe in selected areas of the City.

The project was substantially completed in mid-September.

Analysis/Discussion

The project went very well, overall. Hoerr took great care to minimize disruptions to the residents of Lincoln and only a few concerns were relayed to us.

There are two issues that are still outstanding. One being the true up of actual work completed compared to the Engineer's Estimate on the project. Please see the breakdown from Justin Reeise, from Farnsworth Group, on the actual footage that were installed. The total pipe lined was less than expected, as well as, a lower number of service connections that were reinstated. However, we ended up having an additional 5 protruding taps that required cutting prior to installing the liner. This brought the total contract value above the base bid amount.

The second issue came about after the liner was installed. Right before the liner was inserted, a section of clay pipe collapsed and was lined over by Hoerr without knowing. There is now a piece of clay pipe restricting the flow. This is the responsibility of Hoerr to remove. The method of removal would have them remotely grind the chunk out and re-line a small section, without performing any excavation. However, the section of pipe that failed, which is the City's responsibility, is in badly need of repair due to the collapse. There is a line item in the bid for point repairs, priced at \$9200 each. We were able to renegotiate a lower price with Hoerr to correct both issues with a time and

material price not to exceed \$7000. Replacing the collapsed section will address all issues regarding the restricted flow and bad section of pipe.

Financial

Change order #2 will address these two issues and have a cost of not to exceed \$8167.08. The Sewer O&M Fund has adequate funds to cover the extra expense. This will allow to close out the project.

COW Recommendation

Recommend approval of Change Order #2 in an amount of not to exceed \$8167.08

Council Recommendation:

Approve Change Order #2.

Original Contract Amount

The Construction contract as awarded included the following:

- **Unscheduled Protruding Tap Cut Outs – 6 (Estimated)**
- **Unscheduled Point Repair – 1 (Estimated)**
- **CIPP Lining - 6015 LF (8"-18")**
- **Service Lateral Connections – 152 services**
- **Total Contract Amount - \$178,835.00**

Change Order #1:

Change Order #1 was executed to eliminate the lining of a section of sewer between Lincoln and Jefferson (Sheet C7) and add in a section of sewer lining on Broadway Street. Change Order #1 modified the Contract as follows:

- **Reduced the Plan CIPP Footage by 8 LF to 6007 LF**
- **Increased the Plan Service Lateral Connection by 2 to 154 services**
- **Reduced the Construction Contract Amount by \$24.40 to \$178,810.60**

Installed Quantities to Date:

- **CIPP Lining - 5991.3 LF (8"-18") – Sewer Lining Completed**
- **Service Lateral Connections – 117 Service Connections Completed**
- **Protruding Tap Cut Outs – 6**
- **Unscheduled Point Repair – 1**
- **\$178,502.08 (332.92 Under Awarded Amount)**

Change Order #2

Change Order #2 needed to address additional scope items including a 2nd point repair and additional unscheduled cutting of protruding taps.

- **Additional Protruding Taps – 5 @ \$300 EA = \$1,500.00**
- **Additional Point Repair – Not to Exceed \$7,000. (Negotiated with Hoerr and reduced from \$9,200 bid price)**

Additional Scope Item Costs for Change Order #2: Not to exceed \$8,167.08 (\$8,500.00 less the remaining amount awarded)

Change Order

No. 1

Date of Issuance: 8/5/2016

Effective Date: 8/5/2016

Project: LINCOLN, ILLINOIS – SEWER LINING	Owner: City of Lincoln	Owner's Contract No.:
Contract: SEWER LINING		Date of Contract:
Contractor: Hoerr Construction		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Project area shown on sheet C7 to be removed from the project scope and replaced with a section of sewer on Broadway Street from Manhole 451 to Manhole 448.

