



**Monday, October 1, 2018
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 the September 17, 2018 City Council Meeting

IV. Unfinished Business

V. New Business

1. City Manager's Budget Update
2. Proclamations and Recognitions
3. Resolution Regarding Temporary Closure of Certain Downtown Sidewalks - Decatur Celebration
4. Ordinance Appropriating Additional Monies for the Purpose of Defraying the Expenses for Certain Funds of the City of Decatur, Illinois for the Fiscal Year Ending December 31, 2018
5. Resolution Authorizing Local Agency Agreement for Federal Participation with the State of Illinois for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks, City Project 2009-33 Section 09-00933-01-BR
6. Resolution to Appropriate Motor Fuel Tax Funds to Pay the City's Portion of Engineering Design Services to Improve the Brush College / Faries Parkway Grade Separation by Municipality Under the Illinois Highway Code, City Project 2009-33
7. Resolution to Approve a Professional Engineering Services Agreement with AECOM Technical Services, Inc. for Brush College / Faries Parkway Grade Separation, City Project 2009-33
8. Resolution to Approve Preliminary Engineering Services Agreement for Federal Participation for Design Services to Improve the Brush College /

Faries Parkway Grade Separation by Municipality Under the Illinois Highway Code City Project 2009-33 Section No. 09-00933-01-BR

9. Resolution Accepting the Bid and Authorizing the Execution of an Agreement with Steve's Trucking, Inc., for Demolition of Library Annex 444 East Main Street
10. Resolution Authorizing Community Development Block Grant (CDBG) and Home Investment Partnership Fund (HOME) Allocations, Expenditures and Adoption of the FY 2018-19 Annual Action Plan
11. Ordinance to Repeal City Code, Chapter 73, Offenses, Definitions and Unlawful Solicitation
12. Ordinance Providing for the Addition of a Portion of Brush College Road to the Municipal Street System of the City of Decatur, Macon County, Illinois
13. Ordinance Providing for the Addition of East Faries Parkway in its Entirety to the Municipal Street System of the City of Decatur, Macon County, Illinois
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. Resolution Approving Reappointment - Civil Service Commission
 - C. Amended Ordinance Authorizing a Lift Station Easement and Access Agreement Between the City of Decatur and Clifford Mason
 - D. Ordinance Authorizing Utility Easement Agreement between the City of Decatur and Central Illinois Bank, as Trustee Under Trust No. 90-5069

VI. Other Business

VII. Adjournment

CITY COUNCIL MINUTES
Monday, September 17, 2018

On Monday, September 17, 2018, 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 Council members Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory and David Horn were present. Seven members present. Mayor Julie Moore Wolfe declared a quorum present.

Interim City Manager Billy Tyus attended the meeting as well.

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

Mayor Julie Moore Wolfe called for Appearance of Citizens.

Daniel Ray Pickrel commented that it was nice seeing residents picking up litter in the community.

John Dunn stated that he is in favor of the additional investigation and inquiry in the matter of an application of Arrow Ambulance Service.

Mayor Julie Moore Wolfe called for approval of the minutes.

The minutes of the September 4, 2018 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, Council members Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory, David Horn and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

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

Finance Director Gregg Zientara provided the Treasurer's Financial Report. Mr. Zientara responded to Council members' comments and questions.

Councilman Charles Kuhle exited the meeting at 5:45pm and re-entered the meeting at 5:47pm.

Mayor Julie Moore Wolfe stated that she was recusing herself from the ambulance item due to St. Mary's Hospital being her employer and Councilman Charles Kuhle stated that he was also recusing himself from the item due to his wife being a former employee of St. Mary's Hospital and a current employee of Decatur Memorial Hospital.

Mayor Julie Moore Wolfe turned the meeting over to Mayor Pro Tempore Dana Ray.

R2018-120 Resolution Authorizing Additional Investigation and Inquiry in the Matter of an Application of Arrow Ambulance, LLC, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

Councilwoman Lisa Gregory commented that Council has been refusing to meet with both sides involved and wanted the public to know that it is a different role than Council is usually faced with. It is in the nature of a judicial role. This will protect both the organization and individual Council members.

Upon call of the roll, Council members Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory and David Horn voted aye. Mayor Julie Moore Wolfe and Councilman Charles Kuhle abstained from the vote. Five ayes and two abstentions. Mayor Pro Tempore Dana Ray declared the motion carried.

Mayor Pro Tempore Dana Ray turned the meeting back over to Mayor Julie Moore Wolfe.

2018-44 Amended Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-Of-Way and in Central Park - Decatur Smokin' BBQ Festival, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

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

2018-45 Ordinance Rezoning Property From R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District 1048-1070 West Wood Street, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

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

2018-46 Ordinance Rezoning Property R-6 Multiple Family Dwelling District, O-1 Office District, B-2 Commercial District, PD Planned Development District, M-1 Intense Commercial-Light Industrial District, and M-2 Heavy Industrial District to PD Planned Development District Generally Located in the 200-599 Blocks of East Marietta Street, 700-999 Blocks of North Martin Luther King Jr. Drive, 544-599 Blocks of East Wabash Avenue, and 700-999 Blocks of North Water Street (Community Care Campus), was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Lisa Gregory.

Councilwoman Dana Ray stated that she was abstaining from the vote due to her being an employee of Crossing Healthcare.

Councilman Pat McDaniel asked staff to consider only allowing parking on one side of the street to help with the flow of traffic and to reduce the number of traffic accidents.

Councilman David Horn asked if there would be enough parking for Northeast Community Fund and Director of Economic and Community Development responded that there would be enough parking.

Mary Cave with Chastain and Associates shared with Council a photograph of the fence that will be installed around the campus that will create a campus like feel and provide security; the fence will be similar to the fence installed around Overlook Adventure Park.

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

2018-47 Ordinance Amending Zoning Ordinance Section II. Definitions, Section XII.B-2 Commercial District, Section XIV. B-4 Central Business District, Section XVI. M-1 Intense Commercial-Light Industrial District (Truck Stop Establishments), was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Councilman Bill Faber exited the meeting at 6:12pm.

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

Councilman Bill Faber re-entered the meeting at 6:15pm.

R2018-121 Resolution Accepting the Bid Price of Ray O'Herron Company, Inc. for the Parts and Installation to Upfit Six (6) 2019 Ford Police Interceptors, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Councilman Bill Faber commented that he will not be voting on any non-essential expenditures because of the delicate budget therefore he will be voting against the six Ford police interceptors.

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

R2018-122 Resolution Authorizing the City Manager to Execute Collective Bargaining Agreement Pay and Benefits for Decatur Police Benevolent and Protective Association Labor Committee, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Councilman Bill Faber commented that there is no doubt about the hard work of staff, but he believes it is a mistake for the council to accept the contract absent of the residency requirement and believes the chances of winning the arbitration on residency is very slim.

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

2018-48 Amended Ordinance Vacating Public Rights-of-Way in the 400-599 Blocks of East Central Avenue and the 900-999 Blocks of North Warren Street Rights-of-Way and to Vacate the Alley Rights-of-Way Located Between the 200-599 Blocks of East Wabash Avenue and East Central Avenue, Between the 400 Blocks of East Central Avenue and East King Street, Between the 200 Blocks of East Central Avenue and East King Street, Between the 800 Blocks of North Warren Street and North Water Street, Between the 900 Blocks of North Warren Street and North Water Street, and Between the 200-599 Blocks of East King Street and East Marietta Street, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Lisa Gregory.

Councilwoman Dana Ray stated that she was abstaining from the vote due to her being an employee of Crossing Healthcare.

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

Mayor Julie Moore Wolfe called for Consent Calendar Items A through E and asked if any Council member wished to have an item removed from the Consent Calendar. Council did not request to have any items removed. The Clerk read Items A through E:

Item A. 2018-49 Ordinance Annexing Territory-903 North Country Club Road

Item B. R2018-123 Resolution Authorizing a Water Service Agreement for 3708 West Ravina Park Road

Item C. R2018-124 Resolution Authorizing a Water Service Agreement for 4975 South Franklin Street Road

Item D. 2018-50 Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block South Oakland Avenue - Lock Stock & Barrel Millikin Homecoming Party - October 5, 2018

Item E. R2018-125 Change in Title of the ICMA-RC Plan Coordinator, Resolution Authorizing Signatory Authority International City Management Association-Retirement Corporation (ICMA-RC) – Appointment of Plan Coordinator

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

Mayor Julie Moore Wolfe called for Other Business.

Councilwoman Lisa Gregory reported that the working group between the City of Decatur, Decatur School District and Decatur Park District met the previous week to look for ways to have quick wins which include joint purchasing in the following areas: equipment, technology, facility improvements, parking lot improvements and demolitions. One of the objectives that they would like to see is the ability to increase equalized assessed valuation. The group developed a draft mission statement.

Councilman David Horn commented that there might have been a better approach that the city could have taken informing downtown merchants of sidewalk regulations and feels that the city should review Chapter 41 and changes to Chapter 41 should not restrict speech based on content. Councilman David Horn would like to see the city move forward on demolitions as proposed in the status update a couple of months ago.

Councilman Bill Faber inquired about the timing of the staff report and wanted to know if there would be discussions regarding the budget at the next Council meeting.

Interim City Manager Billy Tyus responded that he will let Council know the status of the staffing report and whether the budget will be discussed at the next Council meeting in the coming days.

Councilman Charles Kuhle wanted to know if there was a timeframe for coming to a resolution with the downtown merchants regarding the signs and feels that the signs are part of downtown; he would like a quick resolution.

Interim City Manager Billy Tyus responded that he will inform Council and downtown merchants in advance of what is being proposed and when the item will be brought in front of Council.

Mayor Julie Moore Wolfe called for Recess to Closed Executive Session under Section 2. Open Meetings Act (c)(1), the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body. Councilman Pat McDaniel motioned to Recess to Closed Executive Session; seconded by Councilwoman Lisa Gregory.

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

Councilman Pat McDaniel moved the regular Council meeting be adjourned; seconded by Councilwoman Lisa Gregory. All were in favor by voicing no objections.

Mayor Julie Moore Wolfe declared the regular Council meeting adjourned at 7:00pm.

Approved _____
Kim Althoff
City Clerk

City Clerk

DATE: 9/24/2018

MEMO: 2018-37

TO: Mayor Julie Moore Wolfe and Decatur City Council Members

FROM: Billy Tyus, Interim City Manager
Kim Althoff, City Clerk

SUBJECT:
Decatur Celebration Request for Sidewalk Closure

SUMMARY RECOMMENDATION: For the last two years, the Decatur Celebration was fenced and admission was charged as a way to provide the financial support necessary to fund the event going forward. This resolution, if approved, would facilitate the organization's ability to do so for a third year. A map showing the proposed locations of closures is attached.

ATTACHMENTS:

Description	Type
Resolution Regarding Temporary Closure of Certain Downtown Sidewalks	Resolution Letter

RESOLUTION NO. R2018-_____

**RESOLUTION REGARDING TEMPORARY
CLOSURE OF CERTAIN DOWNTOWN SIDEWALKS
-DECATUR CELEBRATION-**

WHEREAS, the City Council recognizes the many benefits, economic and other, that the annual Decatur Celebration brings to the City of Decatur and surrounding area; and,

WHEREAS, there is substantial public interest in supporting, financially and otherwise, the Decatur Celebration; and,

WHEREAS, there is substantial public benefit in supporting, financially and otherwise, the Decatur Celebration; and,

WHEREAS, the City Council recognizes that the temporary closure of certain downtown sidewalks for the Decatur Celebration will substantially benefit the Decatur Celebration and serve the public interest; and,

WHEREAS, the City of Decatur's downtown public sidewalks serve legitimate public interests including pedestrian travel and access to public and private property, including for business, employment, and recreational purposes; and,

WHEREAS, temporarily closing certain downtown sidewalks to all but paid attendees of the Celebration, downtown residents, and persons legitimately engaged in employment and/or business activities downtown will substantially benefit the Decatur Celebration; and,

WHEREAS, temporarily closing certain downtown sidewalks to all but paid attendees of the Celebration, downtown residents, and persons legitimately engaged in employment and/or business activities downtown will not unreasonably infringe upon other's rights to enjoy the said sidewalks, access public or private property, or engage in protected speech; and,

WHEREAS, temporarily closing certain downtown sidewalks to all but paid attendees of the Celebration, downtown residents, and persons legitimately engaged in employment and/or business activities downtown is a legitimate exercise of municipal authority:

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

Section 1. Those portions of the City of Decatur downtown sidewalks located within the "footprint" of the Decatur Celebration, as identified on the attached Exhibit "A", shall be temporarily closed, from 3:00 P.M. on Friday, August 2, 2019, through 9:30 P.M. on Sunday, August 4, 2019, to all but the following persons:

1. Paid attendees of the Decatur Celebration, and

2. Persons legitimately engaged in employment activities upon businesses located and operating within the said "footprint", but only while engaged in business activities, and
3. Persons legitimately engaged in patronizing businesses located within, operating, and open for business within the said "footprint," but only for the limited purpose of patronizing said businesses, and only so long as necessary to patronize said businesses, and
4. Downtown residents, and
5. Persons authorized in writing by the Executive Director of the Decatur Celebration, and
6. Authorized employees of the City of Decatur,
7. On-duty public safety officers, including police and fire personnel,
8. On-duty emergency services providers, including EMT, Ambulance, and any other medical care providers responding to an actual medical emergency within the "footprint"

Section 2. That the temporary closure shall be in compliance with the terms and conditions set forth in Exhibit "B."

Section 3. The Hold Harmless and Indemnity Agreement, attached as Exhibit "C", shall be entered into as a condition of the closure of the sidewalks.

PRESENTED AND ADOPTED this 1st day of October, 2018.

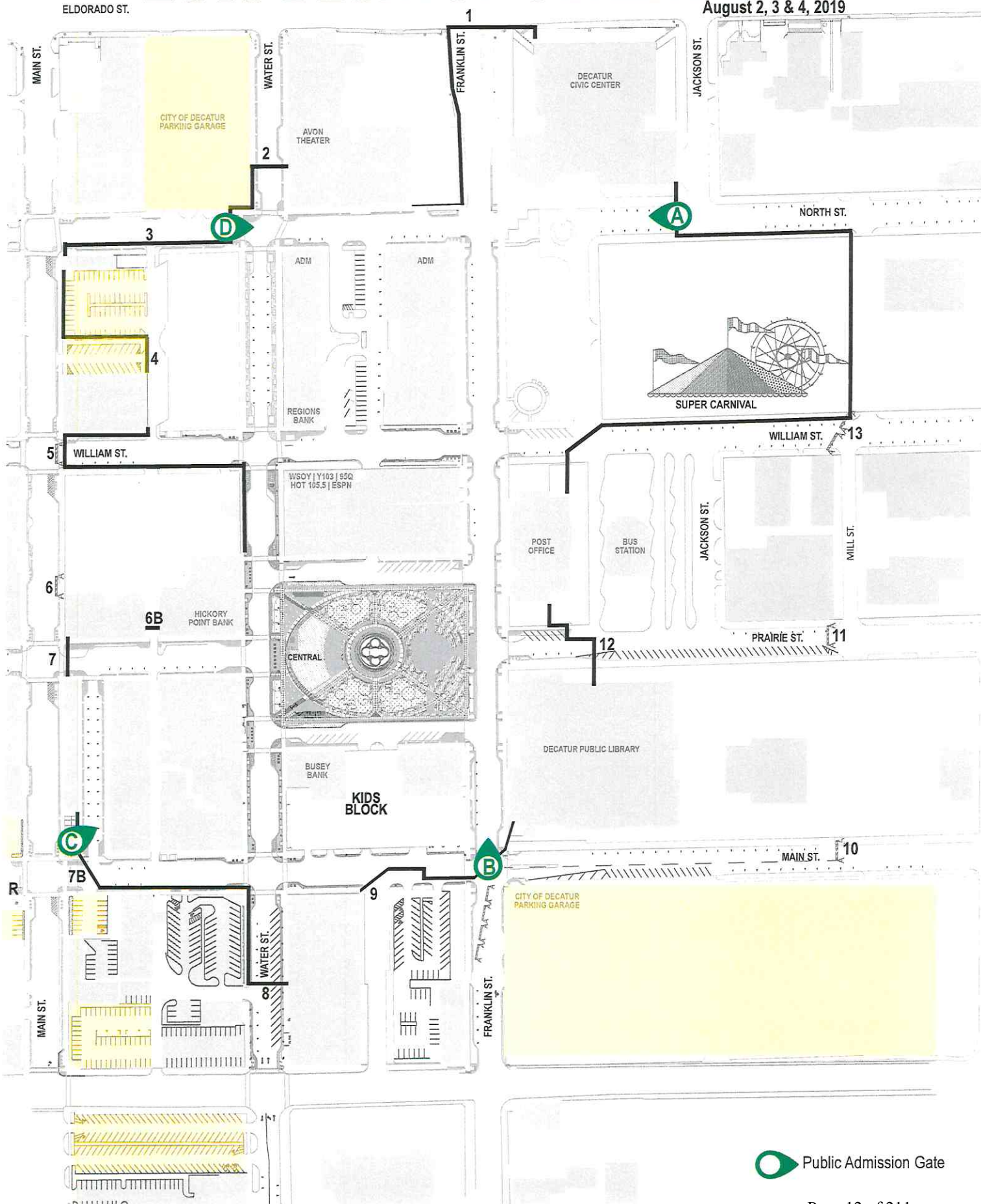
Julie Moore Wolfe, Mayor

ATTEST:

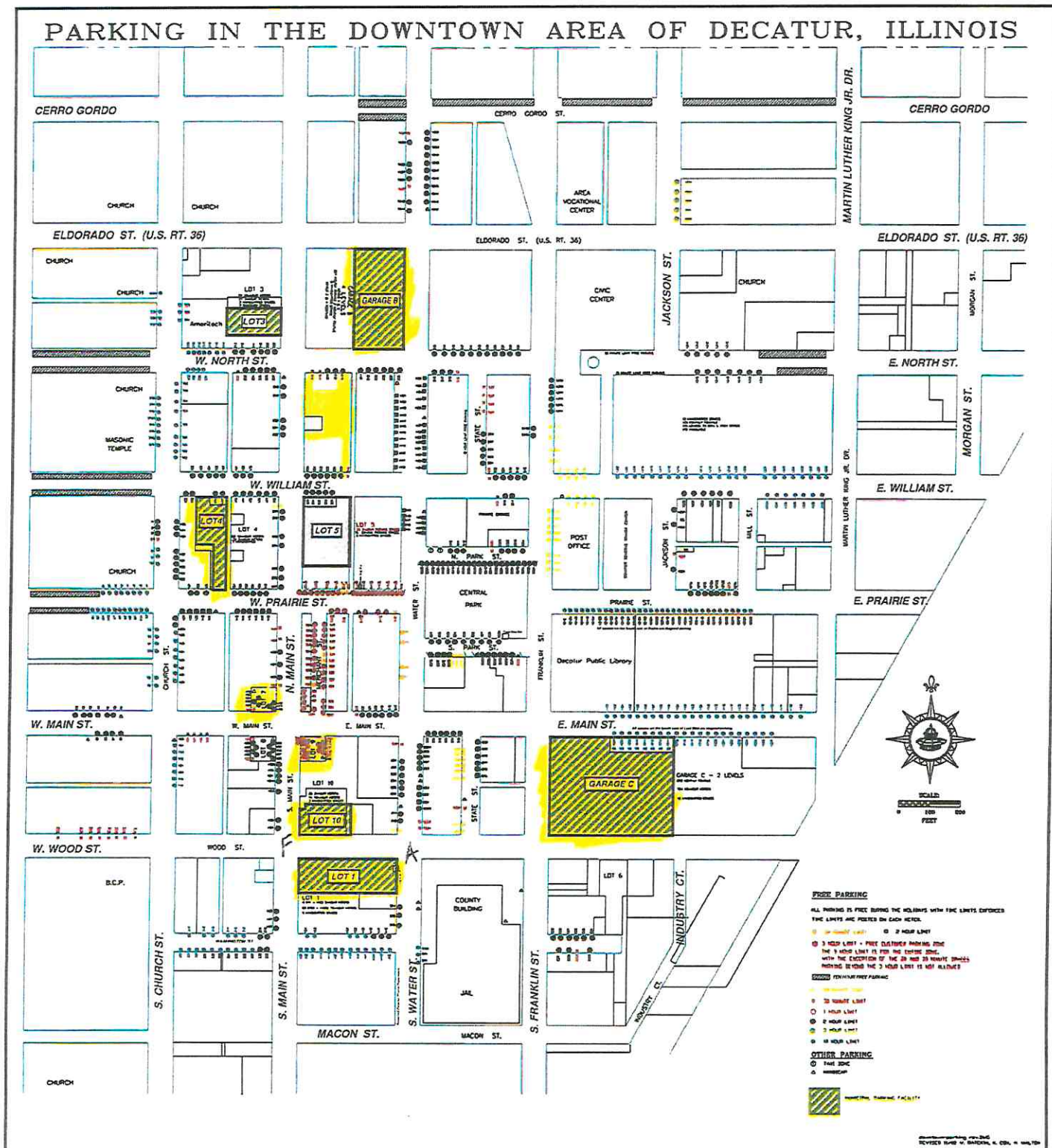
City Clerk

2019 DECATUR CELEBRATION

August 2, 3 & 4, 2019



PARKING IN THE DOWNTOWN AREA OF DECATUR, ILLINOIS



DECATUR CELEBRATION

September 26, 2018

Billy Tyus, Interim City Manager
City Of Decatur
One Gary K. Anderson Plaza
Decatur, IL 62523

Dear Mr. Tyus:

Decatur Celebration, Inc. would like to work ahead for 2019, and formally request the use of the following City Parking Lots and Streets in the downtown area for August 2, 3 and 4.