Attachments (list documents supporting change):

See Attached Sheets

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 178,835.00

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:

\$ 0.00

Contract Price prior to this Change Order:

\$ 178,835.00

[Increase] [**Decrease**] of this Change Order:

\$ 24.40

Contract Price incorporating this Change

\$ 178,810.60

Original Contract Times: Working Calendar days

Substantial completion (days or date): 60

Ready for final payment (days or date): 75

[Increase] [Decrease] from previously approved Change Orders

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date): 60

Ready for final payment (days or date): 75

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): 60

Ready for final payment (days or date): 75

RECOMMENDED:

By: _____

Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized)

Date: _____

Approved by Funding Agency (if applicable):

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

C7 Project Area Removed from Scope

8" CIP LINING, COMPLETE	LF	\$ 21.80	780	\$ 17,004.00
SERVICE LATERAL CONNECTION	EA	\$ 75.00	15	\$ 1,125.00
				\$ 18,129.00

Broadway Project Area to be Added to Scope

8" CIP LINING, COMPLETE	LF	\$ 21.80	772	\$ 16,829.60
SERVICE LATERAL CONNECTION	EA	\$ 75.00	17	\$ 1,275.00
				\$ 18,104.60
Difference				\$ (24.40)

Change Order

No. 2

Date of Issuance: 11/14/16

Effective Date: 11/14/2016

Project: LINCOLN, ILLINOIS – SEWER LINING	Owner: City of Lincoln	Owner's Contract No.:
Contract: SEWER LINING		Date of Contract:
Contractor: Hoerr Construction		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

5 additional protruding tap cut-outs at the bid unit price

1 additional point repair at the negotiated T&M price not to exceed \$7,000

Attachments (list documents supporting change):

See Attached Sheets

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 178,835.00

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1:

\$ 24.40

Contract Price prior to this Change Order:

\$ 178,810.60

[Increase] [Decrease] of this Change Order:

\$ 8,167.08

Contract Price incorporating this Change

\$ 186,977.68

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working Calendar days

Substantial completion (days or date): 60

Ready for final payment (days or date): 75

[Increase] [Decrease] from previously approved Change Orders

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date): 60

Ready for final payment (days or date): 75

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): 60

Ready for final payment (days or date): 75

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized)

Date: _____

Approved by Funding Agency (if applicable):

N/A

Date: _____

Change Order Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln
FROM: Clay T. Johnson, City Administrator *G*
MEETING
DATE: November 15, 2016
RE: Amendment to Special Police Services Agreement

Background

In July 2015, the Council approved a template agreement which allows Lincoln police officers to serve on details for private/non-city functions. The agreement also stipulated a fee for utilizing the officers to be paid to the City. The established fee was created to cover the cost of overtime the City would incur for providing the off-duty detail.

More recently, Lincoln College has expressed a desire to enter into such an agreement for police services. Their counsel had some suggestions for the agreement, which Mr. Bates has reviewed and believe make the agreement more equitable for the party undertaking the agreement and does not expose the city additionally. A copy of the original and revised agreements are included in your materials for reference.

Analysis/Discussion

The vast majority of the changes provide clarity to provisions which were originally vague. This pertains to Sections 2 of the agreement regarding the compensation of the officer and how the payment would be rendered. Section 3.1 is new language that specifies that the officer is an independent contractor of the College.

The indemnity clauses were also revised as the original agreement held the City harmless in almost all cases. This agreement narrows that indemnification to only acts of the police. Cancellation language remains the same as the previous agreement.

Both Mr. Bates and Chief Adams are comfortable with the new language and recommend that this agreement become the standard form for the special police services. We will likely strike or amend the school language specified in Section 3.5 unless it is applicable.

Fiscal Impact

The fiscal impact remains the same as when the previous agreement was formed. As you may recall, \$47.00 per hour does not cover all officers' fees for overtime as it was calculated on a range between the top and bottom hourly overtime rates within the department.

COW Recommendation

Place this revised language on the Council's November 21st meeting agenda for consideration.

Council Recommendation

Approve the language as recommended and authorize the revised language to serve as the basis of the Special Police Services Agreement moving forward.

AGREEMENT FOR SPECIAL POLICE SERVICES

This Agreement is made this _____ day of November, 2016, by and between the City of Lincoln, Illinois Police Department (a department of the City of Lincoln, Illinois) ("City"), 911 Pekin Street, Lincoln Illinois, 62526 and Lincoln College ("College"), 300 Keokuk Street, Lincoln, Illinois 62656.

WITNESSETH

WHEREAS, College and City each desire to enter into this Agreement for Special Police Services ("Agreement") for their mutual benefit; and

WHEREAS, College recognizes that City's police force is primarily employed by City and each party to this Agreement recognizes that the employment of police officers imposes unusual restraints and responsibilities on the parties.

NOW THEREFORE, in consideration of these promises and the mutual considerations and promises hereinafter set forth and for other good and valuable consideration, the parties agree as follows:

1. SERVICES TO BE PROVIDED

1.1 City agrees to provide College with police/law enforcement services that are in addition to those services generally provided to the public.

1.2 The police/law enforcement services shall be provided as follows:

Date(s) of Service

Beginning Date: _____ Ending Date: _____

Hours To Be Worked

From: _____ a.m./p.m. To: _____ a.m./p.m.

Total Hours: _____

Marked Squad Car(s) Requested:

Yes _____ No _____

If yes, number of squad cars _____

Location of Services:

Type of Services To Be Provided:

2. FEES/PAYMENT

2.1 The charge for hiring a police officer shall be \$47.00 per hour, per officer (includes squad car if requested). City shall receive a minimum of two (2) hours pay for each officer assigned.

2.2 College shall pay City within thirty (30) days from the date of the billing invoice. Invoices not paid within thirty (30) days from the date of the billing shall be subject to a 1.5% monthly finance charge.

2.3 City shall be solely responsible for paying the police officer(s) through its payroll and for making all customary deductions and withholdings.

3. OBLIGATIONS OF CITY

3.1 City (including its police officers) is an independent contractor. Neither City nor its police officers will be employees, agents, partners, or joint venturers of the College. The police officers will use their own knowledge, skill, and experience in the performance of their services, and they will not be supervised by College. City's police officers who are assigned to College's property shall be considered "on duty" and subject to the direction and control of City.

3.2 City's police officers shall perform the duties assigned in a professional manner within the highest standards of the profession.

3.3 City's police officers shall comply with all laws, ordinances, codes, rules, regulations and licensing requirements, whether federal, state or local.

3.4 City shall indemnify and hold College harmless for all claims, suits, costs, debts, liens, damages, judgments, penalties, fees, and liabilities arising out of the intentionally tortuous, wrongful, or criminal acts of its police officers.

3.5 If City (including its police officers) has access to the education records of College's students, then City shall limit its employees' access to the records to those persons for whom access is essential to the performance of this Agreement. City shall not disclose student education records or personally identifiable information to other parties. At all times City shall comply with the terms of the Family Educational Rights and Privacy Act of 1974 ("FERPA") in all respects.

4. OBLIGATIONS OF THE COLLEGE

4.1 College shall indemnify and hold City harmless from all claims, suits, costs, debts, liens, damages, judgments, penalties, fees, and liabilities arising out of the negligent acts of the police.

5. CANCELLATION

5.1 City and College acknowledge that, on occasion, a particular date or time where special police services have been contracted, a City police officer may be unable to provide the service due to personnel shortage, emergency situations or exigent circumstances. City agrees to notify College, whenever possible, in advance within a reasonable period of time, should such a situation arise. City shall not bill College for any hours of services that are not provided.

5.2 College may cancel this Agreement with at least seventy-two (72) hours advance notice. If College fails to provide timely notice of cancellation, then College shall pay City for the agreed-upon services.

6. MISCELLANEOUS TERMS

6.1 Notices.

Any notices required by this Agreement shall (a) be made in writing and be given by hand delivery, fax, e-mail, or certified mail, return receipt requested, with adequate postage prepaid; and (b) be deemed given when hand delivered, faxed, e-mailed, or, if mailed, five (5) days after mailing or when the certified mail receipt for such mail is executed, whichever is earlier (regardless of whether the certified mail receipt indicates actual delivery or failure of delivery). For purposes of this Agreement, notices shall be served on the parties at the addresses, faxes, and/or e-mail addresses provided below.

6.2 Entire Agreement; Modification.

This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, and cannot be changed or modified unless in writing signed by the parties hereto.

6.3 Non-Waiver.

No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement

6.4 Non-Assignable.

This Agreement is not assignable but shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both parties.

6.5 Applicable Law.

This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Illinois.

6.6 Valid Document.

A duly signed copy of this Agreement transmitted by fax or e-mail shall be construed as valid and enforceable as an original document.

6.7 Survival.

The following Sections, as applicable, shall survive the expiration or termination of this Agreement: 3.4, 3.5, 4.1 and 6.5.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first mentioned above.