Festival Perimeter & Fence

Again for 2019, we ask permission to fence the perimeter of the festival in order to enforce our "Band Together" wristband program which requires all adults 13 and up to purchase a wristband for entry into the festival grounds. The fence will be erected on Thursday, August 1st and Friday, August 2nd with all roadways remaining clear until 4am on Friday when barricades have typically been put in place to allow for daytime set up. See included map for fence and barricade locations.

We have adopted the following policies in order to accommodate businesses and residents within the fence perimeter. Downtown businesses will be given access wristbands as needed for employees working during the festival. Downtown residents will be given access wristbands for the number of people living in the household, as well as parking passes for the number of vehicles in the household.

Lots Requested for Public Paid Parking

- Garage B
- Garage C
- Surface Lot A
- Surface Lot F

The spaces would be used exclusively by Decatur Celebration for paid parking at a rate of \$5 or \$6 per vehicle. We have also developed a plan to accommodate Downtown Merchant Patron Parking (enclosed).

Lots Requested for Festival Non-Paid Parking

- Surface Lot 4 (adjacent to the Decatur Club)
- Surface Lot 9 (Main and Main- Southeast Corner)
- Surface Lot 7 (Main and Main- Northwest Corner)
- Surface Lot near Main and North St. (North of Striglos Building)

Thank you for your attention to this matter. Please call me if you have any questions.

Sincerely,



Lori Sturgill
Producer/Director
217-423-4222 x101



The Most Exciting Family Street Festival in the Midwest!

Plan for Accommodating Downtown Merchant Patron Parking

In order to help assist the retail and restaurant businesses in downtown Decatur over Celebration weekend, we plan to continue the following ticket validation system. The system is offered to patrons of merchants within the following perimeters.

- North Boundary South of but not including Eldorado Street
- South Boundary North of and including Main Street
- East Boundary East of but not including Main Street (US Route 51)
- West Boundary Franklin Street

Participating Parking Areas

- Garage on Franklin & Wood
- Garage on North & Water

Ticket Validation Procedures

- Patron will enter any of the participation parking areas and pay a fee for parking
- Patron will request a validation ticket from the parking attendant
- Patron will take the validation ticket with them to the downtown merchant and exchange it for re-imbursement of their parking fee
- After the festival, the merchant will turn in all tickets to the Decatur Celebration for re-imbursement

Ticket Details

There will be no limit to the number of tickets distributed upon request. Tickets will show the perimeter for merchant participation and review the procedures.

Communication Plan

Decatur Celebration will communicate the plan to the downtown merchants within the specified boundaries and recommend to merchants that the customer be required to make a purchase in order to be validated. Downtown merchants will communicate to their customers.

Reimbursement Procedure

After festival weekend, each merchant will submit the tickets for re-imbursement with proof of purchase attached to each ticket (i.e. a ticket stub or receipt copy)

Merchants will settle with Celebration within 15 business days from the festival for their reimbursement of the fees returned to the parking patron. Reimbursement cannot be handled on Sunday night at the festival due to congestion in the bank.

HOLD HARMLESS AND INDEMNITY AGREEMENT

In consideration of the City of Decatur's participation in, and assistance in the 2019 Decatur Celebration, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Decatur Celebration, Inc. hereafter referred to as the Celebration, for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damages, and expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of civil rights violations, property damage, injury to, or death of any persons, which may arise in connection with the use of City of Decatur property, in connection with the 2019 Decatur Celebration on August 2, 3, and 4, 2019, by the Decatur Celebration, its officers, agents, employees, and participants, except as may result from the sole negligent acts or omissions, or willful misconduct of the City of Decatur, Illinois, its officers, agents, or employees.

The Decatur Celebration agrees to provide the City of Decatur evidence of third party liability insurance coverage for the event in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregated, for violation of civil rights, property damage, and personal and bodily injury, including death.

In addition, evidence of liquor liability insurance coverage for the event in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate shall also be provided. The City of Decatur, Illinois shall be named as an additional insured on both policies for the duration of the event. The Decatur Celebration's insurance will be primary.

FOR THE CITY OF DECATUR, ILLINOIS

FOR THE DECATUR CELEBRATION

Signature of Authorized Representative

Signature of Authorized Representative

(date)

(date)

Financial Management

DATE: 9/10/2018

MEMO: Letter to the Decatur City Council Financial Management Department 2018 - 13

TO: Honorable Mayor Moore Wolfe
City Council Members

FROM: Billy Tyus, Interim City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT: Ordinance Appropriating Additional Monies for the Purpose of Defraying the Expenses for Certain Funds of the City of Decatur, Illinois for the Fiscal Year Ending December 31, 2018

ATTACHMENTS:

Description	Type
Council Letter	Cover Memo
Ordinance	Cover Memo

LETTER to the DECATUR CITY COUNCIL
Financial Management Department
#2018 - 13

DATE: September 24, 2018

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT: Ordinance Appropriating Additional Monies for the Purpose of Defraying the Expenses for Certain Funds of the City of Decatur, Illinois for the Fiscal Year Ending December 31, 2018

SUMMARY RECOMMENDATION:

City Administration recommends City Council approval of the attached Ordinance.

BACKGROUND:

City Council passed the Annual Appropriation Ordinance 2018-07 on March 5, 2018 for the purpose of defraying the expenses of certain departments and funds of the City of Decatur for the fiscal year beginning January 1, 2018 and ending December 31, 2018.

It is now necessary to appropriate additional funds for operational expenditures necessary for the City to effect provision of services to its citizens which were not anticipated at the time the City Council adopted Ordinance 2018-07.

- Building Fund #34. Appropriate \$142,474 to defray the cost for demolition of the Library Annex building, including \$123,500 for building demolition, \$6,974 for parking lot electrical work, and \$12,000 for parking lot design services and construction fencing.
- Foreign Fire Tax Fund #37. Appropriate \$100,000 to defray the cost for fire station living quarter equipment and firefighter personal protective gear.
- Capital Project Fund #45. Appropriate \$1,981,816 to defray the cost of the Public Works project #18-07, streetlamp project (with Johnson Controls, Inc.).
- Library Capital Fund #58. Remove \$355,000 of appropriation for 2017 project carryover monies that are no longer required in 2018.
- Fleet Maintenance Fund #60. Appropriate \$75,000 to defray the cost of vehicle fuel expense exceeding the original budget.
- Fiber Optics Fund #77. Appropriate \$556,634 to defray the cost of fiber installation for the RCC ICN connection (\$413,516) and the CIRDC connection (\$134,118).

- Neighborhood Improvements #83. Appropriate \$10,000 to defray the cost of community clean-up expense exceeding the original budget.
- Police Pension Fund #91. Appropriate \$80,000 to defray the cost of pension fund expense exceeding the original budget.

The additional appropriations requested are within the cash position balance of each fund and present no adverse impact on overall City operations and fund balance positions.

POTENTIAL OBJECTION:

There are no known objections to this resolution request.

INPUT FROM OTHER SOURCES:

No input from other sources.

STAFF REFERENCES:

Billy Tyus, Interim City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

BUDGET/TIME IMPLICATIONS:

Approval of this ordinance will allow the City to secure appropriation spending authority for the full fiscal year expenditures for the funds identified in this ordinance.

ORDINANCE NO. 2018-

**AN ORDINANCE APPROPRIATING ADDITIONAL MONIES FOR THE
PURPOSE OF DEFRAYING THE EXPENSES FOR CERTAIN FUNDS OF
THE CITY OF DECATUR, ILLINOIS FOR THE FISCAL YEAR ENDING
DECEMBER 31, 2018**

WHEREAS, on March 5, 2018, City Council passed the Annual Appropriation Ordinance 2018-07 for the purpose of defraying the expenses of several departments and funds of the City of Decatur for the fiscal year beginning January 1, 2018 and ending December 31, 2018.

WHEREAS, it is now necessary to appropriate additional funds for operational expenditures necessary for the City to effect provision of services to its citizens which were not anticipated at the time the City Council adopted Ordinance 2018-07.

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

SECTION 1. The following amounts are hereby appropriated in fiscal year ending December 31, 2018 and set apart within the following designated funds for expenditures as follows:

Fund	\$ Amount
Building Fund (#34)	142,474
Foreign Fire Tax Fund (#37)	100,000
Capital Project Fund (#45)	1,981,816
Library Capital Fund (#58)	(355,000)
Fleet Maintenance Fund (#60)	75,000
Fiber Optics Fund (#77)	556,634
Neighborhood Improvements Fund (#83)	10,000
Police Pension Fund (#91)	80,000
Total	2,590,924

SECTION 2. This Ordinance shall be in full-force and effect after its passage by the Council and approval by the Mayor.

PRESENTED and ADOPTED this 1st day of October 2018.

Julie Moore-Wolfe, Mayor

ATTEST:

City Clerk

Public Works

DATE: 9/21/2018

MEMO: 2018-50

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT:

Resolution Authorizing Local Agency Agreement for Federal Participation with the State of Illinois for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks,
City Project 2009-33
Section 09-00933-01-BR

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum No. 2018-50 and related attachments

COPY: AECOM Technical Services, Inc.

ATTACHMENTS:

Description	Type
Council Memo 2018-50	Cover Memo
2018-50 Resolution-1 with BLR 05310	Resolution Letter
Exhibit-Design & Property Drawing	Exhibit

**PUBLIC WORKS MEMORANDUM
NO. 2018-50**

DATE: September 21, 2018

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT: Resolution Authorizing Local Agency Agreement for Federal Participation with the State of Illinois for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks, City Project 2009-33
Section 09-00933-01-BR

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolutions authorizing the Mayor to sign and the City Clerk to attest to the following items:

1. Resolution authorizing a Local Public Agency Agreement for Federal Participation for design services for the Brush College Road / Faries Parkway railroad grade separation. The Agreement authorizes up to \$2,400,000 in Federal funds which represents 80% of \$3,000,000. Only a portion of the requested engineering services funding is authorized by the Agreement pending additional funds being awarded by the Illinois Commerce Commission. This is described in greater detail in the body of the memo.
2. Resolution appropriating \$600,000 in State Motor Fuel Tax (MFT) funds to pay the City's portion for the agreement with AECOM to perform design services for the Brush College / Faries Parkway Grade Separation.
3. Resolution authorizing a professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., (AECOM) to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
4. Resolution authorizing a Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).

PRIOR COUNCIL ACTION:

See Appendix A for prior Council action on this item.

BACKGROUND:

On June 5, 2018, the City received the announcement of the award of a \$25 million grant through the Illinois Competitive Freight Program for the Brush College / Faries Parkway Grade Separation Project. The authorizations included with this memo will kick off this important project for the City.



Figure 1. A Rendering of the Proposed Brush College Road / Faries Parkway Grade Separation.

Following the Federal guidelines required by the Freight Program funding, on June 27, 2018, the Public Works Department issued a request for proposals and qualifications (RFPQ) from engineering firms to provide design services for the grade separation project. Fifteen firms requested copies of the RFPQ and 6 firms provided proposals. A selection committee interviewed 3 of the 6 firms and selected AECOM Technical Services as the firm best able to provide the engineering services required for the project. City staff and AECOM negotiated a scope of services for the project and the agreement amount. The scope and amount were reviewed by the Illinois Department of Transportation.

Engineering Services Agreement

The design services are to prepare design drawings meeting the IDOT and FHWA requirements necessary to construct an overpass structure taking Brush College Road over Faries Parkway and the Norfolk Southern tracks. The preliminary layout is attached hereto. The following design services are included in the project agreement:

1. Perform topographic surveys of the project area.
2. Update portions of the Preliminary Design completed for the project and approved by the Illinois Department of Transportation in 2015. The Combined Design Report can be viewed on the City's website under the Public Works Department at:
<https://www.decatril.gov/departments/public-works/brush-college-road-project/>
3. Complete the necessary environmental reports for the project site and the buildings that will be demolished to make way for the project. The project will also require extensive geotechnical review of the site to determine structure footing requirements.

4. Complete the designs for the bridge and roadways that will need to be constructed and provide construction plans for bidding.
5. Prepare the project specifications with the bidding information required by IDOT.
6. Coordinate the preparation of construction plans and specifications with area businesses and stakeholders.
7. Prepare right of way drawings for the City's right of way negotiator, Crawford, Murphy & Tilly, to secure the necessary right of way for the project.

The Illinois Department of Transportation and the Federal Highway Administration require that the City approve its own Engineering Services Agreement (Item 3) and a Preliminary Engineering Services Agreement for Federal Participation (Item 4).

Funding

The proposed engineering services fee is \$3,349,667. The preliminary project estimate is given in the table below. In 2017, the City applied for and received notice of \$12 million in Railroad Grade Crossing Protection funds for this project through the Illinois Commerce Commission (ICC). When the City received notice of the Freight Program funds, a petition was prepared and filed with the ICC to gain access to the Grade Crossing Protection funding that was allocated for this project. That petition is now pending before the ICC with anticipated action within the next 6 months. Due to the pending ICC funds, the Freight Program did not fully fund the engineering services. The Public Agency Agreement for Federal Funding will be modified and brought before Council for amendment to the full amount when the ICC funding is approved.

Note that the estimates provided in Table 1 below, were prepared early in the project development and will change as the design progresses, property is purchased, and the project moves forward.

Table 1. Preliminary Project Estimates					
Project Phase	Total Estimated Cost	Proposed Freight Funds	Illinois Jobs Now! Funds	Proposed ICC Funds	Proposed City Funds (State MFT)
Right of Way Acquisition	\$6,400,000	\$3,800,000	\$2,000,000		\$600,000
Engineering	\$4,100,000	\$2,400,000		\$1,000,000	\$700,000
Utility Relocation	\$3,600,000	\$2,000,000		\$1,000,000	\$600,000
Construction	\$27,800,000	\$16,800,000		\$10,000,000	\$1,000,000
Totals	\$41,900,000	\$25,000,000	\$2,000,000	\$12,000,000	\$2,900,000

POTENTIAL OBJECTION: There are no known objections.

INPUT FROM OTHER SOURCES: AECOM Technical Services, Inc., Illinois Department of Transportation.

LEGAL REVIEW: The agreement was approved by the Corporation Counsel on September 17, 2018.

STAFF REFERENCE: Matt Newell, Public Works Director. Matt will attend the City Council meeting to answer any questions of the Council on this item.

SCHEDULE: DESIGN AND CONSTRUCTION:

Design work will begin upon approval of the agreement by the Illinois Department of Transportation, which is typically expected within 6-8 weeks of Council approval. The design is to be completed for a November 2020 IDOT project letting. Construction is planned to begin spring of 2021.

BUDGET IMPLICATIONS:

Budget Impact: The proposed engineering services agreement with AECOM is for \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR). Funding for this project is allocated in the Illinois Competitive Freight Program grant awarded to the City (\$2,400,000), the City's allotment of State Motor Fuel Tax funds (\$600,000) and pending Grade Crossing Protection funding from the Illinois Commerce Commission (anticipated to be \$349,667). The City typically pays all engineering costs and then is reimbursed by IDOT and the ICC.

Staffing Impact: Staff time is allocated to manage this project.

Attach: 4

cc: AECOM Technical Services, Inc.

Appendix A

1. **July 6, 2010** – City Council approved Resolution R2010-141, authorizing a Local Agency Agreement with the Illinois Department of Transportation to provide \$811,000 to fund the design agreement between the City and URS Corporation.
2. **July 6, 2010** – City Council approved Resolution R2010-140, authorizing an engineering design services agreement with URS Corporation (now AECOM) to perform preliminary design work to improve the Brush College Road crossing of the Norfolk Southern rail yard south of Faries Parkway. The design services agreement was for \$811,000 and was paid for by an “Illinois Jobs Now!” grant from the State of Illinois.
3. **November 21, 2011** – City Council approved Resolution R2011-177, authorizing an agreement with the Norfolk Southern Corporation in the amount of \$26,845 to review and comment on the preliminary design for the proposed rail yard crossing.
4. **November 9, 2011** – City Council approved Resolution R2011-175, authorizing a change order to the agreement with URS Corporation to provide an additional \$587,714 to expand the project to include a structure crossing Faries Parkway. The total design agreement increased to \$1,398,714.35.
5. **July 16, 2013** – City Council approved Resolution R2013-71, authorizing a change order to the agreement with URS Corporation to provide an additional \$39,998. The total design agreement increased to \$1,438,712.35.
6. **May 18, 2015** – City Council approved Resolution R2015-55, authorizing a Local Agency Agreement for State Participation to fund \$2,006,014 of the project costs through an Illinois Jobs Now! Grant.
7. **May 18, 2015** – City Council approved Resolution R2015-54, authorizing a Professional Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc. (AECOM) of Decatur, IL, for the not-to-exceed amount of \$2,156,599 to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
8. **April 17, 2017** – City Council approved Resolution R2017-47 terminating an Engineering Services Agreement with AECOM Technical Services, Inc. (AECOM) of Decatur, IL, to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
9. **August 7, 2017** – City Council approved Resolution R2017-97 authorizing a Local Agency Agreement for State Participation with the State of Illinois for the use of Illinois Jobs Now! Funds for land acquisition for the Brush College Road Improvement Project utilizing the remainder of the City’s Illinois Jobs Now! grant which is \$2,006,014. The agreement amount included the payment of 100% of the land acquisition services agreement with CMT for \$168,375 and the remainder to be allocated toward property purchases.
10. **August 7, 2017** – City Council approved Resolution R2017-96 authorizing a professional services agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform land acquisition services for the Brush College Road Improvement Project for a fee not to exceed \$168,375.

CITY OF DECATUR
Section No.: 09-00933-01-BR
Project No.: 6WGY(165)
Job No.: D-97-009-19
Addenda #2

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING LOCAL AGENCY AGREEMENT FOR
FEDERAL PARTICIPATION WITH THE STATE OF ILLINOIS FOR THE
IMPROVEMENT OF BRUSH COLLEGE ROAD OVER FARIES PARKWAY AND THE
NORFOLK SOUTHERN RAILROAD TRACKS
CITY PROJECT 2009-33**

WHEREAS, the City of Decatur endeavors to improve a segment of Brush College Road by construction of a grade separation at Faries Parkway, that is approximately 0.01 miles in length and known to the Illinois Department of Transportation as MFT Section Number 09-00933-01-BR and State Job Number D-97-009-19.

WHEREAS, the cost of said improvement has necessitated the use of federal funds, and;

WHEREAS, the federal fund source requires a match of local funds, and;

WHEREAS, the use of federal funds requires a joint funding AGREEMENT with the Department of Transportation.

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

Section 1. That the City Council of the City of Decatur, Illinois authorizes an amount not to exceed Six Hundred Thousand Dollars (\$600,000.00,) in State Motor Fuel Tax funds to match federal funds in the completion of the aforementioned project known as MFT Section Number 09-00933-01-BR.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to advancement and completion of said project, hereto attached as Exhibit A.

PRESENTED and ADOPTED this 1st day of October, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency City of Decatur	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 09-00933-01-BR	Fund Type NHFP	ITEP, SRTS, or HSIP Number(s)		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-97-009-19	6WGY(165)		

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name Brush College Road Route FAU 7448 Length 0.01 mi.
Termini Over Faries Parkway and Norfolk Southern Railroad

Current Jurisdiction City of Decatur TIP Number DEC19-09 Existing Structure No n/a

Project Description

Design engineering.

Division of Cost

Type of Work	NHFP	%	%	LPA	%	Total
Participating Construction		()	()		()	
Non-Participating Construction		()	()		()	
Preliminary Engineering	2,400,000	(*)	()	600,000	(BAL)	3,000,000
Construction Engineering		()	()		()	
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 2,400,000			\$ 600,000		\$ 3,000,000

* 80% NHFP funding NTE \$2,400,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) _____
METHOD B---_____ Monthly Payments of _____ due by the _____ of each successive month.
METHOD C---LPA's Share _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LPA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LPA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map.

(Insert Addendum numbers and titles as applicable)

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Julie Moore-Wolfe

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
376001308 conducting business as a Governmental
Entity.