LINCOLN COLLEGE
300 Keokuk Street
Lincoln, Illinois 62656
Telephone No.: 217._____._____
E-Mail: _____

CITY OF LINCOLN ILLINOIS
POLICE DEPARTMENT
911 Pekin Street
Lincoln, Illinois 62656
Telephone No.: 217._____._____
E-Mail: _____

By: _____ (signature)
Its authorized agent

By: _____ (signature)
Its authorized agent

By: _____ (print name)

By: _____ (print name)

Agreement for Special Police Services

THIS AGREEMENT is entered into between the City of Lincoln, hereafter known as Lincoln,

And:

Name of Contact and Group Name

Address:

Telephone Number:

hereafter known as Client.

IN CONSIDERATION of mutual promises contained herein, the parties agree as follows;

1. Lincoln shall provide client with the services of a City of Lincoln Police Officer to patrol Client's property on the dates and times listed at the bottom of this AGREEMENT with the understanding that there is a 2 hour minimum charge.
2. Client agrees to pay Lincoln within thirty (30) days of the billing. There will be a finance charge applied if not paid within thirty (30) days. The current hourly rate for special police service is \$ _____. For every five (5) officers there must be one (1) supervisor
3. Client shall be given the option of having a marked Lincoln squad at the event. Client will pay for an additional thirty (30) minutes to allow for travel time to and from the event if a Lincoln squad is required. The rate will be as listed above.
4. Client and Lincoln acknowledge that, on occasion, a particular date or time where special police services have been contracted, a City of Lincoln Police Officer may be unable to provide the service due to personnel shortage, emergency situations or exigent circumstances. Lincoln agrees to notify Client, whenever possible, in advance within a reasonable period of time, should such a situation arise, and not bill the Client for any hours of services that were not provided. Client agrees to hold Lincoln harmless from any and all liability which may arise should such an occasion occur.
5. Client acknowledges that any City of Lincoln Police Officer assigned to Client's property will be considered on duty and subject to the direction and control of the City of Lincoln Police Department.
6. Client agrees to hold Lincoln harmless from any and all liability.
7. This agreement is subject to change without notice to Client.

Due to the need for scheduling additional officers, this agreement cannot be altered or cancelled by the Client less than seventy-two (72) hours prior to the effective date of this agreement. In the event of cancellation, in all or part, the Client will be responsible for the costs of contracted services.

Effective Date of Agreement _____
Date of Event


Termination Date of Agreement _____
Date of Event and Ending Time

Signed this _____ day of _____ 2014 _____
Chief of Police

Signed this _____ day of _____ 2014 _____
Client

Please list the location of events, dates, beginning and ending times, type of event, estimated number of people attending, number of officers requested and describe the duties you are requesting the officers perform.

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln
FROM: Clay T. Johnson, City Administrator 
MEETING
DATE: November 15, 2016
RE: Amendment to City of Lincoln Policies and Procedures Handbook

Background

On May 18, 2016, the Department of Labor issued its "Final Rule" regarding changes to the Fair Labor Standards Act (FLSA) which revises the overtime rules to include employees who were previously not eligible to receive overtime. FLSA, for purposes of this discussion, defines two broad classes of employees – those who are exempt, and those who are not. Generally speaking, exempt employees are salaried employees who either supervise other employees or demonstrate a significant amount of decision making while on the job. These employees are not eligible for overtime. Non-exempt employees are typically paid by the hour and do not have a supervisory role. Non-exempt employees are eligible to receive overtime for hours worked in excess of forty hours per week.

What has changed the definition of exempt and non-exempt is the increasing of the "standard salary and compensation levels" to a much higher threshold. Under the new guidelines, employees who receive less than \$47,476 annually are considered non-exempt, regardless of supervisory status, etc. The new compensation level was determined by the Department of Labor using the 40th percentile of the lowest wage census region, the South. The new rule is scheduled to take effect on December 1, 2016.

Analysis/Discussion

The impact to the City is not as drastic as one may think. The new regulations do not require that all employees be compensated at the new amount. It also does not mean that anyone who is not paid at the new level be paid an hourly wage. Our most significant impact is the extension of overtime benefits to all employees who make less than \$47,476 annually.

To try to save on overtime payments going forward, we are requesting that the Council amend the personnel rules to allow all newly non-exempt employees to receive compensatory time in lieu of automatic overtime payments. "Comp time" would be accrued at the same rate as overtime – 1.5 hours per hour worked. The employee can choose whether to document hours worked in excess of 40 hours per week as overtime or compensatory time. The compensatory time could be banked in an amount not to exceed 40 hours a year. Suggested language for the inclusion of compensatory time in the policies and procedures handbook is as follows:

Compensatory Time - Nonexempt Employees

Compensatory time off in lieu of immediate overtime pay in cash will be calculated at the rate of one and one-half (1½) hours for each hour of overtime worked. Each department head will be responsible for tracking and maintaining an accurate time log reflecting the accumulation of compensatory time. The log will also reflect the use of compensatory time by the employee.

Utilization of compensatory time at the request of the employee will not be unreasonably denied if operational requirements are not adversely affected and shall be subject to Employer approval.

The maximum compensatory time which may be accrued by the employee shall not exceed forty (40) hours per calendar year. Once an employee exceeds forty (40) accumulated hours, the additional overtime will be compensated in the prescribed method as all overtime payments as described in these personnel rules. Payment for accrued compensatory time shall only occur upon the termination of an employee and shall be calculated at the employee's final rate of payment.

The language recommended closely mirrors the compensatory time language in the three collective bargaining contracts. Using standard language helps to ensure equity across departments. Each department head would be tasked to maintain a log of their employees' accumulated overtime/compensatory time.

Fiscal Impact

The extension of overtime to a new class of employees may affect our overtime budgets going forward. In essence, the new regulations only effects four non-union employees as union employees currently receive compensatory time as prescribed their agreements. While the impact may not be significant, it is incumbent upon each department to adhere to appropriate work hours and only extend opportunities for overtime if necessary. By allowing these employees to utilize compensatory time, the City fairly compensates these employees and saves on personnel costs.

COW Recommendation

Place this language on the Council's November 21st meeting agenda for consideration.

Council Recommendation

Review the recommended language and offer any input as needed. If language is satisfactory, by motion vote amend the City of Lincoln Policy and Procedures Handbook to include a provision of non-exempt employee compensatory time.



UNITED STATES DEPARTMENT OF LABOR

Overtime Final Rule and State and Local Governments

State and local governments: The Fair Labor Standards Act ("FLSA") has long applied to state and local governments. The FLSA and the Department's regulations, however, contain some unique provisions applicable only to public sector workers, notably the permitted use of compensatory time off, under certain conditions. These provisions will help state and local governments adapt to the overtime final rule.

Overtime Final Rule: The Department of Labor's final overtime rule updates the salary level required for the executive, administrative, and professional ("white collar") exemption to ensure that the FLSA's intended overtime protections are fully implemented, and it provides greater clarity for white collar workers and their employers, including for state and local governments. The rule also will lead to better work-life balance for many workers, and it can benefit employers by increasing productivity and reducing turnover.

The final rule updates the salary threshold under which most white collar workers are entitled to overtime to equal the 40th percentile of weekly earnings of full-time salaried workers in the lowest wage Census region, currently the South. The final rule raises the salary threshold from \$455 a week (\$23,660 for a full-year worker) to \$913 a week (\$47,476 for a full-year worker) effective December 1, 2016.

The FLSA and State and Local Governments

Neither the FLSA nor the Department's regulations provide a blanket exemption from overtime requirements for state and local governments, nor for public sector workers. However, the FLSA contains several provisions unique to state and local governments, including compensatory time ("comp time").

Comp time: Pursuant to an agreement with employees or their representatives, state or local government agencies may arrange for their employees to earn comp time instead of cash payment for overtime hours. Any comp time arrangement must be established pursuant to the applicable provisions of a collective bargaining agreement, memorandum of understanding, any other agreement between the public agency and representatives of overtime-protected employees, or an agreement or understanding arrived at between the employer and employee before the performance of the work. This agreement may be evidenced by a notice to the employee that compensatory time off will be given in lieu of overtime pay (for example, providing the employee a copy of the personnel regulations). The comp time must be provided at a rate of one-and-one-half hours for each overtime hour worked. For example, for most state government employees, if they work 44 hours in a single workweek (4 hours of overtime), they would be entitled to 6 hours (1.5 times 4 hours) of compensatory time off. When used, the comp time is paid at the regular rate of pay.

Most state and local government employees may accrue up to 240 hours of comp time. Law enforcement, fire protection, and emergency response personnel, as well as employees engaged in seasonal activities (such as employees processing state tax returns) may accrue up to 480 hours of comp time. An employee must be permitted to use comp time on the date requested unless doing so would "unduly disrupt" the operations of the agency.