DUNS Number 075613000

Attest:

Kim L. Althoff

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary of Transportation

Date

By:

Erin Aleman, Director of Planning & Programming

Date

Erin Aleman, Director of Planning & Programming

Date

Philip C. Kaufmann, Chief Counsel

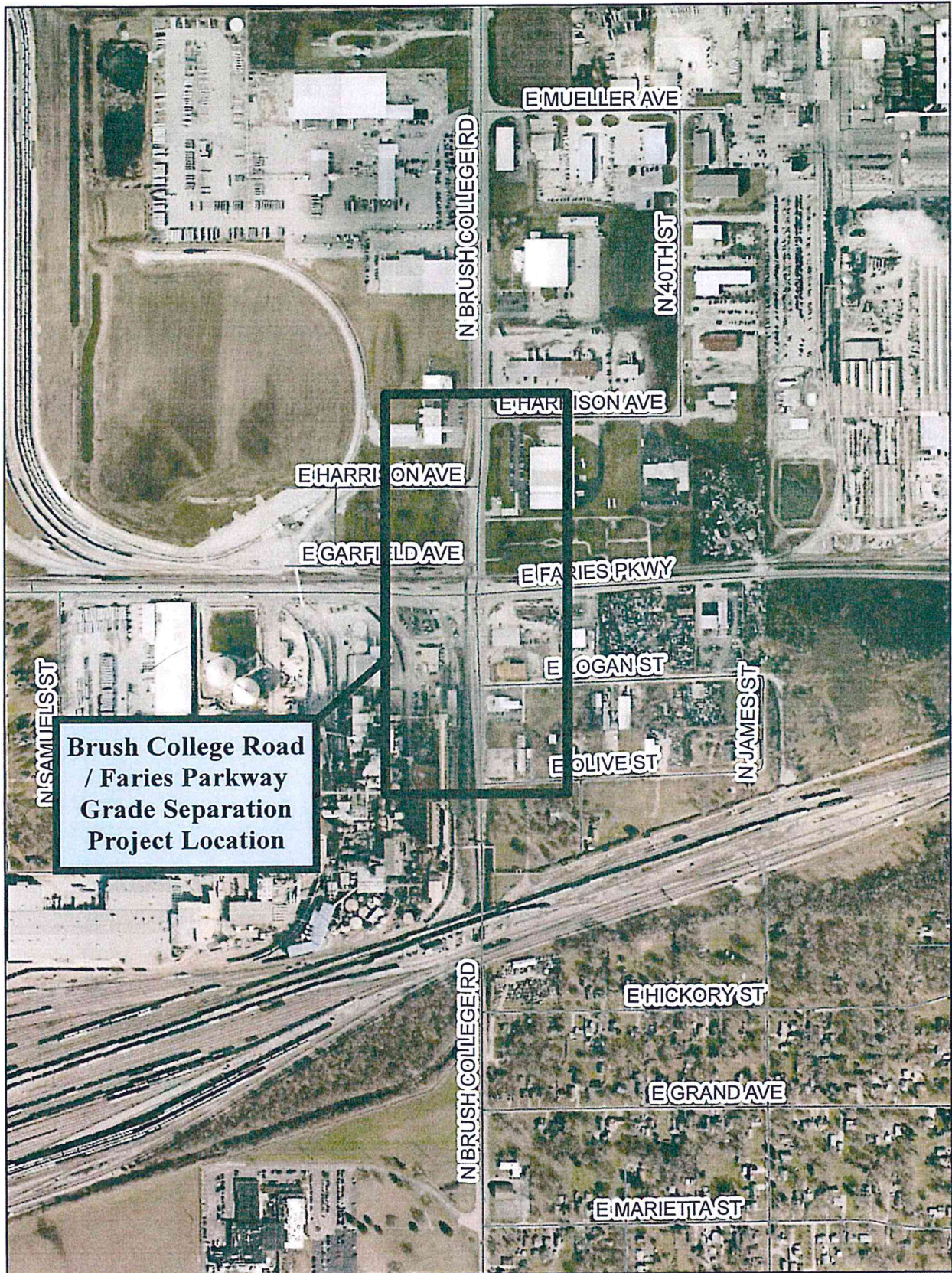
Date

Jeff Heck, Chief Fiscal Officer (CFO)

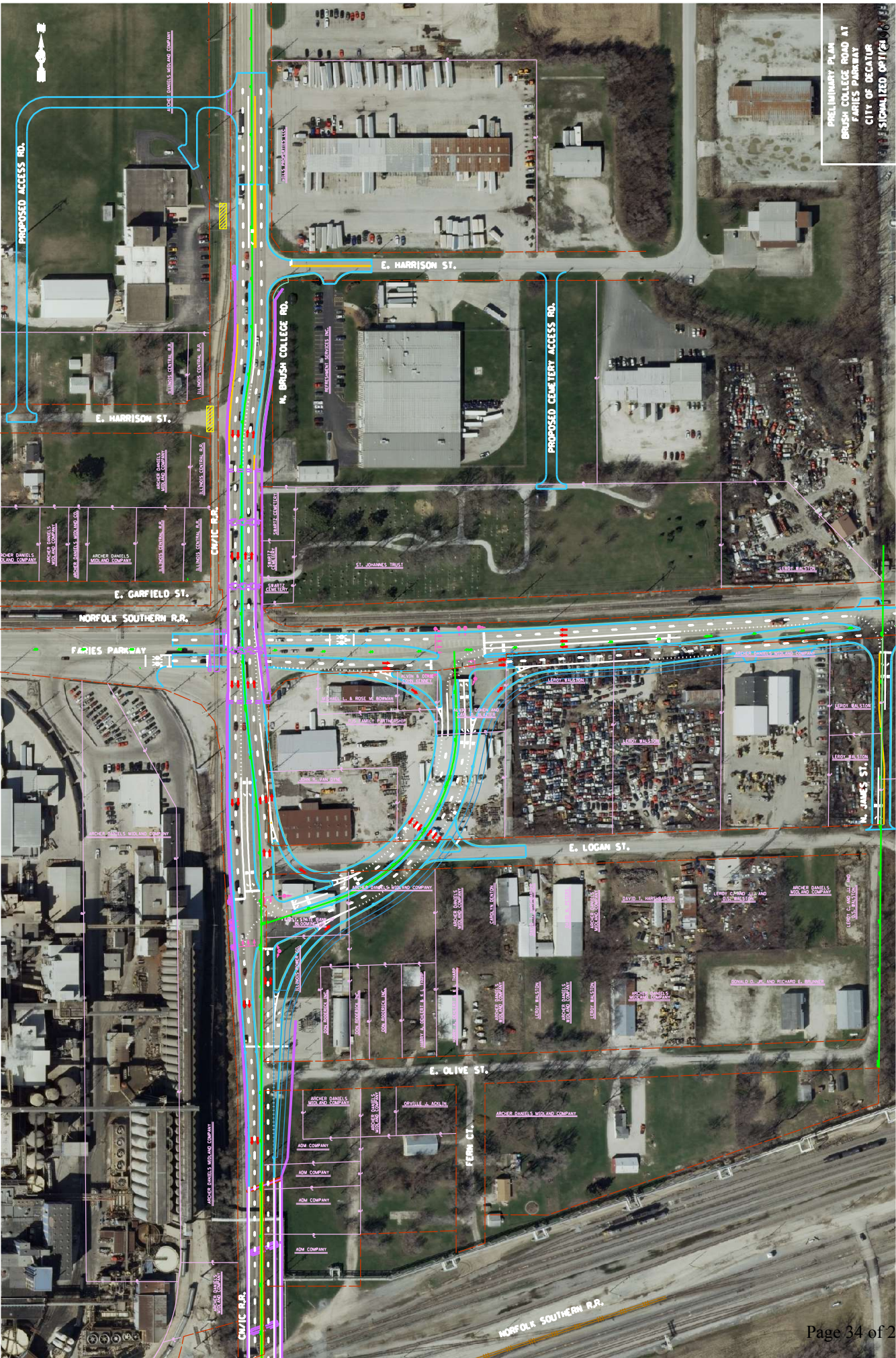
Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

EXHIBIT A



BRUSH COLLEGE ROAD IMPROVEMENT PROJECT



PRELIMINARY PLAN
BRUSH COLLEGE ROAD AT
FARLEY PARKWAY
CITY OF DECATUR
SIGNALIZED OPT/GR

RESOLUTION NO. _____

**RESOLUTION TO APPROPRIATE MOTOR FUEL TAX FUNDS TO PAY
THE CITY'S PORTION OF ENGINEERING DESIGN SERVICES TO IMPROVE
THE BRUSH COLLEGE / FARIES PARKWAY GRADE SEPARATION
BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE
CITY PROJECT 2009-33**

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

Section 1. That there is hereby appropriated the sum of \$600,000 of State Motor Fuel Tax funds for the purpose of paying the City's share of Motor Fuel Tax eligible engineering costs for the Brush College / Faries Parkway grade separation under the applicable provisions of the Illinois Highway Code.

Section 2. That only those sidewalks, streets, highways, bridges; and operations as listed and described as part of the Brush College / Faries Parkway Grade Separation project, are eligible for State Motor Fuel Tax funds and shall be designated as Section 09-00933-01-BR.

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

Section 4. That the Clerk shall immediately execute four original BLR 09110 forms, attached hereto as Exhibit 1 and made a part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 1st day of October, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK



Resolution Number	Resolution Type	Section Number
	Original	09-00933-01-BR

BE IT RESOLVED, by the Council of the City
Governing Body Type Local Public Agency Type
 of Decatur Illinois that the following described street(s)/road(s)/structure be improved under
Name of Local Public Agency
 the Illinois Highway Code. Work shall be done by Contract
Contract or Day Labor

For Roadway/Street improvements:

	Name of Street(s)/Road(s)	Length (miles)	Route	From	To
+					

For Structures:

	Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
+	Brush College Road		FAU7448	Brush College Road	Faries Parkway

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

The design and construction of a grade crossing separation of Brush College Road over Faries Parkway and the Norfolk Southern railroad tracks.

2. That there is hereby appropriated the sum of Six Hundred Thousand

Dollars (\$600,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Kim L. Althoff City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Decatur in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency
 statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Council of Decatur at a meeting held on October 01, 2018
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 1st day of October, 2018
Day Month, Year

(SEAL)

Clerk Signature

--

Approved

Regional Engineer
Department of Transportation

Date

--	--

RESOLUTION NO. _____

**RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. FOR BRUSH
COLLEGE / FARIES PARKWAY GRADE SEPARATION
CITY PROJECT 2009-33
SECTION 09-00933-01-BR**

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

Section 1. That the Agreement authorizing the professional engineering services for the Brush College / Faries Parkway Grade Separation project, City Project 2009-33, presented to the Council herewith and attached as Exhibit 1, between the City of Decatur and AECOM Technical Services, Inc., be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Professional Engineering Services Agreement between the City of Decatur, Illinois and AECOM Technical Services, Inc., for a fee not to exceed \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation, Section 09-00933-01-BR.

PRESENTED and ADOPTED this 1st day of October, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This Agreement ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City"), and:

AECOM Technical Services, Inc.

("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

The professional engineering services obtained by the City under this Agreement concern the Project ("Project") as set forth in the attached as Exhibit "A", incorporated herein by reference and made a part of this Agreement hereof:

SECTION I. GENERAL

- A. CONSULTING ENGINEER. The Consulting Engineer shall provide professional engineering services for the City in all phases of the Project, serve as the City's professional engineering representative for the Project as set forth herein and shall give professional engineering consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Consulting Engineer in accordance with generally accepted Engineering standards.
- B. NOTICE TO PROCEED. The Consulting Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed for that Phase, as shown in Exhibit B.
- C. TIME. The Consulting Engineer shall begin work on each successive phase within thirty (30) days after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project so as to complete each phase within the time limits set forth in Exhibit C; Project Timeline.
- D. CITY'S REPRESENTATIVE. The City's representative to the Consulting Engineer shall be the City Engineer or the City Engineer's designee as set forth in the Notice to Proceed for each phase of work.
- E. EXTRA WORK AND CHANGE ORDERS. The Consulting Engineer shall only perform the work authorized by this contract and defined in the Scope of Work (attached hereto, marked Exhibit A, incorporated by reference herein and made a part of this Agreement). Should the size or complexity of the project exceed the amount of work contemplated by this contract or defined in the Scope of Work, the Consulting Engineer shall obtain written authorization in the form of a Change Order from the City's Representative, to perform extra work before such work is actually performed. A Change Order form is included in this Agreement as Exhibit D. The cost to perform any work prior to written authorization shall be paid exclusively by the Consulting Engineer and shall not be reimbursed by the City.

The Consulting Engineer expressly acknowledges, recognizes and agrees that the only authority to approve change orders to this Agreement or the Scope or Services or the cost(s) therein is with the City Council of the City.

SECTION II. BASIC SERVICES

A. FINAL DESIGN PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Final Design Phase:

1. Drawings and Specifications. Utilizing and using the preliminary design documents and preliminary design opinion of probable Project costs as approved by the City's Representative, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project ("Drawings") and specifications (Specifications"). The Specification shall consist of Part 3 "Technical Specifications" of the City's standard Capital Improvement Construction Contract (CICC). Specific requirements of the aforementioned Drawings and Specifications are included in Exhibit A, Scope of Services.
2. Approvals of Governmental Entities. Furnish to the City's Representative such documents and design data as may be required for, and assist in the preparation of, the required documents so that the City may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
3. Adjusted Project Costs. Advise the City's Representative of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. Project Costs include construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and allowances for compensation for damages to properties and interest and financing charges.
4. Contract Document Preparation. Complete preparation of the construction contract documents by filling in the necessary information in Parts I, II, and IV of the City's standard CICC. The Consulting Engineer shall prepare Part 3 "Technical Specification" of the CICC for inclusion in the standard construction contract. The Consulting Engineer shall not alter the City's standard contract document without the permission of the City's Representative. The City's Representative may provide the Consulting Engineer with previously prepared Technical Specifications which may be used as appropriate. The Consulting Engineer shall, to the maximum extent possible, follow the formats for Technical Specifications as provided by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the CICC in the number and format specified in Exhibit A, Scope of Work and present and review the CICC in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Final Drawings and Specifications shall be completed, submitted and approved by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

B. BIDDING PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Bidding Phase:

1. Assist in Bidding. Assist the City's Representative in obtaining bids for each separate City contract for construction, materials, equipment and services for the Project.
2. Advise Regarding Contractors and Subcontractors. Consult with and advise the City's Representative as to the acceptability of subcontractors and other persons and organizations proposed by the City's Contractors, ("Contractors"), for those portions of the work as to which such acceptability is required by the bidding documents.
3. Consult Regarding Substitutes. Consult with and advise the City's Representative as to the acceptability of substitute materials and equipment proposed by the Contractors when substitution prior to the award of contracts is allowed by the bidding documents.
4. Distribute Plans and Contract Documents to Bidders. Reproduce sufficient copies of the plans and contract documents and make them available to all prospective bidders. The Consulting Engineer shall create a Plan Holder List by recording the business name, contact person name, address, telephone number, fax number and email address of each of the bidders taking a set of plans and contract documents. The Consulting Engineer shall collect from each of the bidders a payment for the plans equal to the amount of the cost of duplication. The payment from the bidder shall be made to the Consulting Engineer, which shall offset the cost of duplication; said amounts shall not be billed to the City. Alternately, the Consulting Engineer may arrange to have plans and specifications made available to prospective bidders through the services of a plan and specification duplication firm that offers plan distribution services provided that the firm obtains the same bidder information as required of the Consulting Engineer and that no cost for this service be billed to the City.
5. Respond to Questions from Bidders. Receive and respond to questions from prospective bidders during the bidding period. All responses shall be written and shall be provided to all plan holders as listed on the Plan Holder List. Questions received five (5) business days before the bid opening shall be answered. Questions received between four (4) and two (2) business days before the bid opening may be answered provided that a means exists to communicate the answer in writing to all the bidders. Questions received one (1) business day before or on the day of the bid opening shall not be answered. Answers to questions should be distributed to bidders by email, however if a bidder does not have email service the documents may be transmitted by fax.
6. Tabulate and Evaluate Bids, Recommend Award. Prepare and provide to the City's Representative a bid tabulation which shall consist of a listing of all pay items in the contract documents, a listing of the Consulting Engineer's Opinion of Probable Costs, and a listing of the bids for each of the pay items submitted by each of the bidders. The Consulting Engineer shall tabulate the bids on an electronic spreadsheet form provided by the City's Representative. The Consulting Engineer shall assist the City's Representative in evaluating bids or proposals and in assembling and awarding contracts. The Consulting Engineer shall check the bidder's references and performance on prior projects. Based on the Consulting Engineer's evaluation of the bids and the qualifications of the bidders, the Consulting Engineer shall provide to the City's Representative a written recommendation for award of the contract to one of the bidders or recommend other action as may be appropriate. The final selection of the Construction Contractor is the sole responsibility of the City Council.
7. Completion Time. Complete the bidding phase and prepare and submit the recommendation to the City's Representative for the award of the Contract (s) within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.
- B. FURNISH INFORMATION. Assist the Consulting Engineer by placing at the Consulting Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. FURNISH TECHNICAL INFORMATION. Furnish to the Consulting Engineer, as required for performance of the Consulting Engineer's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Consulting Engineer may rely upon in performing the Consulting Engineer's services.
- D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.
- E. ACCESS TO PROPERTY. Arrange for access to and make all provisions for the Consulting Engineer to enter upon public and private property as required for the Consulting Engineer to perform the Consulting Engineer's services.
- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consulting Engineer, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consulting Engineer.
- G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Consulting Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.

- I. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not. Reuse of any of the work product of the Consulting Engineer by the City on any other project without written permission of the Consulting Engineer shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the Consulting Engineer from all damages and costs including attorney fees arising out of such reuse by the City or others acting through the City.
- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
 1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
 3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
 4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
 5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.

6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
- a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.
 - f. Limits of liability of such policies and date of expiration of policies.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.
7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:
- a. Workers' Compensation:
 - Coverage A: Statutory Limits
 - Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
 - b. General Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence/annual aggregate amount of two million dollars (\$2,000,000). General Liability Insurance shall include:
 - Personal Injury Liability coverage.
 - c. Automobile Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence/annual aggregate amount of two million dollars (\$2,000,000). Auto liability shall include hired and non-owned autos.
 - d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars (\$1,000,000) per claim/annual aggregate amount of two million dollars (\$2,000,000). If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not

be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.

8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
2. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consulting Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.
3. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.

- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.

- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.

- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.

- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.

- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.

The City shall indemnify and save harmless the Consulting Engineer, its officers and employees against any and all claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the Consulting Engineer and including reasonable

attorney's fees incurred by the Consulting Engineer or required in any way to be paid by the Consulting Engineer, in defense thereof, and shall indemnify and save harmless the Consulting Engineer from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, proximately caused or proximately arising out of negligent acts or omissions to act by City in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the City or its subcontractors.

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.

- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times See BLR 5610 for services rendered by principals and employees assigned to the Project.

Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct labor costs are set forth in Exhibit H hereto.

- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 0.0 .
- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

If the Consulting Engineer's vehicles are used on the project, the City shall pay the Consulting Engineer the current Internal Revenue Service standard mileage rate per mile for use of the vehicle.

D. PAYMENT FOR WORK COMPLETED

1. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
2. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
3. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.
4. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.

5. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
 6. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

This Agreement is made between the City and the Consulting Engineer entered into on the last date written below. In witness, the parties have executed this Agreement.

DATED this _____ day of _____, 2018

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Consulting Engineer Firm

By: _____

Exhibit A

**Detailed Scope of Services
Brush College Road at Norfolk Southern Railroad and Faries Parkway
Phase II Engineering Services
By AECOM Technical Services, Inc.
For Decatur Illinois
September 21, 2018**

General

This document serves as the scope of work for the preparation of an update to the Phase I Combined Design Report and Phase II Engineering Services for an overpass carrying Brush College Road over the Norfolk Southern Railroad and Faries Parkway in Decatur, Illinois. This is the basis for the prime agreement with the City of Decatur, Illinois. The scope of work has been broken down into the following task:

Task 00100	Survey and Field Work
Task 00200	Phase I Update – VE CR ABC
Task 00300	Reports
Task 00400	Phase II Design - Plans Special Provisions and Estimates
Task 00500	City and Stakeholder Coordination
Task 00600	Project Management
Task 00700	QA/QC ITR

Project Understanding and Scope of Services

It is our understanding that a Phase I Combined Design Report Section 09-00933-00-BR was prepared dated March 2015 for Brush College Roadway from just South of Williams Street to just north of Faries Parkway including two overpasses over Norfolk Southern Railroad. The project was broken into three constructible segments. Segment Three included an overpass over Faries Parkway and Norfolk Southern Railroad at the intersection of Faries Parkway. Funding for this third segment was obtained. As segment two, an overpass over the Norfolk Southern Railroad Yard, has yet to be constructed modifications to the Phase I design will be required for the third segment to tie into the existing geometry of Brush College Roadway south of Faries Parkway. Coordination meetings and Value Engineering and Constructability Reviews may lead to additional agreed upon modifications to the Phase I design.

Roadway Reconstruction Limits

It is anticipated that the project limits will extend from station 50+00 just south of Olive Street to station 78+00 just north of Harrison Street. The work will include improvements to Faries Parkway station 205+00 to 235+50, and a connector roadway between Faries Parkway and the new Brush College Road overpass. Access roadway improvements will include James Street, a new access roadway for Harrison Ave and access roadway from Harrison Ave to the Lutheran Cemetery. The scope of work will require updates to the design presented in the Phase I Combined Design Report for IDOT approval, ROW survey and plat preparation and Phase II plan specs and estimates to be prepared. Phase III construction assistance services are to be negotiated under a separate agreement or amendment. ROW plats prepared will be used by the Cities property negotiator for property negotiations. Work also requires track realignment for Canadian National Railroad. Plans and contract documents will be prepared in accordance with Illinois Department of Transportation (IDOT), Federal Highway Administration (FHWA), Norfolk Southern Railroad and Canadian National Railroad policies.

Exhibit A

Task 00100 Survey and Field Work (overview)

Survey work will include topographic surveys both Lidar and Conventional. Work will involve surveys on railroad property and will require railroad coordination, access permits and flagger operations and railroad insurance. Survey field work will also require environmental surveys including ground sampling and boring operations in support of environmental reports and memos. Survey work will be required for ROW surveys in support of plats and legal preparation. Field work will be required for geotechnical borings in support of geotechnical reports. Access to properties will be required and access will be coordinated through the City and or the City property negotiator. An access letter from the City explaining the project and the need for surveys will be drafted and used for field work.

Task 00200 Phase I Update – VE CR ABC (overview)

The Phase I design will require modifications as the project was broken up into three segments and the north segment will need to tie into the existing roadway geometry near the existing railroad subway. Though initial Value Engineering and Constructability Reviews further cost savings and design changes may be identified with the overall goal of designing the project to meet the funding limits and minimize impacts to the motoring public. These modifications will be submitted to the City and IDOT for approval. Accelerated Bridge Construction techniques will be investigated under this task.

It is assumed that the traffic volumes in the Phase I report will not be modified and will be used for rework of the geometry of the revised Phase I design including Plan and Profiles, IDS and TSL's.

Roadway Geometry

The roadway geometry will be updated to include horizontal geometry tie in between the existing and proposed improvements of Brush College Road near the existing Norfolk Southern Railyard overpass. This will include profile modifications to tie into the existing underpass profile grade.

Optimize Current Bridge Design

The objective of this task is to take a fresh look at the current phase I bridge design to optimize selected bridge type to evaluate potential cost saving options.

Revise Type, Size and Location (TSL) Plans

Based on the above optimization to the bridge structure, it may be necessary to revise the current TSL plans to include feasible modifications.

Value Engineering (VE) and Constructability Reviews (CR):

Prior to milestone submittals (Preliminary and Final), construction documents will be reviewed by senior engineers from AECOM, WHKS and QEI (to be led by AECOM) with extensive experience in design and construction of similar bridges. The intent of this review is to make suggestions to improve the design and details relative to generally utilized construction practices.

Exhibit A

ABC (Accelerated Bridge Construction) Investigation:

The objective of this task is to provide a general outline to determine if ABC techniques are applicable to this project in order to save construction costs and duration and, minimize the MOT impacts, to vehicular traffic as well as railroad operations.

Task 00300 Reports (overview)

Environmental Considerations PESA – PSI – Building Demolition

In 2012 a Preliminary Design Study was conducted to determine the most feasible option to handle future traffic volumes for the Brush College Road and Faries Parkway intersection and the Brush College Road underpass of the Norfolk Southern (NS) rail yard located south of Faries Parkway. As part of the design study a Preliminary Environmental Site Assessment (PESA) of the Brush College Road corridor was completed.

PESA – PSI

The PESA was conducted over three years ago and will need to be updated. A Technical Memo will be completed to provide an update to the initial PESA report.

The PESA Report identified multiple subject properties containing known Environmental Recognized Conditions (RECs) and 20 adjacent properties surrounding the NS / Faries Parkway Crossing Site that do not contain known RECs but may have the potential for contamination migration.

AECOM Technical Services, Inc. will perform Preliminary Site Investigations (PSIs) for the Brush College Road at Norfolk Southern / Faries Parkway Crossing overpass project.

Building Demolition - Asbestos Containing Materials / Lead Based Paint Survey

Asbestos-Containing Materials (ACM) Survey

AECOM will conduct a U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA)-type asbestos survey of the interior of seven buildings to be demolished as part of this project.

Lead Based Paint (LBP) Survey

Concurrent with the asbestos survey, AECOM will collect paint chip samples from representative interior and exterior building materials. Paint chip samples will be analyzed by a qualified laboratory utilizing Atomic Absorption Spectroscopy (AAS) by EPA Method 6010.

ACM-LBP Letter Report

AECOM will prepare an electronic letter report for each building, summarizing the ACM and LBP survey methodology and findings.

Exhibit A

Geotechnical Considerations

Previously prepared Soil Geotechnical Reports (SGR) for the proposed structures prepared with the Phase I design will be utilized. An update to this report including additional soil borings and a SGR Technical Update Memo will be prepared.

One Roadway Geotechnical Report (RGR) for the roadway improvements and reconstruction of Brush College Road over Faries Parkway, including boring logs and soil profiles for the ramps and Access road(s). The report will include recommendations for pavement support and Mast Arm/Signal Arm foundations.

It is assumed that the City will obtain access from property owners for geotechnical work. A letter will be drafted and provided on City letterhead.

Drainage Memorandum

For the main Brush College Corridor AECOM has asked WHKS to provide drainage design and plans. Since a Phase I drainage report was not completed, the scope of work will include analyzing the existing or baseline conditions and providing a report.

Interconnect Report

After coordination with the ICC on whether the traffic signal along Faries Parkway will need to be interconnected to the CN Railroad flashing Lights and Gates system and an interconnect report will need to be prepared for the ICC.

Task 00400 Phase II Design - Plans Special Provisions and Estimates (overview)

Roadway

It is anticipated that there will only be one construction package prepared for this project with multiple construction stages. Initial review of the project during Phase I Update - VE CR ABC will determine if there are viable portions of the project that should be constructed in the initial stages of the construction sequencing. This will then be discussed with the City and IDOT.

Structural Design

The overpass structure will be designed in accordance with the latest AASHTO LRFD Bridge Design Specifications, the Illinois Department of Transportation (IDOT) Bridge Manual, and the Norfolk Southern Public Projects Manual.

Overpass Design – Superstructure and substructure

Perform design of all elements of superstructure and substructures, including deep foundation elements. From the current SGR, it is anticipated that steel H piles will be utilized for the deep foundations.

Exhibit A

MSE Retaining Walls

Mechanically Stabilized Earth Retaining (MSE) walls will be used to retain earth fill at both approaches to the bridge over NS Railroad / Faries Parkway.

Miscellaneous Structure Design

There is an existing retaining wall along the CN/ICRR at south-west quadrant of the intersection of Brush College Road and Faries Parkway. The proposed MSE wall appears to be very close to this existing sheet pile wall. This task will verify if any surcharge loads are imposed to the existing wall along the railroad property. Hours have been included for modifications to this wall if needed.

CN Railroad Track Realignment

Railroad track realignment is required for approximately 1000 feet of the CN Railroad just north of Faries Parkway along the west side of Brush College Road.

Roadway Lighting

Design calculations and plans will be developed for roadway lighting along Brush College Road. The documents will define the electrical work required for the installation of new roadway and underpass lighting systems for Brush College Road (BCR) from Station 50+00 to Station 78+00, the Jug Handle connector and five associated intersections. It is anticipated that the Township lighting along Faries Parkway will not be impacted by this project and will not be included in the lighting design.

Traffic Signal and Railroad Warning Lights and Gates Improvements

Two permanent traffic signal locations are anticipated for this project. The intersections are, Faries Parkway with the new Jug Handle Connector Ramp and Brush College Road with the new Jug Handle Connector Ramp.

Railroad warning lights and gates will be designed for two locations. Faries Parkway across the CN tracks and the new Harrison Avenue West intersection across the CN track.

Waterway Permitting

Prepare Section 404/401 Permit Applications – It is anticipated that a joint 404 Nationwide Permit will be sought for this project for intermittent stream crossings.

Prepare a Section 402 NPDES Permit – A NPDES permit for stormwater discharges including a Storm Water Pollution Prevention Plan (SWPPP) will be prepared.

Exhibit A

Construction Phasing and Traffic Control

It is our understanding that the City wishes to review the Phase I Maintenance of Traffic (MOT) and determine if there are opportunities to minimize impacts to the motoring public.

While the Phase I report considered road closure and detour routing during the closure there may be opportunities for the staging of traffic and construction and Accelerated Bridge Construction Techniques (ABC). A combination of Staging - Construction / MOT and ABC techniques along with minimized road closure may be the recommended outcome of a detailed review of this project staging and constructability.

Right-of-Way Documents

Preparation of Right of Way Plats for use by the City's right of way appraiser / negotiator will be included in this proposal. It is assumed there are approximately 38 properties.

Task 00500 City and Stakeholder Coordination (overview)

City and Stakeholder coordination initiated during Phase I of this project will be continued during this Phase II project.

Task 00600 Project Mangement (overview)

Monthly progress report and updates to graph showing actual expenditures relative to budgeted will be prepared and submitted with the invoices. Project Management task will include management of staff, schedules and deliverables and include internal meetings between team members including sub consultants.

Task 00700 QA/QC ITR (overview)

Prior to making submittals, independent technical reviews (QA reviews) will be made of deliverables.

Phase I Commitments from Combined Design Report

Meetings were held with representatives from St. John's Lutheran Cemetery. Since cemetery access to Brush College Road will be eliminated, a new access road has been proposed from the east leg of E. Harrison Avenue. Right of way will be required from Pepsi Refreshment Services in order to construct the new access road.

Since the roadway within the cemetery is only wide enough for a single vehicle, a "loop" road must be maintained for funeral traffic. The loop road will be provided by connecting the two internal roads with a road that will pass under the proposed overpass on the west side of the cemetery.

ADM is developing the northwest quadrant of the Faries Parkway/Brush College Road intersection as part of a new rail yard and a conveyor system. Since the west leg of E. Harrison Avenue will no longer connect to Brush College Road, a new access road is proposed. The access road will run parallel to Brush College Road

Exhibit A

and then turn east and connect to Brush College Road just north of the ADM EMG building. In order to eliminate a second at-grade rail crossing, the parking lot for the ADM Bio-Products building will also be accessed from the new road.

Walston Auto Wrecking will lose entrance access from Faries Parkway to one of their facilities since the entrance is within the taper of the proposed free-flow right turn lane from Brush College Road to Faries Parkway. Access to the facility can be made via E. Logan Street. There will be access to E. Logan Street from the connector ramp between Brush College Road and Faries Parkway or from the proposed extension of James Street to Faries Parkway. It has been determined that a left turn lane can be included in the design for access to the property on the north side of Faries Parkway. Entrance locations and widths to accommodate semi-trucks will be finalized during right-of-way negotiations and any necessary improvements to the intersection of James and Olive Street to accommodate semi-trucks will be reviewed during the final design phase. The owner is also the landlord of cell tower sites on E. Logan Street and on E. Olive Street. According to the owner, access must be maintained to those properties at all times.

A preliminary site investigation (PSI) is required if any of the 42 REC, EC or HREC sites identified in the PESAs involve new ROW or easement, railroad ROW, or building demolition/modification. A PSI is also required on any of the sites that involve excavation or subsurface utility relocation or on existing ROW adjoining one of the sites. The PSIs will be conducted during the design phase.

Project Components

Phase I evaluation and update to geometry and bridge type at Faries Parkway as the Phase I project will now be constructed in segments.

Survey and field work to support Phase II design.

Reports for field work performed to support Phase II design and Phase III construction.

Phase II design and Plan, Specifications, and Estimate preparation for Construction documents.

Row Plats will be prepared for use by the City negotiators to purchase ROW for this segment of the project.

City and stakeholder coordination meetings will be held to determine impacts along the project.

Public update meetings will be held to inform the public of the project progress and impacts to the traveling motorist.

Project management

QA/QC Independent Technical Reviews of submittals.

Components of this project will include:

Geotechnical Reports

Environmental Reports

Exhibit A

Construction Plans, Specifications, and Estimates

This project does not include the following components:

Public update meetings will be held at City Hall meeting rooms. No hall rental fees are included. Advertisement cost will be paid by the City when the meetings are advertised and are not included in this proposal.

Design review cost by railroad personnel may be requested by the respective railroads for their efforts on this project. This cost will be paid under Agreements between the City and the Railroads.

Utility information will be obtained from the respective utility owners including City owned utilities and no SUE Level A, B, utility locating effort or cost are included in this proposal.

Landscaping plans for permanent landscaping other than permanent erosion control seeding or sodding is not included in this proposal.

IEPA fees for applications submitted for review and approval are not included in this proposal. Such fees will be paid by the City when the applications are submitted on behalf of the City.

It is assumed that the CN Railroad will install their own Flashing Lights and Gates utilizing their railroad forces. Layout of the Flashing Lights and Gates for the ICC petition process will be by AECOM.

Traffic volume counts and traffic projections are not included in this scope of work. The IDS update will be based on the traffic volumes shown on the current IDS submitted in the Phase I report.

No Lift/pump stations are included. Scope assumes all gravity storm sewers.

No upgrades to the 4'x4' culvert under BCR and 7'x7' box culvert under William St. Scope assumes they are of adequate size and no HEC-RAS models or hydraulic reports assumed.

No changes will be made to the 12" Storm sewer on James Randle Research Property.

No design of inline or underground detention systems.

No wick drains, or pavement underdrains.

An IDOT Location Drainage Study will not be prepared. The Drainage Memorandum prepared may use or reference sections from a typical location drainage study but the report will not be as detailed in scope.

No design or detailing of drop boxes.

The proposal does not include the relocation of any water mains under the Norfolk Southern Rail yards as this portion of the project is not funded at this time.

Any soil borings or Geotechnical reports required for the water main design and/or the railroads involved are not included at this time in this proposal.

The proposal does not include providing any of the possible permitting requirements by railroads such as dewatering plan/vibration monitoring/shoring plan/settlement monitoring, etc.

Exhibit A

The proposal does not include any structural hours that may be required for shoring or earth retention systems that may be required for the water main relocation.

The proposal does not include any hours for hydraulic modeling of existing and proposed water mains for adequacy or sizing for service requirements.

Exclusions from the Bridge and Wall Structural Scope of Work:

All approach walls are anticipated to be MSE types, cast-in-place walls are not anticipated.

Design and details for any temporary shoring/support is not part of this Scope.

MSE walls – Local and Global stability calculations will be performed by the MSE wall manufacturer.

Items provided by City of Decatur:

As built plans of the project area

Existing utility maps, atlases, plan-markups

City Standards

Consultant Deliverables

Soil Geotechnical Report (SGR) Technical Update Memo

Roadway Geotechnical Report (RGR)

Preliminary Environmental Site Assessment (PESA) Technical Update Memo

Preliminary Site Investigation (PSI) Report

Asbestos Containing Material – Lead Based Paint (ACM-LBP) Letter Report

Revised Type, Size and Location (TSL) Plans

Revised Intersection Design Study (IDS)

Contract Plans and Documents for Construction

Exhibit A

Scope Details Description

Task 00100 Survey and Field Work

Topographic Survey- field work

Coordination with the City of Decatur. Prepare the Right of Entry agreements for NS RR and CN RR. Coordinate the survey with the railroads and schedule flagging protection as needed. Coordinate access with ADM and other facilities and land owners within the survey limits. Attend meetings and or calls as needed.

The project team will verify the horizontal and vertical control supplied from Phase I within the project limits and establish additional site horizontal and vertical control for the project.

Conduct LiDAR ground surveys and traditional surveys to supplement the LiDAR information collected. These surveys are to be conducted as shown on the attached exhibit.

Conduct storm drainage inventory and collect information on pipe size, type and depth and the size and condition of the structure.

Perform field note and data reduction on the collect information, this would include the registration of LiDAR data and preparation of the Supplemental survey data collected.

Extract data from the LiDAR scans and incorporate that data into an overall dgn file of the existing conditions as surveyed.

Prepare final dgn file with all the LiDAR and Supplemental data and that data collected on the Storm drainage structures.

Determine height of overhead lines in the area of the project.

ROW Survey- field work

Coordination is expected with the City of Decatur throughout the Projects time frame along with scheduled meeting to discuss the projects development, schedule and process to keep the project moving forward. It is anticipated to coordinate with the Norfolk and Southern Railroad, the Canadian National Railroad and ADM on the potential impacts to the right of way and respective facilities within the proposed project limits.

Conduct research of existing right-of-way documents and boundary information which may include subdivision plats, ROW plats, boundary surveys, boundary legal documents and railroad maps.

Surveys will be completed for the properties that may be potentially impacted by the project. Additional Properties adjacent to those impacted may be surveyed to help with the determination of true boundary and right of way lines of those parcels and right of way affected. The following would be part of those efforts.

- The contact of facility owners or managers and properties owners of those properties that surveys will be conducted upon. This may include letters mailed to each of the properties where surveys are anticipated and the field visit to inform the owners of the survey crew is on site.
- Add horizontal control as needed to conduct the right of way and boundary surveys.
- Conduct Field reconnaissance and field surveys to locate existing monumentation to determine existing right of way lines and boundary lines that the project may impact or may facilitate the analysis of those properties that may be potentially impacted.

Exhibit A

Preliminary Environmental Site Assessment (PESA) - field work

See Preliminary Environmental Site Assessment Report (PESA) Update Technical Memorandum under Reports section for complete listing of work.

Preliminary Site Investigations (PSI) - field work

See Preliminary Site Investigations (PSI) under Report section for complete listing of work.

Geotechnical Soil Borings- field work

See Roadway Geotechnical Report (RGR) under Report section for complete listing of work.

Task 00200 Phase I Update – VE CR ABC

Phase I update Roadway and Structures

The roadway geometry will be updated to include horizontal geometry tie in between the existing and proposed improvements of Brush College Road near the existing Norfolk Southern Railyard overpass. This will include profile modifications to tie into the existing underpass profile grade. This work will involve an update to the IDS for the Jug Handle Connector Ramp intersection with Brush College Road.

The commitment to provide a left turn on Faries Parkway on the east leg for property on the north side will be added to the IDS.

Task will include:

1. Meet with City, County, ADM, Cemetery and Stakeholders to determine concerns with Phase I design.
2. Review Phase I report.
3. Conduct Phase I Value Engineering and Constructability Reviews to determine the best construction practices and provide cost savings to the project and minimize impacts to the traveling public and affected railroads.
4. Coordinate with Norfolk Southern Railroad. Determine design criteria for overpass.
5. Coordinate with Canadian National Railroad. Determine design criteria for track relocation.
6. Prepare list of utilities impacted. Meet with utilities to determine lead times for relocations. Determine design criteria related to utilities.
7. Update list of properties for the project limits and perform Preliminary Site Investigations for properties that will be impacted by the project.
8. Complete modifications to Phase I design.
9. Prepare modifications to proposed bridge and retaining wall Type, Size and Location (TSL) drawings and intersection design studies (IDS) as required for City and IDOT review.

Optimize Current Bridge Design

The objective of this task is to take a fresh look at the current phase I bridge design to optimize selected bridge type to evaluate potential cost saving options. The design team will review the following items:

- Review proposed width of the shared path. Investigate options to reduce the width or defer the construction of the same to a later date.
- Investigate reduction in # of girder lines.
- Investigate possibility of staged construction.

Exhibit A

- Investigate alternate superstructure material for the bridge, including use of new IL concrete beams.
- Investigate reduction of span lengths.
- Investigate potential elimination of two spans at the cemetery and alternates to allow access to the cemetery (precast tunnels).

Revise Type, Size and Location (TSL) Plans

Based on the above optimization to the bridge structure, it may be necessary to revise the current TSL plans to include feasible modifications. This will most likely result into revision and resubmittal of TSL plans, including obtaining approvals from the railroads, City and IDOT. If a technical memorandum can be found acceptable to amend the current TSL Plans, the same will be developed to show the modifications.

Value Engineering (VE) and Constructability Review (CR)

Prior to milestone submittals (Preliminary and Final), construction documents will be reviewed by senior engineers from AECOM, WHKS and QEI (to be led by AECOM) with extensive experience in design and construction of similar bridges. The intent of this review is to make suggestions to improve the design and details relative to generally utilized construction practices. Specific items of interest will include span arrangement, material type selection, construction staging, MOT, contractor access to the work zone (including entrance and exit points) and, inter-relationship of MOT with various construction activities. In addition to the constructability review, the team will also perform VE reviews for the milestone submittals and provide comments to the design team for their consideration. The VE team will also meet with the City to discuss their findings and ensure all comments are closed-out and properly addressed in the Final Construction Plans and Specifications.

The VE team will provide the following specific services:

1. Perform review and provide written comments on the project design criteria, structural concept, geometry and constructability of the proposed structure.
2. Perform one full review of the preliminary Design (phase I update) and pre-final set of plans.
 - Review the structural model developed by the design team of the final bridge configuration to assess the forces in the various structural members, and evaluate the response of the proposed structure to various loading conditions and load combinations.
 - Review the pre-final contract documents for conformance with the project design criteria. This review shall also evaluate the constructability of the proposed structure, and the general adequacy of the major structural elements including the main load carrying members.

Provide the design team with comments on plans and specification and work with them to resolve all comments prior to final PS&E submittal.