Fire and police small-agency exemption: The FLSA also provides an exemption from overtime protection for fire protection or law enforcement employees, if they are employed by an agency that employs fewer than five fire protection or law enforcement employees, respectively.

“Work periods” rather than “workweeks” for fire protection or law enforcement employees: Employees engaged in fire protection or law enforcement may be paid overtime on a “work period” basis, rather than the usual 40-hour workweek of the FLSA. A “work period” may be from 7 consecutive days to 28 consecutive days in length. Overtime compensation is required when an employee’s hours worked in the work period exceed the maximum hours outlined in a formula in the Department’s regulations. For example, for a law enforcement employee who works a 14-day work period, the Department’s regulations provide that she must receive overtime compensation after working 86 hours in the work period. See FLSA [Fact Sheet #7](#) and [Fact Sheet #8](#) for more information.

Impact Is Limited by Other Rules and Exemptions: Many employees of state and city governments won’t be affected by the final rule:

- **Hourly workers:** The new threshold will have no impact on the pay of workers paid hourly. Generally, all hourly workers—including those employed by state and local government—are entitled to overtime pay or comp time regardless of how much they make if they work more than 40 hours. Nothing in the new rule changes that.
- **Workers with regular workweeks of 40 or fewer hours:** To the extent that many salaried white-collar staff in state and local government have office jobs where they work no more than 40 hours, the changes to the overtime rules will have no effect on their pay. Additionally, for law enforcement and fire protection employees who regularly work hours that conform to the longer work periods permitted for such employees, the changes will also not impact their pay.
- **Workers who fail the duties test:** Salaried workers who do not primarily perform executive, administrative, or professional duties are not eligible for the white collar overtime exemption and therefore are not affected by the final rule. Those employees already should be getting paid overtime for any hours they work over 40 in one week (or the applicable work period maximum for fire protection and law enforcement employees), as long as comp time is not available.
- **Highly compensated workers:** White collar workers who fail the standard duties test but are “highly compensated”—earn more than \$134,004 in a year—are almost all ineligible for overtime under

the highly compensated employee exemption, which has a minimal duties test. This exemption would cover some high-level managers in state and local government. (You can see more information on HCE duties in WHD [Fact Sheet #17H](#).)

- **Police and fire employees in small agencies:** Fire protection or law enforcement employees in public agencies with fewer than five fire protection or law enforcement employees respectively will continue to be exempt from overtime.
- **Elected officials, their policymaking appointees, and their personal staff and legal advisors who are not subject to civil service laws:** These state and local government employees are not covered by the FLSA and will not be impacted by the rule.
- **Legislative branch employees who are not subject to civil service laws:** These state and local government employees are not covered by the FLSA and will not be impacted by the rule.
- **Public employees who have a comp time arrangement:** By agreement, public sector employers can satisfy their overtime obligation by providing comp time rather than paying a cash overtime premium. State and local government employers may continue to use comp time to satisfy their overtime obligations to employees who have not accrued the maximum number of comp time hours:

State and Local Government Employers Have Discretion to Choose Between Several Options for Complying with the Final Rule

The Department does not dictate what option employers should use to comply with the revised regulations. In fact, many options are available to employers for complying with the new salary threshold. These options include:

- **Raise salaries:** For workers whose salaries are close to the new threshold and who pass the duties test, employers may choose to raise these workers’ salaries to meet the new threshold and maintain their exempt status.
- **Pay overtime above a salary:** State and local government employers also can continue to pay newly-eligible employees a salary and pay overtime, or provide comp time for overtime hours in excess of 40 per week. The law does **not** require that newly overtime-eligible workers be converted to hourly pay status. This approach works for employees who

usually do not work overtime, but have occasional “spikes” or periods that require overtime hours. State and local government employers can either plan and budget the extra pay during those periods or provide comp time.

- o For an employee who works a fixed schedule that rarely varies, the employer may simply keep a record of the schedule and indicate the number of hours the worker actually worked only when the worker varies from the schedule.
- o For an employee with a flexible schedule, an employer does not need to require an employee to sign in each time she starts and stops work. The employer must keep an accurate record of the number of daily hours worked by the employee.

So an employer could allow an employee to just provide the total number of hours she worked each day, including the number of overtime hours, by the end of each pay period.