1. Provide the City with a written report, sealed by an Illinois licensed Structural Engineer. The report will contain the findings of the review and the following:
 - Executive Summary; Scope of the Review; Elements Reviewed
 - Findings / Review Comments / Disposition of Comments
 - Conclusion regarding adequacy of the design and Supporting Data

Exhibit A

Accelerated Bridge Construction Techniques

The objective of this task is to provide a general outline to determine if ABC techniques are applicable to this project in order to save construction costs and duration and, minimize the MOT impacts, to vehicular traffic as well as railroad operations.

The following tasks will be performed as part of the ABC investigation:

- Develop one Decision-Making Tool for ABC Implementation.
- Assist the design team with development of Design Template for applicable ABC Systems.
- Investigate benefits of ABC to the construction duration and cost impacts for above recommendations.
- List of potential ABC technologies for this project; material selection and construction techniques.
- Final ABC recommendations.

Task 00300 Reports

Preliminary Environmental Site Assessment Report (PESA) Update Technical Memorandum (TM)

Review June 2012 PESA - Review June 2012 PESA completed by URS Corporation.

PESA Update Data Collection - Perform data collection efforts to evaluate whether current, or historical activities, on or near the project limits may have resulted in significant impacts by hazardous substances or petroleum products, also known as RECs, since three years have passed since approval of the June 2012 PESA; and to make a preliminary determination of environmental conditions that may affect the Phase II cost or schedule. Efforts to be completed in general conformance with the scope and limitations of ASTM International E 1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, and IDOT's, *A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation Infrastructure Projects*, Second edition, January 2012.

PESA Update TM - Prepare PESA Update Technical Memorandum (TM) to document new RECs realized as a result of the data collections efforts. Prepare PESA Update TM to include the following:

1. Introduction
2. Geology
3. Hydrogeology
4. Natural Features and Hazards
5. Project Sites
6. Adjoining Sites
7. Orphan Sites
8. Conclusions
9. Information Sources
10. Exhibits: Location Map(s), NRCS Web Soil Survey Data, Phase I ESA Update Site Map, Site Visit Materials (i.e. Field Survey Checklist and Photo Log), EDR Reports.

Notes for this task:

1. Assume one (1) site visit is required for completion of the PESA Update. It is assumed this will be a one-day trip for two staff members.
2. Preliminary Site Investigation (PSI) - The June 2012 PESA identified several RECs within the project limits. A PSI will be completed in accordance with Section 20-12.05 of the Bureau of Local Roads Manual (current edition) by AECOM Technical Services.

Exhibit A

Preliminary Site Investigations (PSI)

AECOM Technical Services, Inc. will perform Preliminary Site Investigations (PSIs) for the Brush College Road at Norfolk Southern / Faries Parkway Crossing in Decatur, Illinois.

In 2012, URS Corporation (URS) was retained by the City of Decatur, Illinois, a municipality corporation (City of Decatur) to perform a preliminary design study to determine the most feasible option to handle future traffic volumes for the Brush College Road and Faries Parkway intersection and the Brush College Road underpass of the Norfolk Southern (NS) rail yard located south of Faries Parkway. As part of the design study, URS conducted a Preliminary Environmental Site Assessment (PESA) of the Brush College Road corridor from East Mueller Avenue to East Lake Shore Drive (subject site). URS produced a PESA Report for this work in June 2012.

The PESA Report identified multiple subject properties containing known Environmental Recognized Conditions (RECs) and adjacent properties surrounding the NS / Faries Parkway Crossing Site that do not contain known RECs but may have the potential for contamination migration. The project goal is to determine if contamination exists on any of these properties, in accordance with Section 20-12.04 of the Bureau of Local Roads and Streets (BLRS) Manual. A series of PSIs will be conducted for Sites that will be impacted by the project and are identified in the PESA. Some properties without RECs are included as they are near the property study area. **See Table 1.**

The subject properties are located in all directions from the intersection of Brush College Road at Norfolk Southern / Faries Parkway Crossing in Decatur, IL. Land use in the site vicinity is mixed commercial, industrial, and residential.

Based on the 2012 PESA, the anticipated Sites for the PSIs are listed in **Table 1**. These were used for budgeting purposes. Public records show that the various parcels were historically used for auto repair, electrical substation, coal company/storage, and former UST/LUST locations. These Sites were found to be potentially impacted by the project as having a REC, Environmental Condition (EC), or a historical REC (HREC). Additionally, in accordance with the recommendations of IDOT Circular Letter 2015-05, Special Waste Sampling, non-REC properties impacted by the project shall be soil tested during the engineering phase. Full disclosure of the testing results will be included in the final PSI Report(s). This is a draft list and is subject to change based on the new PESA TM information.

The following tasks are included in this SOW:

1. Conduct PESA update TM
2. Perform PSIs
 - a. Prepare PSI Work Plan and Health and Safety Plan (HASP)
 - b. Conduct PSI Field Investigations
 - c. Complete Asbestos/Lead Surveys of Buildings to be Demolished
 - d. Prepare PSI Reports (estimate of 8 for scoping purposes) and one (1) comprehensive report for non-REC sites.

Site Reconnaissance and Validation of June 2012 PESA

Includes a site walk through by Kaskaskia Engineering Group as stated above under the PESA update TM task. All properties have been used for commercial purposes. Public records also show that the various parcels were historically used for auto repair, electrical substation, coal company/storage, and former UST/LUST locations.

Since the PESA was conducted more than 3 years ago, an evaluation of the original PESA will be conducted to determine whether any new releases or land use concerns are found. If new releases or concerns are found,

Exhibit A

an updated PESA will be completed by Technical Memo. The PSI site investigation will be conducted in accordance with applicable subsections of Section 20-12.08 (BLRS Manual).

Perform PSIs

Includes 1) preparation of the work plan and health and safety plan (HASP); 2) mobilization of equipment and staff to the project site for drilling of soil borings and collection of soil and groundwater samples; 3) asbestos/lead surveys within buildings to be demolished; and 4) completion of PSI Reports.

Prepare SI Work Plan & HASP

The Work Plan will include the list of REC site background (referenced from the PESA), the SOW (field investigation, drilling and laboratory subcontractor), general sampling approach, soil sampling methodology, groundwater sampling methodology, sample handling, decontamination & investigation-derived waste, analytical methodology and procedures, geotechnical and analytical contractors, project organization, and schedule. The Work Plan will also include specific laboratory requirements (e.g., tables comparing method detection limits (MDLs) to TACO ROs, and certifications.)

The HASP will address the risks to site workers associated with the soil chemistry as defined by the findings of the PSI. The HASP must be prepared and in place prior to any work involving site soils. Requirements listed in the Bureau of Local Roads and Streets Manual (BLRSM).

Prior to conducting subsurface activities, the consultant will notify JULIE, Illinois' one call system for subsurface drilling and excavating activities and conduct a joint meet at the locations to clear the area of potential overhead and underground utilities. In addition, a private utility locator will be used. Both drilling and subcontract laboratories will be notified and field work scheduled.

Conduct PSI Field Investigations

The PSI site investigation will be conducted in accordance with applicable subsections of Section 20-12.04 of the BLRS Manual. In addition, the laboratory procedures and methods will meet the minimum specified detection limits in accordance with 35 IAC Part 742, Tiered Approach to Corrective Action Objectives (TACO). Procedures in accordance with ASTM Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process (Designation E1903) shall be used (Illinois Tollway Manual, March 2018) will be followed also. All USEPA requirements, including data quality, usability and validation, will be met by the laboratory for this work.

The following specific field-based tasks are included in the scope of work:

- Twenty-five (25) soil borings at REC locations will be advanced to a depth of twelve (12) feet at the Site;
- Twenty-Five (25) soil borings at non-REC locations will be advanced to a depth of twelve (12) feet at the Sites;
- Soil samples will be field screened for volatile organics (using PID) and soil lithology characterized, in accordance with the Unified Soil Classification System, for continuous intervals to understand subsurface lithology. A detailed description of the soil types encountered will be provided;
- Two (2) soil samples will be collected from each boring. Samples will be collected at the location that is potentially impacted based on field observations or from just above the soil/water interface if no impacts are noted;

Exhibit A

- Soil samples below the water table will not be collected;
- Groundwater samples will be collected when groundwater is encountered within 12' of the surface; groundwater may be perched; an estimate of the number of groundwater samples is six (6); depth to groundwater in the local area is 20 feet; (note: the drillers will pump out water (pump & new tubing) until clear then collect sample; no well installation is needed);
- The analyses for the soils for the REC Sites will include VOCs, SVOCs, Pesticides/PCBs, Herbicides, TAL Metals (includes total cyanide), and pH. The constituent lists for these are specified in 35 IAC, Part 740, Appendix A;
- The analyses for the soils for the non-REC Sites will include VOCs, SVOCs, TAL Metals (includes cyanide), and pH;
- The analyses for the groundwaters will include VOCs, SVOCs, Pesticides/PCBs, Herbicides, TAL Metals (includes cyanide); pH analyses will be done in the field; therefore, no
- If necessary, samples for TCLP TAL metals may be necessary; the costs do not include additional monies for these tests;
- All analyses will be performed on a standard turn-around time;
- Investigation-derived wastes will be placed back in the hole at the elevation from which it was taken; however, if there is staining or odors associated with surface or subsurface samples, the soils will be placed in a drum and sample for characterization parameters; and
- Decontamination waters shall be placed in a drum and sampled for characterization parameters. Offsite disposal may be necessary. Costs for offsite disposal are not included in the cost estimate.

Prepare PSI Reports

AECOM will prepare one draft and then a final PSI Report for each REC location (total of 8), and one combined Soil Sampling Report for the non-REC locations. The reports will include the following: table of contents, introduction, site description and background, objectives, methods of investigation, utility clearance summary, drilling and sampling procedures, analytical methods, investigation results, surface and subsurface conditions, analytical results compared to IEPA TACO Tier 1 Remediation Objectives for Soils, conclusions, recommendations, and any limitations. Tables, figures, and boring logs and location maps also will be included.

Additionally, if contamination is found, the PSI report will identify areas impacted by special waste or regulated substances, recommend actions to be taken, and provide estimated costs for excavating, transporting, and disposing of material:

- TACO Tier 1 Soil Remediation Objectives for Residential Properties and for Industrial/Commercial and Construction Worker Exposure Route-Specific Values (35 Ill. Admin. Code 742), and/or
- Most stringent maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to the proposed Subpart F of 35 Ill. Admin. Code 1100.605.

Proposed Schedule of Work

Exhibit A

AECOM is prepared to initiate the services upon notification to proceed. Field visits will be scheduled based on mutually agreeable dates and times between AECOM and drilling services.

Based on the schedule information, the project could take approximately 20 to 28 weeks. The project manager will maintain a project tracking schedule for the duration of the project.

Key Personnel & Organizational Chart

Our proposed key personnel listed are below and bring expertise and experience in site assessment and remediation gained during decades of consulting work for diverse clients in the Midwest. These include the following:

Lynn Gieriek: Ms. Gieriek will prepare the PESA Report. She will coordinate with the technical lead and complete the site reconnaissance, perform the database searches over see field –related requirements of the PESA Report. Lynn Gieriek and her team will also complete the ACM/LBP surveys and prepare applicable reports.

Paul Nickles: Mr. Nickles will prepare the work plan and HASP, and write sections of the final PSI reports. The back up to Mr. Nickles will be Mr. Don Kunkel.

Dorian Gohr: Ms. Gohr will complete the PSI field investigations. She will serve as field and project manager. She will coordinate with the laboratory, manage the scope and schedule, and provide communications between the project technical lead and other AECOM teams. The backup to Mr. Gohr will be Ms. Suzanne Dale.

Matthew Hildreth, PG: Mr. Hildreth will serve as a technical lead. In this role, Matt will provide technical guidance for the PESA, work plan, HASP, and final PSI Reports. His involvement in the early stages of the project will focus the team toward technical goals and he will provide a technical quality review of deliverables. The backup to Mr. Hildreth is Mr. Laurence Verkoulen.

Additional AECOM staff will be used for surveying, CAD, administration, and Technical Quality Reviews.

The firms supporting AECOM on this effort will be:

- Roberts Environmental Drilling. – (drilling services)
- TestAmerica - (soil and groundwater analytical laboratory services)
- STAT Analysis (ACM/LBP samples)

Exhibit A

Table 1

Preliminary List of RECs, ECs, and HRECs (Identified in the 2012 PESA- TO BE UPDATED)

Property Identification (Address)	Concern	REC?	Land Use	No. of Borings (total samples)	Comments
ADM Blend Plant/ADM Trucking/Staley Express Inc./BOC Gases (2501 Brush College Rd)	Current USTs, Former USTs, Former LUST, ASTs	No	Industrial	1 (2)	
Acme Decatur (3913 E. Mueller Ave)	See map N	EC?	Industrial	1 (2)	
CN/IC rail tracks (West of Brush College Rd)	Potential oil and chemical spills; surface staining, wood treatment preservatives	Yes	Rail	3 (6)	¾ mile so figure 1 hole per ¼ mile (make sure one location is east of ADM Spiral)
ADM Loc B81/ADM Warehouse & Packaging (2235 Brush College Rd)	, Former USTs, Former LUST,	HREC	Industrial	1 (2)	1 boring between RR tracks and bldg
Airfloat (2230 Brush College Rd)	See map (east of CN/IC rail)	EC?	Industrial	1 (2)	1 boring near Brush College Road
ADM Spiral Manufacturing/F.S. Services (2205 Brush College Rd)	Hazardous Waste Generator, former US/failed tightness test	EC	Industrial	2 (4)	1 on north side and 1 on west side where new road will go
Standard Forwarding and Yellow Freight (39?? East Harrison Ave)	See map (east of CN/IC rail)	EC?	Industrial	1 (2)	1 boring near Brush College west of bldg
Decatur Bottling Co/Refreshment Service Inc. (2112 Brush College Rd)	Former UST, current AST	EC	Industrial	1 (2)	1 boring near Brush College west of bldg
Norfolk Southern RR Tracks (North of E. Faries parkway)	Potential oil and chemical spills; surface staining, wood treatment preservatives	Yes	Rail	3 (6)	¾ mile so figure 1 hole per ¼ mile (make sure one location is south of Walston Auto Wrecking)
Cheap-Ass Auto Repair/Bagley Realtors/other vehicle and boat report shops (3915 East Faries Parkway)	Former USTs, Former LUST, drum, potential oil and chemical spills, septic system	EC, HREC	Industrial	3 (6)	1 boring north of bldg., 2 inside the building
Macon County Highway Dept./former service station SE corner of Brush College Rd and East Faries Parkway	Former USTs, LUST	HREC		1 (2)	1 boring in corner of E. Faries Pkwy and Brush College
M&M Auto Salvage/Anchor	Potential oil and	Yes	Industrial	3 (6)	1 boring north of bldg., 2

Exhibit A

Property Identification (Address)	Concern	REC?	Land Use	No. of Borings (total samples)	Comments
Inn/Pour House (3925 East Faries Parkway)	chemical spills, potential asbestos, waste tires, septic system				inside the building
Walston Auto Wrecking (4148 East Faries Parkway)	Potential oil and chemical spills, potential asbestos, waste tires	Yes	Industrial	3 (6)	The NS boring should cover the Walston area to the north of NS RR tracks, 1 boring in the southwest corner of Faries, 1 boring on Logan St, and 1 boring in the middle of the site (south of Faries)
ADM Corn Sweeteners Division Alcohol Plant ADM East Plant (4666 East Faries Parkway)	Evaluated for inclusion in NPL (did not qualify); hazardous waste generator, former USTs, current USTs, and ASTs, grain elevator	EC	Industrial	2 (4)	Add 2 boring to the CN/IC RR
Ron's Auto Salvage (3941 E Faries Parkway)	Potential oil and chemical spills, waste tires, potential asbestos	YES	Industrial	5 (10)	1 in middle and 1 on each side in the junk yard
ADM Renovation & Machine Shop/various trucking companies (4083 East Faries Parkway)	Former USTs, former LUST, AST, potential oil and chemical spills, drums	HREC	Industrial	1 (2)	1 boring along Faries, north of the bldg
ADM West Plant (3883 East Faries Parkway)	Potential oil and chemical spills, impoundment, grain elevator, former UST, former LUST, ASTs, hazardous waste generator	EC, HREC	Industrial	1 (2)	1 boring between the property boundary and NS tracks
S.J.Smith Company/D&R Welding Co. (1980 Brush College Rd)	Former USTs, former LUSTs, septic system	HREC	Industrial	2 (4)	1 boring on west side near Brush College, 1 boring on east side
Stripmasters/Bulldog Bedliners/Continental Baking Co. (1940 Brush College Rd) (Parcel 13-08-101-004)	Former USTs, Former LUST, potential chemical spills	HREC	Industrial	2 (4)	1 boring on west side near Brush College, 1 boring on east side
Rendezvous Bar & Grill (1880 N Brush College Rs)	None	NA	Commercial	1 (2)	1 boring near Brush College

Exhibit A

Property Identification (Address)	Concern	REC?	Land Use	No. of Borings (total samples)	Comments
Parcel 13-08-101-004					
Ameren Illinois electrical Substation (1840 College Brush Rd) Parcel 12-08-102-012	Potential PCBs	Yes	Industrial	4 (8)	1 boring on each side
Former Irvin's Coal Co (1830 College Brush Rd) Parcel 13-08-103-102	Coal	Yes	Industrial	0	See Ameren
Former JDM Sandblasting/Powell Manufacturing Co. (3900 East Olive St) Parcel 13-08-102-013	Improper waste disposal, potential oil and chemical spills	Yes	Industrial	2 (4)	1 boring to the north and 1 boring to the south
Giles (4021 E Logan)	Potential oil and chemical spills, waste tires, potential asbestos	EC	Industrial	1 (2)	1 boring near Logan Street
DCP Machines (4007 East Logan Street)	Potential oil and chemical spills	NA	Industrial	1 (2)	1 boring along Logan Street
Cell Phone Towers (4092 or 4029? East Logan Street)	None	NA	Industrial	1 (2)	1 boring near Logan Street
Former Gravel Pit (east of North James St)	Unknown backfill material	EC	Industrial	1 (2)	1 boring on the north side/south of Faries
Ron's Garage/Socony Vacuum Oil Company (3800 East Hickory Street) Parcel 13-08-151-001	Potential oil and chemical spills	Yes	Industrial	2 (4)	1 boring NW of bldg. and 1 boring SW of bldg

Exhibit A

Building Demolition - Asbestos Containing Materials / Lead based paint Survey

Asbestos-containing materials (ACM) Survey

AECOM will conduct a U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA)-type asbestos survey of the interior of the subject building. AECOM's representative, an Illinois certified ACM inspector, will walk through safe and accessible areas of the subject building to identify suspect ACM. Locations and coverage of suspect ACM will be recorded on a drawing or floor plan. The suspect ACM will be grouped into homogenous sample areas (HSAs). A homogenous area, for sampling purposes, is one which contains material that appears to be similar by texture and/or color and was applied during the same general time period.

Once an HSA of suspect ACM has been identified, the inspector will qualify the materials for accessibility, friability, and condition, and collect samples within the suspect HSA at random locations. The quantity of samples collected from each suspect HSA will be determined in general accordance with AHERA. Where applicable and if present, bulk samples will be collected of surfacing materials. Thermal System Insulation (TSI) and *miscellaneous* materials, by AHERA definition, will be sampled in triplicate. AECOM will supply a step ladder; however, mechanical lifts are not intended to be used nor supplied by AECOM during the survey.

Where possible, samples will be collected to the full depth of the potentially affected area or substrate. AECOM will try to collect samples of each HSA in areas where there is current damage. AECOM will also use its industry practices to minimize the potential for visual emissions to escape to the outside air during the collection, packaging, transportation and deposition of bulk samples.

Bulk samples will be sent to a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory for analyses. Sample analyses will be conducted utilizing Polarized Light Microscopy (PLM) in accordance with EPA method 600. Sample turnaround will one week from laboratory receipt, unless expedited analysis (for an additional fee) is requested.

To reduce sample analysis costs, sample analysis will be performed on a 'test-until-positive' basis for each HSA. The laboratory will analyze the first sample of each HSA series. If this sample tests positive for asbestos, then no additional samples of the series will be analyzed. If the first sample tests negative for asbestos, then additional samples in the same HSA series will be analyzed until a sample tests positive. If all samples in a series test negative for asbestos, then the material will be considered non-asbestos containing.

Lead Based Paint (LBP) Survey

Concurrent with the asbestos survey, AECOM will collect paint chip samples from representative interior and exterior building materials. The number and frequency of samples collected will be a factor of the number of different paint colors in each substrate. Paint chip samples will be analyzed by a qualified laboratory utilizing Atomic Absorption Spectroscopy (AAS) by EPA Method 6010. Sample turnaround will be one week from laboratory. AECOM anticipates the collection of 35 paint chip samples during the survey.

AECOM will differentiate painted areas that are intact (fully attached to substrate) and can be demolished "as is", and areas where paint has become detached from the substrate and will require proper abatement prior to demolition. AECOM will also define a category of paint condition that borders the intact/detached categories and that may or may not require abatement. Based on the analytical results from the above samples, AECOM will develop an inventory of building areas with LBP.

Exhibit A

ACM-LBP Letter Report

AECOM will prepare an electronic letter report for each building, summarizing the ACM and LBP survey methodology and findings. The report will include pertinent data including a building description, a summary of findings, and recommended response actions.

The ACM and LBP survey data will be provided within a table in the survey report. The table will include fields for HSA identification numbers and material descriptions, sample identification numbers and locations and approximate quantities. Report attachments will include digital photographs, laboratory reports, and sample chain-of-custody forms.

ACM-LBP Survey Assumptions

The proposed cost and schedule is based on the following assumptions:

Roofing: AECOM will not sample roofing materials without written authorization from building owners, as roof sampling can damage roofs and void warranties. AECOM will not sample roofing materials unless safe access to the roofs can be provided, and the buildings are unoccupied and no longer in use. If these conditions are not met, roofs are excluded from this scope of work and will need to be sampled at a later date.

- AECOM will be provided access to all seven buildings during a predetermined survey period under one mobilization. Areas not readily accessible during the predetermined survey period will not be evaluated and will be noted in the report.
- For purposes of costing, our proposal assumes the survey can be completed in five 10-hour days (excluding travel) and laboratory analysis will be placed on a one week turnaround.
- Asbestos-containing materials (ACM) sampling will generally follow U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA) protocols with a minimum of three samples of each suspect material collected and submitted for laboratory analysis.
- Bulk ACM samples will be submitted under chain-of-custody to an accredited laboratory for analysis utilizing Polarized Light Microscopy (PLM) in accordance with EPA method 600.
- To reduce ACM sample analysis costs, sample analysis will be performed on a 'test-until-positive' basis for each HSA. The laboratory will analyze the first sample of each material series. If this sample tests positive for asbestos, then no additional samples of the series will be analyzed. If the first sample tests negative for asbestos, then additional samples in the same series will be analyzed until a sample tests positive. If all samples in a series test negative for asbestos, then the material will be considered non-asbestos containing.
- Suspect ACM materials will be sampled in inconspicuous areas only if possible. Sample locations will not be repaired to match existing finishes.
- One paint chip sample of each damaged paint type will be collected. Sample locations will not be repaired to match existing finishes.
- Paint samples will be submitted under chain-of-custody to an accredited laboratory for analysis by Flame Atomic Absorption (AA) EPA Method SW 846 3050B/7000B.
- Costs for collection of greater than the assumed number of samples will be charged on a unit cost basis of \$10.00 each upon client authorization.

Exhibit A

Geotechnical Investigation

Update Soil Geotechnical Report (SGR) for LRFD

Review SGR report prepared in Phase I and update with the latest IDOT Geotechnical Manual. The report will need to be updated for the Seismic parameters and the driven H-pile lengths to conform to the latest guidelines.

Obtain seven additional borings. Three deep borings (130 feet) to obtain Pier 2 data and deeper soil data for the bridge and four shallow borings (25 feet) to obtain additional data for 200-foot-spacing coverage for MSE walls 003, 004, 006. Attached is the proposed boring location plan. SKS prepared a cost estimate for these additional borings. AECOM Geotechnical Engineer will check the slope stability, MSE wall stability, and settlement analysis based on the new boring data. AECOM will need to update SGR text, figures, and appendices.

Roadway Geotechnical Report (RGR)

Subsurface Exploration: Forty-One (41) soil borings (630 lineal feet of total overburden drilling).

- Roadway Borings (150 lineal feet): Twenty-five (25) Roadway Borings to 6-foot depths obtained at approximately 300-foot intervals for proposed Ramps, Access Road(s), and improvements to Brush College Road and Faries Parkway to project limits. Pavement Cores will be taken on representative samples of existing pavements as part of this effort.
- Mast Arm/RR Signal Borings (480 lineal feet): Sixteen (16) Mast Arm/RR Signal Arm Borings to 30-foot depths drilled near new Mast Arm, or Railroad Signal Arm locations within the project limits.

Roadway Geotechnical Report (RGR) preparation for the roadway improvements and reconstruction of Brush College Road over Faries Parkway, including boring logs and soil profiles for the ramps and Access road(s). Report will include recommendations for pavement support and Mast Arm/Signal Arm foundations.

Notes for this task:

- AECOM will provide KEG the boring staking services, including stationing and elevation references, based upon a boring plan developed in conjunction with KEG.
- Site visits are included in our estimates for oversight prior to, during, and at completion of field operations.
- A KEG geologist/engineer will be present in the field during the drilling operations and will log the borings and perform field Rimac tests, as applicable.
- Hollow stem augers and mud-rotary techniques will be used for the borings.
- Standard Penetration Tests (SPT) will be taken for each boring at 2.5-foot intervals to termination.
- Eight Shelby tubes (ST) will be taken at various boring locations based on soil conditions encountered during drilling and as directed by KEG personnel for the Mast Arm borings.
- Four bulk samples of the soils will be obtained for the RGR for Illinois Bearing Ratio tests.
- During drilling of the borings, traffic control will be used as necessary.
- Laboratory testing will be performed and boring logs prepared. Laboratory tests will include classifications, moisture contents, and Rimac strength tests, as well as additional tests including:
 - 28 Atterberg limits;
 - 28 Sieve analysis with hydrometer;
 - 8 Unconfined Triaxial strength tests;
 - 4 One-Dimensional Consolidation Tests
 - 8 Dry density tests.
- The drilling and laboratory services will be performed by Wang Engineering, Inc., based out of Lombard, Illinois.

Exhibit A

- Union Drilling personnel will be provided, including coordination with the respective Local Representatives.

Drainage Memorandum

For the main Brush College Corridor AECOM has asked WHKS to provide drainage design and plans. Since a Phase I drainage report was not completed, the scope of work will include analyzing the existing or baseline conditions and providing a report. The existing storm sewer system will be modeled with dynamic SWMM software, which after calibration will become the basis for the proposed models. The proposed conditions, including temporary conditions, will be added to models to determine impact to existing drainage system. New drainage components will be designed for current standards however temporary detention may be required. Temporary/permanent detention will be evaluated as option to control flow to the existing systems since the project will be built in stages. Side road storm sewer not being replaced will be assumed flowing full in the analysis of main trunk lines. Consideration will be given to moving storm water from project to the east, which may increase flow at east outlets. Limits will include project limits except the existing storm sewer south along BCR will be studied to the first outlet just south of Cerro Gordo St. The need for detention is not anticipated therefore no detention design is included in this scope of work.

Interconnect Report

A determination as to whether the traffic signal at Faries Parkway and the Jug Handle Ramp Connector will need to be interconnected to the CN Railroad Flashing Lights and Gates system. This determination will be made through coordination with the ICC. Intersections such as these are reviewed on a case by case basis by the ICC. Work will include an update the existing railroad crossing preemption report for Brush College & Faries Parkway and coordination with the local power utility company to provide electrical service to the traffic signals. Coordination with the ICC and CN Railroads on the interconnection and report will be required.

Task 00400 Phase II Design - Plans Special Provisions and Estimates

Roadway Design

1. Perform a field check of the project limits. Revise the existing topography file if necessary.
2. Take pictures throughout the project limits and create a photo log.
3. Adjust Phase I profiles to comply with ADA requirements giving consideration to construction tolerances.
4. Finalize preliminary pavement design from Phase I. Assume three (3) pavement designs: Brush College Road, Faries Parkway, and the Jug Handle Connector Ramp. The following roadways will be designed as township roadways; Harrison Avenue West, Harrison Avenue East, Olive Street, Cemetery Access Road, Logan Street, and N. James Street.
5. Establish final roadway geometry at "tie-in" points at ends of project.
6. Revise Phase I profiles to match beginning and ending points of the project.
7. Incorporate closed drainage system from the storm sewer model into roadway design for Brush College Road and Faries Parkway.
8. Incorporate open drainage system for all other roadways.

Exhibit A

9. Develop horizontal and vertical geometry for the N. James Street improvements between Faries Parkway and E. Logan Street.
10. Develop horizontal and vertical geometry for the Olive Street cul-de-sac improvements.
11. Develop horizontal and vertical geometry for the design of the new Harrison Ave west road between Brush College Road and the existing Harrison Avenue.
12. Develop horizontal and vertical geometry for the design of the new Cemetery Access road between the existing Harrison Avenue east and the cemetery.
13. Determine sign locations on structures for contract improvements and future improvements at Faries Parkway.

Structural Design

The overpass structure will be designed in accordance with the latest AASHTO LRFD Bridge Design Specifications, the Illinois Department of Transportation (IDOT) Bridge Manual, and the Norfolk Southern Public Projects Manual.

Overpass Design – Superstructure and substructure

Perform design of all elements of superstructure and substructures, including deep foundation elements. From the current SGR, it is anticipated that steel H piles will be utilized for the deep foundations. Following items are included in the design:

1. Deck design and detailing.
2. Girder design and detailing.
3. Cross Frames and Diaphragms as required.
4. Pier and Abutment Design and detailing, including any crash walls required at the piers adjacent to railroad.
5. Design and detail approach slab.
6. Prepare Specifications.
7. Prepare quantity calculations.

MSE Retaining Walls

At both approaches to the bridges, retained earth fill will be supported by the Mechanically Stabilized Earth Retaining (MSE) walls. Following items are included in the design:

1. Finalize retaining wall layout and provide information at all break points along the wall.
2. Investigate stage construction details for construction of walls, including interaction with potential future overpass over the NS yard.
3. Prepare general plan and elevation sheets.
4. Prepare cross section and wall detail sheets.
5. Prepare moment slab plan and elevation sheets, as required.
6. Prepare quantity calculations.

Exhibit A

Miscellaneous Structure Design

1. Identify areas of the existing retaining walls along the CN/ICRR at north-west quadrant of the intersection of Brush College Road and Faries Parkway. The proposed MSE wall appears to be very close to the existing sheet pile wall. This task will verify if any surcharge loads are imposed to the existing wall along the railroad property.

Drainage Design

Drainage Modeling, Analysis and Study-Existing

1. Collect and review available information (studies, maps, reports, flow records, plans, IDNR correspondence, etc.) relating to the storm sewer and drainage system.
2. Review any previous storm sewer or drainage studies provided by City Staff. Collect information on known drainage problems throughout the project limits.
3. After review of the existing information, complete a “big picture” field review to verify the overall drainage. Also include subsequent field visit to verify drainage basin parameters, collection system size location, culvert / bridge sizes and locations, and any other modeling parameters included in the existing drainage studies.
4. Coordinate pickup survey based on field visits or information needed for modeling.
5. Determine existing hydrology and perform run-off calculations for existing conditions.
6. Build dynamic Storm Water Management Model (SWMM) using Civilstorm, XPSWMM or equivalent program of existing system. Calibrate model with any known information provided by City or Stakeholders.
7. Prepare existing drainage memorandum and provide to AECOM for ITR and then to City for review and concurrence. Incorporate comments from ITR and City review into final existing drainage memorandum for project. See limits/exclusions below.

Drainage Modeling, Analysis and Study-Proposed

1. Determine proposed drainage areas, hydrology and determine run-off calculations for proposed conditions.
2. Evaluate the existing outfalls to determine their suitability for continued use and sensitivity to increase in rate and volume of runoff from the project. Justification will be included to support the findings of either providing detention or omitting it. Review of moving a portion of the proposed run-off to east outlet. Include impacts on existing 72” RCP and 84” CMP. No redesign of those culverts assumed.
3. Build dynamic Storm Water Management Model (SWMM) using Civilstorm, XPSWMM or equivalent program for proposed system.
4. Perform the hydrology and hydraulics calculations to size the storm sewer trunk lines and drainage structures from Faries Parkway to tie-in location on BCR.
5. Determine impacts from proposed system on existing system and evaluate temporary/permanent detention pond. Design of one (1) temporary/permanent detention pond assumed.

Exhibit A

6. Compute the inlet spacing and gutter flow capacities for the proposed roadway pavement to meet the encroachment requirements from IDOT, and establish the drainage structure and storm sewer schedules.
7. Design ditches and Entrance culverts. The culvert locations and inverts will be designed to meet final grading work performed in the final design stage. Culvert design will meet the IDOT design requirements.
8. Design the bridge scupper system and coordinate information with AECOM for development of plans and details by bridge designer. Establish the schedules for the scupper system.
9. Design temporary drainage and interim drainage to accommodate the construction phasing and maintenance of traffic requirements.

Utility Coordination

1. Request J.U.L.I.E. design locate and create utility company contact data base including contact names, addresses, telephone numbers and e-mail addresses.
2. Submit Utility Exhibit to all known utility companies within the project limits. The Utility Exhibit will include the existing topo, alignments and existing utility information as surveyed.
3. Review As-Built Plans and/or Utility Exhibit markups provided by the utility companies.
4. Review Phase I information.
5. Field check the project, if necessary, to verify water meter, gas meter, fire hydrant, etc. locations if there is a discrepancy between the surveyed data and the information provided by the utility companies.
6. Revise existing utility locations based on field check. Submit Preliminary Plans to utility companies showing revised utility locations.
7. Track all utilities in a spreadsheet and coordinate status of utility adjustments.
8. Prepare status of utilities special provisions.
9. Coordination with Ameren
 - a. Meet with Ameren to determine criteria, preferences, etc. for new substation.
 - b. Determine new substation location.
 - c. Identify overhead power line conflicts and submit Preliminary Utility Plans showing conflicts to Ameren.
 - d. Determine new right-of-way for relocated overhead power lines.
 - e. Identify gas line conflicts and submit Preliminary Plans showing conflicts to Ameren.
 - f. Coordinate conflicts with Ameren.
 - g. Show relocated gas lines on the Utility Plans. Note the proposed gas lines will be relocated by others. Gas Line Relocation Plans and all permits will be completed by Ameren.
10. Coordination with Norfolk Southern
 - a. Meet with Norfolk Southern at the site to identify all railroad utilities to be adjusted.
 - b. Identify all utilities to be placed on Norfolk Southern property.

Exhibit A

- c. Establish locations of pits for jacking and boring utilities under the Norfolk Southern rail tracks.
- d. Submit Preliminary Utility Plans to Norfolk Southern.
- e. Review NSCE-8, *Specifications for Pipeline Occupancy of Norfolk Southern Corporation Property*, for compliance.
- f. Prepare and submit bore and jack application with fee and plans to Norfolk Southern (nspipeandwire.com). It is assumed the City will enter into the permanent agreements and pay the required fees when the applications are submitted.
- g. Make submittals to www.pipeandwire.com as required.

11. Coordination with Canadian National

- a. Meet with Canadian National at the site to identify all railroad utilities to be adjusted.
- b. Identify all utilities to be placed on Canadian National property.
- c. Establish locations of pits for jacking and boring utilities under the Canadian National rail tracks.
- d. Submit Preliminary Utility Plans to Canadian National.
- e. Review CN *Specifications for Pipeline Occupancy of Canadian National Corporation Property*, for compliance.
- f. Prepare and submit bore and jack application with fee and plans to Canadian National. It is assumed the City will enter into the permanent agreements and pay the required fees when the applications are submitted.
- g. Make submittals CN to as required.

12. Coordination with ADM

- a. Identify utility conflicts and submit Preliminary Plans showing conflicts to ADM.
- b. Coordinate conflicts with ADM.
- c. Attend meetings with ADM to coordinate relocation of their utilities.

13. Coordination with City of Decatur

- a. Identify water line conflicts and submit Preliminary Plans showing conflicts to the City of Decatur.
- b. Coordinate water line conflicts with the City of Decatur.
- c. Prepare Water Line Relocation Plans and IEPA Permits.
- d. Identify sanitary sewer conflicts and submit Preliminary Plans showing conflicts to the City of Decatur.
- e. Coordinate sanitary sewer conflicts with the City of Decatur.
- f. Prepare Sanitary Sewer Relocation Plans and IEPA Permits.

14. Coordination with fiber optic utility company

- a. Identify utility conflicts and submit Preliminary Plans showing conflicts to the utility company.
- b. Coordinate utility conflicts with the utility company.

Exhibit A

- c. Show proposed relocated fiber optic utility line on the Utility Plans. Note the proposed fiber optic utility lines will be relocated by others. Fiber optic Relocation Plans and all permits will be completed by the utility company.
15. Coordination with telephone utility company
- a. Identify utility conflicts and submit Preliminary Plans showing conflicts to the utility company.
 - b. Coordinate utility conflicts with the utility company. Determine if phone lines can be carried on overpass or if they must be placed in conduit to be bored and jacked under railroad.
 - c. Show proposed relocated telephone utility lines on the Utility Plans. Note the proposed telephone utility lines will be relocated by others. Telephone line Relocation Plans and all permits will be completed by the utility company.
16. Coordination with cable utility company
- a. Identify utility conflicts and submit Preliminary Plans showing conflicts to the utility company.
 - b. Coordinate utility conflicts with the utility company.
 - c. Show proposed relocated cable utility lines on the Utility Plans. Note the proposed cable utility lines will be relocated by others. Cable utility lines Relocation Plans and all permits will be completed by the utility company.

Assumptions made for Water and Sanitary Sewer Relocation:

1. The hours and fee estimate proposal is based on the relocation of approximately 2,000 feet each of 24" and 16" water mains (4,000 feet total) and approximately 1,000 LF of sanitary sewer
2. The relocation is between approximately Sta. 70+00 and Sta. 50+00 on the Phase I plans.
3. The relocated water mains will be in close parallel alignment through the length of the project as currently shown on the plans.
4. The proposal does not include the relocation of any water mains under the Norfolk Southern Rail yards as this portion of the project is not funded at this time.
5. At Sta. 50+00 on the south end of the project, we propose to connect the relocated mains on the east side of the right-of-way back to the existing water main(s) on the west side of the right-of-way.
6. The relocated water mains will be ductile iron pipes.
7. Any soil borings or Geotech reports required for the water main design and/or the railroads involved are not included at this time in this proposal.
8. The proposal does not include providing any of the possible permitting requirements by railroads such as dewatering plan/vibration monitoring/shoring plan/settlement monitoring, etc.
9. The proposal does not include any structural hours that may be required for shoring or earth retention systems that may be required for the water main relocation.
10. The proposal assumes the preparation of 13 plan sheets at 20 scale as described below:
 - a. 4 – water main plan (16"&24" wms) and profile (24" wm) sheets
 - b. 2- water main profile sheets (16" wm)
 - c. 2- sewer plan and profile sheets
 - d. 3- detail sheets (hydrants, valves, manholes, legend, etc.)
 - e. 1-water main general notes
 - f. 1-sequencing of construction (keep existing mains in service)
11. The proposal assumes 3 submittals for preliminary, pre-final and final plan sets.
12. The proposal does not include any hours for hydraulic modeling of existing and proposed water mains for adequacy or sizing for service requirements.

Exhibit A

Concerns with Phase I utility relocations layout as shown:

The close proximity of railroad tracks in some areas of the proposed preliminary water main relocation alignment is a cause for concern. Preliminary investigation of the requirements of the two railroads involved indicate that temporary and/or permanent shoring may be required to prevent movement of the tracks. As mentioned above in Notes 8 and 9, the proposal does not include hours to address the possible structural design and specialized permitting requirements of the railroads involved. The design of the structural elements required can be done by the Contractor during the permitting and construction approval process between the contractor and the railroad.

CN Railroad Track Realignment

Railroad track realignment is required for approximately 1000 feet of the CN Railroad just north of Faries Parkway along the west side of Brush College Road. The realignment plans will be designed and plans will be provided to the CN Railroad for review. It is anticipated that the design layouts will be provided to the CN Railroad for installation by railroad forces.

Roadway Lighting Design

The work outlined below is for preparation of a single set of construction bid documents. The documents will define the electrical work required for the installation of new roadway and underpass lighting systems for Brush College Road (BCR) from Station 50+00 to Station 78+00, the Jug Handle connector and five associated intersections. It is anticipated that the Township lighting along Faries Parkway will not be impacted by this project and will not be included in the lighting design.

The five intersections include the Jug Handle connector with BCR, Faries Parkway and Logan Avenue; and BCR with both Harrison Avenue West and Harrison Ave East. No other intersection lighting will be included in the roadway lighting design.

The lighting design will be based on and installed per IDOT Standards, include installing standard IDOT light poles, concrete foundations, mast arms, LED luminaires, lighting controller(s), handholes, new utility service feeds, conduits, wires and all associated mounting hardware.

Photometric calculations will be performed to determine the optimum roadway light pole spacing for typical roadway sections for BCR. Calculations will also be run for the five intersection configurations and the underpass where BCR is routed over Faries Parkway. The calculations will be performed with AGI32 software. The lighting design will follow the recommendations outlined in IESNA/ANSI RP-8-14 *Roadway Lighting* and IDOT lighting design criteria. A lighting study will be developed based on the results of the lighting calculations. The study will provide recommended light pole spacing to meet the established Luminance/Illuminance target values.

Contract Documents will be provided for three submittals for review and comment. The documents will include the following work:

- AECOM will coordinate with the local electric utility company to ascertain the electrical service location, voltage and local requirements for providing power to new roadway lighting controllers.
- Temporary lighting plans (if required) will be developed to illuminate the BCR roadway from Station 50+00 to Station 78+00 during the stages of construction for the project.
- Proposed lighting plans will be developed to show the locations of the permanent light poles, handholes/manholes, controllers, conduits, cables and electrical utility service connections.