- *Evaluate and realign employee workload:* Employers can limit the need for employees to work overtime by ensuring that workloads are distributed to reduce overtime, that staffing levels are appropriate for the workload, and that workers are managing their time well.
- *Utilize comp time:* State and local government employers—unlike private sector employers—can provide comp time rather than cash overtime payments in appropriate circumstances.

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Clay T. Johnson, City Administrator 

MEETING

DATE: November 15, 2016

RE: Dog Park Design Work Order

Background

The presentation by the citizen group desiring the construction of a dog park led to a lengthy discussion from with the Council about the logistics concerning such a feature's location and operation. Dog parks are quality of life features that many people find beneficial. With that said, it is difficult to run a dog park on a break-even cost basis from memberships etc. Therefore, it must be understood that the dog park is a public benefit which is not offset by collection of fees.

Where the conversation ended was centered around two questions – should the City be responsible for the cost of building and maintaining a dog park, and where should it be located.

Analysis/Discussion

To answer the latter question posed, Farnsworth Group has proposed a scope of work for the design of a dog park based in three locations: 1) 8th Street (former hospital site, 2) Melrose Park, and 3) 3rd Street (site of city street garage). Farnsworth's scope includes the visits to the sites, design, input from the City, and cut sheets for products to be included. The design could help the Council decide the final location for a dog park, should the City Council choose to move forward with its installation.

Fiscal Impact

Farnsworth has quoted a cost of \$5,500 for the design of all three areas. Reducing the number of locations or scope will reduce that cost. While it is not specifically budgeted, the funds could be paid from the Capital Project Fund. The Council can also choose to have the citizen group raise funds for design.

COW Recommendation

The first step in this discussion is determining the possible location of a future dog park. The design could indicate what site presents the best option of the three presented. The Council should then decide who will be responsible for costs of design and/or construction. If the Council wishes to move forward with the cost at its expense, place the work order on the agenda for November 21st.

Council Recommendation

Approve Work Order #9 for the design of a Lincoln Dog Park at a cost of \$5,500 to be paid from the Capital Project Fund.

WORK ORDER No. 9

This Work Order #9 describes certain services to be performed by Farnsworth Group, Inc. ("ENGINEER") in accordance with the terms and conditions of that certain Master Services Agreement dated January 21, 2015, between the City of Lincoln ("CITY"), an Illinois municipality having its offices at City Hall, 700 Broadway St., Lincoln, IL 62656 and ENGINEER, located at 7707 N. Knoxville Avenue, Suite 200, Peoria, IL 61614.

SERVICES:

Services Topic: Conceptual design services of three (3) potential locations for a City dog park. Specific scope and locations are shown on Attachment A.

Objective of Services: Provide conceptual design documents for a dog park at three (3) locations within the City of Lincoln.

Activities to be performed: Site visits, sketches, drawings, opinion of construction costs, and meetings.

Type and Description of Materials to be developed/provided: Conceptual Drawings

TIMELINE:

Commencement Date: 11/21/16

Days Necessary to Complete: 2.0 Months

Completion Date: 01/21/2017

COMPENSATION:

Payment schedule: Monthly invoices.

Total Fee: A time and material fee, not to exceed \$5,500.

INVOICING:

All invoices submitted under this Work Order should be sent to the following address and should reference City Dog Park - Conceptual Design Services:

City of Lincoln
Attn: Clay Johnson, City Administrator
700 Broadway St.
Lincoln, IL 62656

ENGINEER and CITY agree that the referenced Agreement and this Work Order are the complete and exclusive statement of the agreement between the parties, superseding all other proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. In the event of any conflicts between this Work Order and the Agreement, the terms of the Agreement shall prevail. This Work Order shall be effective on the date the second of the two parties hereto signs below.

ENGINEER

CITY

Signature

Signature

Gary W. Davis

Printed or Typed Name

Printed or Typed Name

Principal

Title

Title

Date

Date



ATTACHMENT A
Work Order No. 9

SCOPE OF SERVICES

- 1. Visit and Review each site. Document a visual inventory of existing site improvements.**
- 2. Prepare rough sketches for each site.**
- 3. Review sketches with the client for comment and input.**
- 4. Prepare final drawings in 3D for client use.**
- 5. Prepare cost estimates for each site.**
- 6. Provide product example cut sheets for proposed products.**
- 7. Present final package to the client.**



3rd Street Garage Site

Google earth