Exhibit A

- Proposed underpass lighting plans will be provided to show the locations of the new underpass luminaires, junction boxes, conduits, cables and associated mounting hardware.
- Lighting controller wiring schematics will be developed to show the circuiting for the new lighting systems.
- Miscellaneous electrical details will be provided to describe all electrical installations not included in and covered by IDOT Standards.
- The necessary IDOT Electrical Standard Details will be provided and referenced into the design plans.
- Material take-offs and estimates of probable construction costs will be provided in the documents.
- Quantity books will be created for the Final Submittal electrical pay items and quantities. The pay items will use IDOT's Standard numbering format to clearly identify the work.
- Special Provisions will be developed for pay items not covered by the IDOT *Standard Specifications for Road and Bridge Construction*, adopted January 1, 2019.
- Voltage drop calculations will be performed to determine wire and conduit sizes based on the connected electrical loads to each lighting circuit.

Assumptions: The lighting engineering estimate and design scope are based on the following assumptions.

- The lighting design will be based on IDOT Standards and lighting design criteria wherever possible.
- It is also anticipated that there will be no impacts to the existing township lighting on the east leg of Faries Parkway and no lighting design will be provided for Faries Parkway.
- No lighting will be included for the intersection of James Street and Faries Parkway.
- No lighting will be provided for East Harrison Avenue.
- No pathway lighting work will be included in the Contract Documents.
- The roadway lighting design will be coordinated with the traffic signal design. Mast arms and luminaires will be installed on the traffic signal poles (combination poles) where ever deemed appropriate to reduce the number of light poles at intersections.

Traffic Signal and Railroad Warning Lights and Gates Improvements

Two permanent traffic signal locations are anticipated for this project. The intersections are, Faries Parkway with the new Jug Handle Connector Ramp and Brush College Road with the new Jug Handle Connector Ramp.

Railroad warning lights and gates will be designed for two locations. Faries Parkway across the CN tracks and the new Harrison Avenue West intersection across the CN track.

Proposed traffic signal plans will be developed for the intersection of Faries Parkway with the new Jug Handle Connector Ramp.

Proposed traffic signal plans will be developed for the intersection of Brush College Road with the new Jug Handle Connector Ramp. Interconnection with the lower ramp traffic signal will be included.

Railroad warning lights and gates will be designed and reviews with the railroad and ICC will be provided. The design layouts will be provided to the CN Railroad for installation by railroad forces. Two locations are anticipated. Faries Parkway across the CN tracks and the new Harrison Avenue West intersection across the CN track.

Work items to include:

Exhibit A

Removal of existing traffic signal equipment and one (1) temporary traffic signal at Brush College & Faries Parkway for use during three stage of construction.

Design of two (2) permanent traffic signals at the two new Connector Ramp intersections. Establish proposed traffic signal locations for two permanent traffic signals at the intersection.

Permanent signal design elements include traffic signal foundation and pole placement, underground conduit and access point design, signal heads and cabling, detection, pedestrian facilities, and control equipment including power service.

Design of a fiber optic interconnect between the new traffic signals.

Design will follow IDOT traffic signal design conventions.

Develop plan sheets for permanent traffic signals.

Develop permanent traffic signal cable plan sheet.

Develop special provisions for any special items or work related to above items.

Develop/check quantity calculations for the above described work in items.

Work will also include coordination with the Interstate Commerce Commission (ICC) to update the existing railroad crossing preemption report for Brush College & Faries Parkway and coordination with the local power utility company to provide electrical service to the traffic signals.

Pavement Marking and Sign Design

Prepare Pavement Marking and Signing Plan Sheets, including quantities, schedules, and special provisions, check sheets for PS&E.

Waterway Permitting

Prepare Section 404/401 Permit Applications – It is anticipated that a joint 404 Nationwide Permit will be sought for this project for intermittent stream crossings.

Prepare a Section 402 NPDES Permit – A NPDES permit for stormwater discharges including a Storm Water Pollution Prevention Plan (SWPPP) will be prepared. The project will result in the disturbance of one or more acres of total land area. As a result, it is subject to the requirement for a National Pollutant Discharge Elimination System (NPDES) permit for stormwater discharges from the construction site.

Design for Erosion Control - Storm Water Pollution Prevention Plan (SWPPP)

1. Prepare erosion control plan.
 - d. Verify limits of construction identify potentially erosive areas and determine BMP (Best Management Practices) treatments for each construction stage.
 - e. Determine permanent post construction BMP treatments.
 - f. Determine plan sheet layout.
2. Prepare erosion control – general items sheet
 1. List BMP pay items used.

Exhibit A

3. Prepare SWPPP sheet(s).
 - a. Perform soils study from NRCS soil survey maps.
 - b. Identify existing drainage systems and owners.
 - c. Determine sensitive environmental resources.
 - d. Determine potential pollutants and controls.
 - e. List stabilizing and structural practices to be used along with construction, maintenance and inspection schedules.
4. Prepare erosion control sheets.
 - a. Prepare plan sheets showing detailed BMP requirements for each stage of construction.
5. Prepare & check quantity calculations.

Construction Phasing and Traffic Control

1. Develop traffic control scheme for Stage construction.
2. Develop detour routes for periods when Brush College Road will need to be closed. Detour Route Plans will include temporary signs, locations of temporary signs, location of barricades and work zones. Roadway and geometric improvements are not anticipated for detour routes. The City of Decatur will provide as-built plans or the detour routes.
3. Prepare Traffic Control General Notes.
4. Prepare Traffic Control Sequence of Construction.
5. Prepare Traffic Control Typical Sections for all stages of construction. Typical sections will be created for each roadway carrying construction traffic.
6. Prepare Traffic Control Plans as described in Chapter 63 of the IDOT Bureau of Design & Environment (BDE) Manual.

Right-of-Way Documents

Preparation of Right of Way Plats for use by the City's right of way appraiser / negotiator will be included in this proposal. It is assumed there are approximately 38 properties listed in the table **Impacted Properties - Brush College Road Over Faries Parkway & NS Railroad**.

Coordination is expected with the City of Decatur throughout the Projects time frame along with scheduled meeting to discuss the projects development, schedule and process to keep the project moving forward. It is anticipated to coordinate with the Norfolk and Southern Railroad, the Canadian National Railroad and ADM on the potential impacts to the right of way and respective facilities within the proposed project limits.

Office efforts to analyze the field information and prepare land Acquisition documents for those parcels affected by the project. The following is part of that effort.

- Process field data and prepare an overall DGN file of the existing right of way and boundary lines.
- Conduct right of way and boundary analysis of the data collected in the field and establish those right of way and boundary lines of properties potentially affected by the project.

Exhibit A

- Establish proposed right of way lines and easements required to construct and maintain the project infrastructure, giving consideration to construction access and material storage areas.
- Prepare individual plat of acquisition and legal descriptions for required parcels.
- Conduct review of the land acquisition documents.
- Prepare right of way plans for NS Railroad as part of the final documents.

Prepare Roadway Plans

1. All sheets will be prepared as described in Chapter 63 of the IDOT BDE Manual.
2. Prepare Cover Sheet.
3. Prepare Index of Sheets, List of District/City Standards, List of IDOT Standards, and the Mixture Requirements Table.
4. Prepare General Notes and Commitments Sheet.
5. Prepare Summary of Quantities Sheets. Assume multiple funding sources.
6. Prepare Existing Typical Section Sheets for Brush College Road, Faries Parkway, Olive Street, Logan Street, James Street, and Harrison Ave.
7. Prepare Proposed Typical Section Sheets for Brush College Road, Faries Parkway, Olive Street, Logan Street, James Street, Harrison Ave and the Cemetery Access road.
8. Prepare Schedule of Quantities Sheets.
9. Prepare Alignment, Ties and Bench Mark Sheets.
10. Prepare Removal Plans.
11. Prepare Roadway Plan and Profile Sheets.
12. Prepare Entrance Details, Curb and Gutter Transition Details, Butt Joint Details, Cul-De-Sac Details and Miscellaneous Details.
13. Prepare Drainage Schedule.
14. Prepare Drainage Plan and Profile Sheets.
15. Prepare SWPPP and Erosion Control Sheets.
16. Prepare miscellaneous Drainage Details.
17. Prepare Utility Plan and Profile Sheets.
18. Prepare water main relocation and bore and jack permits.
19. Prepare sanitary sewer relocation and bore and jack permits
20. Prepare Miscellaneous Utility Details.
21. Prepare Water Main Relocation Plan and Profile Sheets.
22. Prepare Sanitary Sewer Relocation Plan and Profile Sheets.
23. Prepare Water Main Detail Sheets.
24. Prepare Sanitary Sewer Detail Sheets.
25. Prepare Intersection Detail Sheets.
26. Prepare Pavement Marking and Signing Plan Sheets.

Exhibit A

27. Prepare Lighting Plan and Detail Sheets.
28. Prepare Traffic Signal Plan and Detail Sheets.
29. Prepare Soil Boring Key Map Sheet.
30. Prepare Soil Boring Log Sheets.
31. Prepare Cross Sections Sheets.

Prepare Booklet & Submittals

1. Compile and review pay item quantity sheets.
2. Prepare special provisions.
3. Insert City of Decatur Standard Drawings.
4. Prepare estimate of cost. (Breakdown for various funding sources.)
5. Prepare estimate of time.
6. Prepare Preliminary plan package and submit to City of Decatur, IDOT, Utility companies, Norfolk Southern and Canadian National Railway.
7. Address Preliminary Plan review comments.
8. Prepare Prefinal plan package and submit to City of Decatur, IDOT, Utility companies, Norfolk Southern and Canadian National Railway.
9. Address Prefinal Plan review comments.
10. Prepare final plan package and submit to City of Decatur, IDOT, Utility companies, Norfolk Southern and Canadian National Railway.

Task 00500 City and Stakeholder Coordination

City and Stakeholder coordination initiated during Phase I of this project will be continued during this Phase II project. Concerns with Stakeholders will be discussed and reviewed with the City during the initial portion of this project. Public Update meetings will be scheduled through the City. It is anticipated that there will be two Public Update meetings during the course of the project.

This task will involve project progress and coordination meetings to be held with the City of Decatur.

Prepare for and conduct project kickoff meeting.

Exhibit A

Task 00600 Project Mangement

Project Management

The following tasks will be performed as part of the project management for the project:

1. Prepare Work Authorization Form (WAF) based on approved manhours and tasks.
2. Prepare project tracking spreadsheets.
3. Prepare Project Execution Plan (PXP).
4. Prepare Safe Work Plan for Topographic and Right-of-Way Survey.
5. Monthly progress report and updates to graph showing actual expenditures relative to budgeted will be prepared and submitted with the invoices.
6. A record of all project communication, coordination, transmittals and submittals will be documented, logged and maintained.
7. Schedule staff assignments, monitor budgets and manage development of deliverables and timeline.
8. Conduct internal staff and team meetings.

Task 00700 QA/QC ITR

QA-QC ITR

The following key tasks will be performed as part of a comprehensive project specific QA/QC plan:

1. Prior to making submittals, independent technical reviews (QA reviews) will be made of deliverables.
2. All project correspondence will be logged, filed, and maintained in a central file.
3. Copies of all outgoing and incoming transmittals and submittals will be logged and stored in a centralized project file.
4. Copies of all incoming and outgoing e-mail correspondence will be saved and maintained in a single centralized project e-mail database.
6. Disposition of all review comments from internal QC and QA reviews and review comments on submittals by outside parties will be made using a color coding system applied to hard copies of review comments with those hard copy dispositions logged, filed, and stored in a centralized project QA/QC file.

Exhibit A

Construction Phase Support

Phase III construction services are to be negotiated under a separate agreement or supplement. Minimum hours are included here for initial support during the transition.

1. Attend pre-construction meeting
2. Check shop drawings
3. Respond to RFI's

Exhibit A

IMPACTED PROPERTIES - BRUSH COLLEGE ROAD OVER FARIES PARKWAY & NS RAILROAD

ID #	Property Owner Name	Site Address	Business Name (If Applicable)	Parcel PIN Number	Type of Property Impact
1	RJS Family Partnership	1980 N. Brush College Rd.	S. J. Smith Company	13-08-101-013	Full Take
2	John R. Van Dyne	1940 N. Brush College Rd.	Stripmasters Bulldog Bedliners	13-08-101-004	
3	First State Bank of Bloomington	1880 N. Brush College Rd.	The New Back Door	13-08-102-001	
4	Darryl & Jeremy Szczelaszyk	3907/3915 Faries Pkwy.	Cheap Ass Auto Repair	13-08-101-002	
5	Alvin I. Cohen & Carl D. Blazier			13-08-101-005	
6	Alvin I. Cohen & Carl D. Blazier	3925 Faries Pkwy.	The Poor House	13-08-101-006	
7	Archer Daniels Midland Co.	3925 E. Logan St.		13-08-102-002	
8	Illinois Power Co. (Ameren)	1840/1870 N. Brush College Rd.	Electric Substation	13-08-102-012	
9	Don Roderick Inc.	3902 E. Olive St.		13-08-102-013	Potential for ROW and TCE's
10	Archer Daniels Midland Co.	3943 E. Logan St.		13-08-102-003	
11	Leroy Walson	3941 Faries Pkwy.		13-08-101-008	
12	Leroy Walson	3941 Faries Pkwy.		13-08-101-009	
13	Archer Daniels Midland Co.	4083 Faries Pkwy.		13-08-101-010	
14	Leroy Walston	4147 Faries Pkwy.		13-08-101-011	
15	Leroy Walston	4000 E. Logan St.		13-08-101-012	
16	Archer Daniels Midland Co.	4187 Faries Pkwy.		13-08-126-001	
17	Archer Daniels Midland Co.			13-08-126-004	
18	Jeffery L. & Douglas E. Denton	3945 E. Logan St.		13-08-102-004	
19	David T. Harshbarger	4001 E. Logan St.		13-08-102-005	
20	David W. Peters	4005 E. Logan St.		13-08-102-006	
21	Archer Daniels Midland Co.	4011 E. Logan St.		13-08-102-007	
22	David T. Harshbarger	4021 E. Logan St.		13-08-102-008	
23	Leroy Walston	4025/4029 E. Logan St.		13-08-102-009	
24	Archer Daniels Midland Co.	4051 E. Logan St.		13-08-102-010	
25	Leroy Walston	4065 E. Logan St.		13-08-102-011	
26	Leroy Walston	4000 Faries Pkwy.		13-05-351-008	
27	Refreshment Services Inc.	2112 N. Brush College Rd.		13-05-351-001	
28	Refreshment Services Inc.	2112 N. Brush College Rd.		13-05-351-001	
29	Harry E. Hills	3910 E. Harrison Ave.		13-05-302-008	
30	Archer Daniels Midland Co.	2205 N. Brush College Rd.		13-06-477-001	
31	Archer Daniels Midland Co.	2205 N. Brush College Rd.		13-06-477-001	
32	Archer Daniels Midland Co.	3830 E. Harrison Ave.		13-06-477-003	
33	Archer Daniels Midland Co.	3861 E. Harrison Ave.		13-06-479-006	
34	Illinois Central Railroad			13-06-479-007	
35	Illinois Central Railroad			13-06-479-013	
36	Illinois Central Railroad			13-06-479-014	
37	Norfolk & Southern Railroad			Not Listed	
38	Archer Daniels Midland Co.	ADM West Plant		13-07-227-001	
				13-07-226-010	

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT
Prepared By

AECOM Technical Services, Inc.
Prime
SMK

DATE 09/24/18
PTB-ITEM#

CONTRACT TERM 24 MONTHS
START DATE 11/1/2018
RAISE DATE 1/1/2019
OVERHEAD RATE 136.85%
COMPLEXITY FACTOR 0
% OF RAISE 2%

END DATE 10/31/2020

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	11/1/2018	1/1/2019	2	8.33%
1	1/2/2019	1/1/2020	12	51.00%
2	1/2/2020	11/1/2020	10	43.35%

The total escalation = 2.68%

PAYROLL RATES

FIRM NAME AECOM Technical Services, Inc DATE 09/24/18
PRIME/SUPPLEMENT Prime
PTB-ITEM # _____

ESCALATION FACTOR 2.68%

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$70.00	\$71.88
Project Manager	\$68.68	\$70.52
Technical Specialist	\$69.40	\$71.26
Project Engineer	\$63.62	\$65.33
Senior Engineer	\$61.08	\$62.72
Engineer	\$39.71	\$40.78
Surveyor	\$33.99	\$34.90
Engineering Tech	\$40.33	\$41.41
PM Support / Project Contrc	\$39.89	\$40.96
Administrative Assistant	\$27.91	\$28.66

Subconsultants

FIRM NAME AECOM Technical Services, Inc.
PRIME/SUPPLEMENT Prime
PTB-ITEM # _____

DATE 09/24/18

NAME	Direct Labor Total	Contribution to Prime Consultant
------	--------------------	----------------------------------

Quigg Engineering Inc
WHKS
Kaskaskia Engineering Group LLC

Total 0.00 0.00

COST PLUS FIXED FEE

AECOM Technical Services, Inc.

OVERHEAD RATE	136.85%
COMPLEXITY FACTOR	0

COMPLEXITY FACTOR

0

$$14.5\%[\text{DL} + \text{R}(\text{DL}) + \text{OH}(\text{DL}) + \text{IHDC}]$$
TOTALS

DBE 16.47%

AVERAGE HOURLY PROJECT RATES

AECOM Technical Services, Inc.

TB-ITEM#	TIME/SUPPLEMENT
1	08:00
2	08:00
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DATE 09/24/18

SHEET 2 OF 5

[illegible]

COMPANY NAME: AECOM Technical Services, Inc.

PTB NUMBER:

TODAY'S DATE: 9/21/2018

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum (Use 7.00 per quarter day = 28.00 per day)	X	208	\$7.00	\$1,456.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	X	34	\$120.00	\$4,080.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	X	6,145	\$0.545	\$3,349.03
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$65.00	\$0.00
Vehicle Rental	Actual cost (Up to \$55/day)	X	19	\$65.00	\$1,235.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	X	168	\$30.00	\$5,040.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	X	6,000	\$0.50	\$3,000.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	X	6,000	\$0.50	\$3,000.00
Project Specific Insurance (Railroad)	Actual cost	X	2	\$10,000.00	\$20,000.00
Monuments (Permanent)	Actual cost	X		\$15.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost	X	38	\$15.00	\$570.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost	X		\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)	X		\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Railroad Flagging Services	Actual cost	X	12	\$1,300.00	\$15,600.00
Railroad Right of Entry Fees	Actual cost	X	3	\$2,250.00	\$6,750.00
Railroad Cable Locate Fee	Actual cost	X	2	\$350.00	\$700.00
Misc Environmental field supplies	Actual cost	X	55	\$10.00	\$550.00
SKS Drilling quote	Actual cost	X		\$40,572.20	\$0.00
IEPA Permits	Actual cost	X	2	\$100.00	\$200.00
RR wire and Pipe permit application Fee (avg)	Actual cost	X	10	\$1,950.00	\$19,500.00
Environmental Database Report	Actual cost	X	1	\$1,000.00	\$1,000.00
Environmental Equipment - Photoionization Detector	Actual cost	X	2	\$200.00	\$400.00
Roberts Environmental Drilling Quote (add RR ins)	Actual cost	X		\$38,524.00	\$0.00
Environmental Equipment - Water Level Indicator	Actual cost	X	3	\$50.00	\$150.00
Test America Quote	Actual cost	X		\$32,360.00	\$0.00
ACM LCP Laboratory Analysis	Actual cost	X		\$2,345.00	\$0.00
Wheatland Title Commitments Quote	Actual cost	X	1	\$23,650.00	\$23,650.00
AMTRAK	Actual cost	X	5	\$100.00	\$500.00
				\$0.00	\$0.00
TOTAL DIRECT COST					\$110,730.03

**If other allowable costs are needed and not listed, please add in the above spaces provided.*
LEGEND

W.O. = Work Order

J.S. = Job Specific

Green indicate Services by others - shown separately on CECS in Services by other column
40,572.20 + 38,524 + 32,360 + 2,345 = 113,801.20

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT
Prepared By

Quigg Engineering Inc.
Prime
Rebecca L Stocker

DATE
PTB-ITEM#

09/21/18

MONTHS

24

CONTRACT TERM

START DATE 11/1/2018

RAISE DATE 1/1/2019

END DATE 10/31/2020

OVERHEAD RATE 123.34%
COMPLEXITY FACTOR 0
% OF RAISE 2%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	11/1/2018	1/1/2019	2	8.33%
1	1/2/2019	1/1/2020	12	51.00%
2	1/2/2020	11/1/2020	10	43.35%

The total escalation = 2.68%

PAYROLL RATES

FIRM NAME Quigg Engineering Inc. DATE 09/21/18
PRIME/SUPPLEMENT Prime
PTB-ITEM # _____

ESCALATION FACTOR 2.68%

Note: Rates should be capped on the AVG 1 tab as necessary

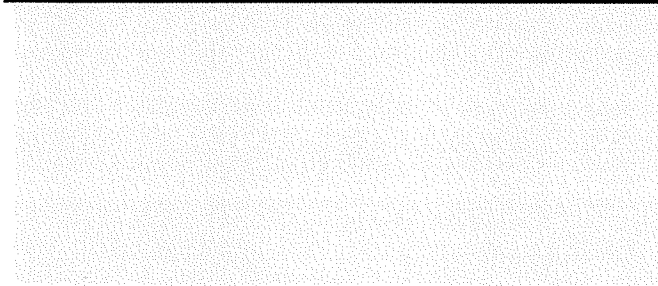
CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$75.00	\$77.01
Engineer VI	\$72.69	\$74.64
Engineer V	\$63.92	\$65.64
Engineer IV	\$52.29	\$53.69
Engineer III	\$38.47	\$39.50
Engineer II	\$28.62	\$29.39
Engineer I	\$26.26	\$26.96
Surveyor V	\$54.43	\$55.89
Surveyor IV	\$46.83	\$48.09
Surveyor III	\$30.73	\$31.55
Surveyor II	\$24.00	\$24.64
Surveyor I	\$17.98	\$18.46
Environmental Scientist IV	\$40.96	\$42.06
Environmental Scientist III	\$35.00	\$35.94
Environmental Scientist II	\$33.00	\$33.89
Environmental Scientist I	\$20.00	\$20.54
Technician VI	\$47.00	\$48.26
Technician V	\$41.46	\$42.57
Technician IV	\$37.94	\$38.96
Technician III	\$29.46	\$30.25
Technician II	\$22.95	\$23.57
Technician I	\$15.83	\$16.25
Admin Principal	\$55.30	\$56.78
Marketing Coordinator	\$23.20	\$23.82
Executive Assistant	\$32.76	\$33.64
Bookkeeper	\$25.32	\$26.00
Administrative Assistant	\$15.67	\$16.09

Subconsultants

FIRM NAME Quigg Engineering Inc.
PRIME/SUPPLEMENT Prime
PTB-ITEM # _____

DATE 09/21/18

NAME	Direct Labor Total	Contribution to Prime Consultant
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Total	0.00	0.00
-------	------	------

COST PLUS FIXED FEE

DATE 09/21/18
Bureau of Local Roads
Prepared By: Consultant

Quigg Engineering Inc.

PTB-ITEM #

PRIME/SUPPLEMENT

OVERHEAD RATE	123.34%
COMPLEXITY FACTOR	0

COMPLEXITY FACTOR

02

02

BLR Cost Plus Fixed Fee formula 1 used in Column E

$$14.5\%[\text{DL} + \text{R}(\text{DL}) + \text{OH}(\text{DL}) + \text{IHDC}]$$
[illegible]

242,253

\$45.90

DBE 100.00%

AVERAGE HOURLY PROJECT RATES

RM

Quigg Engineering Inc.

TB-ITEM#

Prime

TIME/SUPPLEMENT

DATE 09/21/18

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Survey and Field Work			PH I Update - VE CR ABC			Reports			PH II Design & PS&E			City & Stakeholder Coord		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	75.00	0.0																	
Engineer VI	74.64	403.0	17.05%	12.73				129.0	52.02%	38.83				0.0			178	100.00%	74.64
Engineer V	65.64	0.0																	
Engineer IV	53.69	161.0	6.81%	3.66				83.0	33.47%	17.97				78.0	7.11%	3.82			
Engineer III	39.50	109.0	4.61%	1.82				18.0	7.26%	2.87				91.0	8.30%	3.28			
Engineer II	29.39	0.0																	
Engineer I	26.96	0.0																	
Reviewer V	55.89	247.0	10.45%	5.84	30	4.26%	2.38							177	16.13%	9.02			
Reviewer IV	48.09	350.0	14.81%	7.12	100	14.20%	6.83							250	22.79%	10.96			
Reviewer III	31.55	710.0	30.05%	9.48	312	44.32%	13.98							398	36.28%	11.45			
Reviewer II	24.64	262.0	11.09%	2.73	262	37.22%	9.17												
Reviewer I	18.46	0.0																	
Environmental Scientist IV	42.06	0.0																	
Environmental Scientist III	35.94	0.0																	
Environmental Scientist II	33.89	0.0																	
Environmental Scientist I	20.54	0.0																	
Technician VI	48.26	109.0	4.61%	2.23				18.0	7.26%	3.50				91.0	8.30%	4.00			
Technician V	42.57	0.0																	
Technician IV	38.96	0.0																	
Technician III	30.25	0.0																	
Technician II	23.57	0.0																	
Technician I	16.25	0.0																	
Principal	56.78	12.0	0.51%	0.29										12	1.09%	0.62			
Marketing Coordinator	23.82	0.0																	
Executive Assistant	33.64	0.0																	
Bookkeeper	26.00	0.0																	
Administrative Assistant	16.09	0.0																	
TOTALS		2363.0	100%	\$45.90	704.0	100.00%	\$32.37	248.0	100%	\$63.16	0.0	0%	\$0.00	1097.0	100%	\$43.14	178.0	100%	\$74.64

BDE 436 (Rev. 02/02/17)

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT
Prepared By

Kaskaskia Engineering Group,
Prime
Matt Masterson

DATE
PTB-ITEM#

09/21/18

CONTRACT TERM 24 MONTHS

START DATE 11/1/2018
RAISE DATE 4/1/2019

OVERHEAD RATE 185.74%
COMPLEXITY FACTOR 0
% OF RAISE 2%

END DATE 10/31/2020

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	11/1/2018	4/1/2019	5	20.83%
1	4/2/2019	4/1/2020	12	51.00%
2	4/2/2020	11/1/2020	7	30.35%

The total escalation = 2.18%

PAYROLL RATES

FIRM NAME Kaskaskia Engineering C DATE 09/21/18
PRIME/SUPPLEMENT Prime
PTB-ITEM # _____

ESCALATION FACTOR 2.18%

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Manager	\$87.98	\$89.90
Principal Engineer	\$73.10	\$74.69
Principal	\$57.69	\$58.95
Senior Engineer/Superinten	\$54.35	\$55.53
Geotechnical Engineer	\$49.79	\$50.87
Project Manager III	\$54.67	\$55.86
Project Manager I	\$38.00	\$38.83
Project Engineer I	\$34.62	\$35.37
Staff Engineer III	\$34.47	\$35.22
Staff Engineer II	\$29.71	\$30.36
Staff Engineer I	\$25.62	\$26.18
Biologist/Scientist V	\$46.05	\$47.05
Biologist/Scientist IV	\$38.63	\$39.47
Biologist/Scientist III	\$30.89	\$31.56
Biologist/Scientist II	\$26.75	\$27.33
GIS Manager	\$39.40	\$40.26
Technician V	\$46.00	\$47.00
Technician IV	\$34.52	\$35.27
Technician I	\$21.59	\$22.06
Senior Construction Mgr	\$41.13	\$42.03
Administrative Personnel	\$33.80	\$34.54
Receptionist	\$20.00	\$20.44
Intern	\$15.00	\$15.33

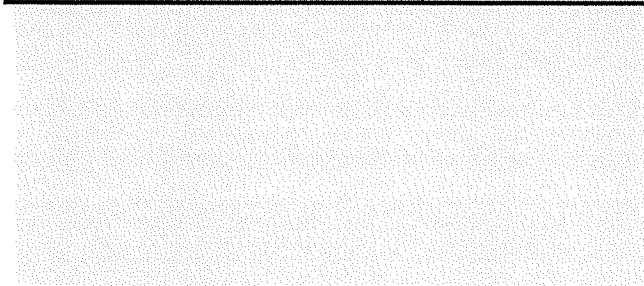
Subconsultants

FIRM NAME
PRIME/SUPPLEMENT
PTB-ITEM #

Kaskaskia Engineering Group, LLC
Prime

DATE 09/21/18

NAME	Direct Labor Total	Contribution to Prime Consultant
------	--------------------	----------------------------------



Total	0.00	0.00
-------	------	------

COST PLUS FIXED FEE

Bureau of Local Roads
Prepared By: Consultant
09/21/18

Kaskasia Engineering Group, LLC

FIRM

PTB-ITEM #
PRIME/SUPPLEMENT

OVERHEAD RATE	185.74%
COMPLEXITY FACTOR	0

Prime

COMPLEXITY FACTOR

0

BLR Cost Plus Fixed Fee formula 1 used in Column E

$$14.5\%[\text{DL} + \text{R}(\text{DL}) + \text{OH}(\text{DL}) + \text{IHDC}]$$
[illegible]

160,841

\$42.94

DBE 0.00%

RM

Prime

OF 5

[illegible]

AVERAGE HOURLY PROJECT RATES

Kaskaskia Engineering Group, LLC

TB-ITEM#

CRIME/SUPPLEMENT

DATE _____

09/21/18

SHEET

2

FO

5

[illegible]

BDE 436 (Rev. 02/02/17)

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT
Prepared By

WHKS and Co
Prime
CWC

DATE 09/21/18
PTB-ITEM#

CONTRACT TERM 24 MONTHS
START DATE 11/1/2018
RAISE DATE 1/1/2019
END DATE 10/31/2020

OVERHEAD RATE 159.86%
COMPLEXITY FACTOR 0
% OF RAISE 2%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	11/1/2018	1/1/2019	2	8.33%
1	1/2/2019	1/1/2020	12	51.00%
2	1/2/2020	11/1/2020	10	43.35%

The total escalation = 2.68%

PAYROLL RATES

FIRM NAME WHKS and Co DATE 09/21/18
PRIME/SUPPLEMENT Prime
PTB-ITEM # _____

ESCALATION FACTOR 2.68%

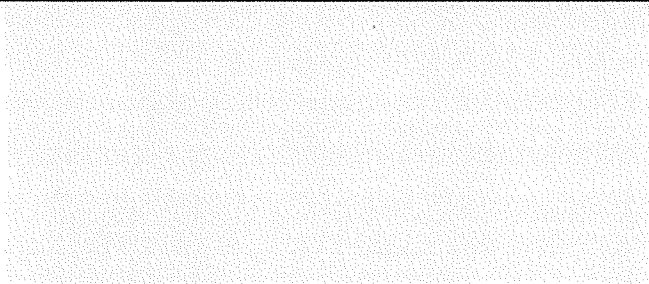
Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Project Manager	\$66.30	\$68.08
Transportation Eng III	\$64.67	\$66.41
Transportation Eng II	\$35.06	\$36.00
Structural Eng III	\$55.05	\$56.53
Structural Eng II	\$39.77	\$40.84
Structural Eng I	\$31.50	\$32.35
Hydraulic Eng	\$43.60	\$44.77
Engineering Tech III	\$33.70	\$34.60
Engineering Tech II	\$29.48	\$30.27
Admin	\$17.40	\$17.87

Subconsultants

FIRM NAME	WHKS and Co	DATE	09/21/18
PRIME/SUPPLEMENT	Prime		
PTB-ITEM #			

NAME	Direct Labor Total	Contribution to Prime Consultant
------	--------------------	----------------------------------



Total	0.00	0.00
-------	------	------

DATE

FIRM	WHKS and Co	DATE	09/21/18	Prepared By: Consultant
PTB-ITEM #		OVERHEAD RATE	159.86%	
PRIME/SUPPLEMENT	Prime	COMPLEXITY FACTOR	0	

BLR Cost Plus Fixed Fee formula 1 used in Column E

[illegible]

499,826

\$46.13

DBE 0.00%

AVERAGE HOURLY PROJECT RATES

RM	WHKS and Co
TB-ITEM#	Prime
TIME/SUPPLEMENT	

WHS and Co

TB-ITEM#

TIME/SUPPLEMENT

DATE

09/21/18

SHEET 2 OF 5

[illegible]



PTB NUMBER:

TODAY'S DATE: 9/21/2018

**If other allowable costs are needed and not listed, please add in the above spaces provided.*

W.O. = Work Order
J.S. = Job Specific



CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA, DECATUR, ILLINOIS 62523-1196

Notice to Proceed

TO:	
City Project Name:	
City Project Number:	
City Project Phase:	

You are hereby notified that the work for the above listed City Project and Phase may commence on _____.

The City Representative for this Phase of work is _____.

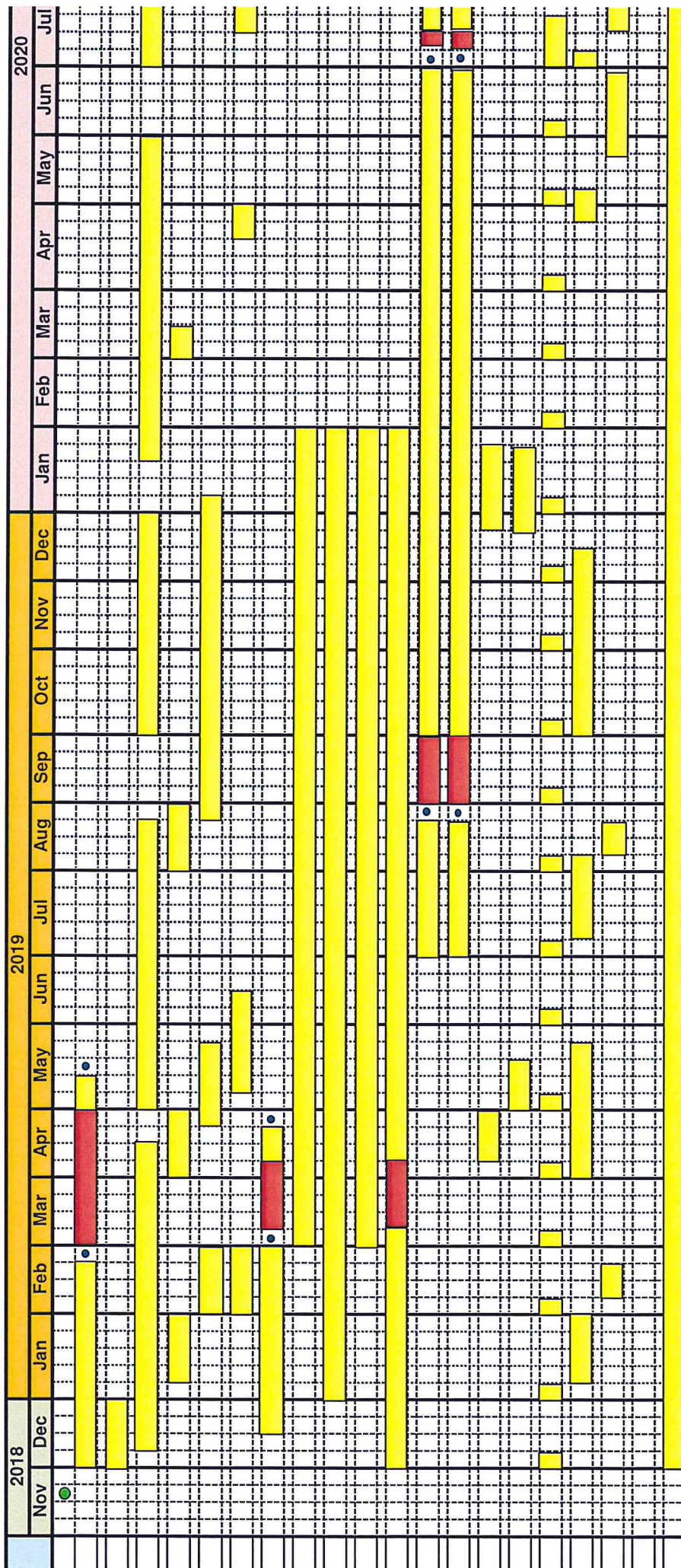
After that date, you are to start performing the work as outlined in the Scope of Services and Project Timeline included in the executed contract. Please schedule and chair a project startup meeting at your earliest convenience.

CITY OF DECATUR, IL BY: _____ (City Engineer) Dated this ____ day of _____, 20____.
--

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged. BY: _____ (Signature) (Title) Dated this ____ day of _____, 20____.

Proposed Project Timeline - Phase II portion



Change Order

Date: _____
 Request No. _____ ☐ Final
 Consulting
 Engineer: _____
 Address: _____

I recommend that an ☐ addition of \$ _____ be made to the above contract.
☐ deduction

I recommend that an extension of _____ days be made to the above contract completion date.
 The revised completion date is now _____.

Amount of original contract \$ _____
 Amount of previous change orders \$ _____
 Amount of current change order \$ _____
 Amount of adjusted/final contract \$ _____

☐ addition
 Total net ☐ deduction to date \$ _____ which is _____ % of Contract Price

State fully the nature and reason for the change order _____

When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

The undersigned determine that the change is germane to the original contract as signed, because:

☐	Provision for this work is included in the original contract.
☐	Work of this type was included in the original contract, and the additional efforts of this work are within the intent of the contract.
☐	The change represents an adjustment required by the contract, based on unpredictable developments in the work.
☐	The change in design is necessary to fulfill the original intent of the Contract.
☐	Other: (Explain)

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-18-19 09 2018		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : ACE American Insurance Company INSURER B : N/A INSURER C : Illinois Union Insurance Co INSURER D : SEE ACORD 101 INSURER E : INSURER F : NAIC # 22667 27960	
INSURED AECOM AECOM Technical Services Inc. 345 East Ash Avenue Decatur, IL 62526			

COVERAGES **CERTIFICATE NUMBER:** LOS-002402975-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER			HDO G71093669	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			ISA H25157229	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						OCCUR CLAIMS-MADE \$ \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SEE ACORD 101	04/01/2018	04/01/2019	☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 2,000,000 E L DISEASE - EA EMPLOYEE \$ 2,000,000 E L DISEASE - POLICY LIMIT \$ 2,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 "CLAIMS MADE"	04/01/2018	04/01/2019	Per Claim/Agg Defense Included 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: AECOM Project No: 04172030; Client Reference: Brush College Road

The City of Decatur and its officers and employees are named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & AL coverages.

CERTIFICATE HOLDER

CANCELLATION

City of Decatur Attn: Matthew C. Newell, P.E., Public Works Director #1 Gary K. Anderson Plaza Decatur, IL 62523-1196	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services James L. Vogel
--	---

AGENCY CUSTOMER ID: CN101348564

LOC #: Los Angeles



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM AECOM Technical Services Inc. 345 East Ash Avenue Decatur, IL 62526	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

1

1

Workers Compensation/Employer Liability cont.

1

Policy Number	Insurer
WLR C64788759	Indemnity Insurance Company of North America - NAIC # 43575
WLR C64788723	ACE American Insurance Company - NAIC # 22667
SCF C64788747	ACE American Insurance Company - NAIC # 22667
WCU C64788802	ACE American Insurance Company - NAIC # 22667

States Covered :

AOS:

CA and MA1

WI Retro

OH, Ohio Qualified Self Insured (QSI) - SIR: \$500,000; Only applicable to specific

qualified

entities self-insured in the state of Ohio

1

EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Clause, effective February 9, 1981, is included herein verbatim for this contract.

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized:
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all

respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Exhibit G

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

(NOTE: This Affidavit must be completely filled out and signed by any party doing business with the City. This Affidavit assists the City in making determinations relative to conflict of interests and other laws - if questions contact the City of Decatur Legal Department at 217/424-2807.)

STATE OF Illinois)
) ss.
COUNTY OF Macon)

SECTION I. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. AECOM Technical Services, Inc. (Hereinafter "Consulting Engineer") is a:
Company Name

(Place mark in front of appropriate type of business)

- ☒ Corporation (if a Corporation, complete B)
☐ Partnership (if a Partnership, complete C)
☐ Limited Liability Corporation (if an LLC, complete C)
☐ Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 95-2661922.

B. CORPORATION

The State of Incorporation is California

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
<u>CT Corporation</u> Name	<u>300 South Grand Avenue, 9th Floor</u> Company Address, Principal Office
<u>208 South LaSalle Street, Suite 814</u> Address	<u>Los Angeles, CA 90071</u> City, State, Zip
<u>Chicago, IL 60604</u> City, State, Zip	<u>213-593-8100</u> Telephone
<u>312.263.1414</u> Telephone	<u>www.aecom.com</u> Facsimile Website

The corporate officers are as follows:

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Consulting Engineer is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq. The undersigned also states under oath and certifies that the Consulting Engineer is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested in accordance with the procedures established by the appropriate Revenue Act; or that the Consulting Engineer has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement. (65 ILCS 5/11-42.1-1)

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Consulting Engineer and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

CONSULTING ENGINEER

D. B. M.
Signature

Danny Manojlovski

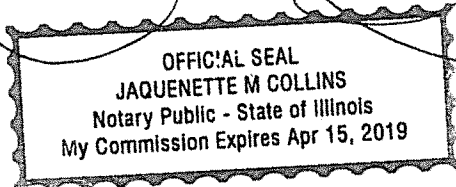
Printed Name

Midwest Transportation Business Unit Leader

Title

SUBSCRIBED and SWORN to before me this 20 day of September, 2018.

Jaquenne M. Collins
Notary Public



PAYROLL RATES

FIRM NAME AECOM DATE 09/21/18
PRIME/SUPPLEMENT Prime
PTB-ITEM # _____

ESCALATION FACTOR 2.68%

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$70.00	\$71.88
Project Manager	\$68.68	\$70.52
Technical Specialist	\$69.40	\$71.26
Project Engineer	\$63.62	\$65.33
Senior Engineer	\$61.08	\$62.72
Engineer	\$39.71	\$40.78
Surveyor	\$33.99	\$34.90
Engineering Tech	\$40.33	\$41.41
PM Support / Project Contrc	\$39.89	\$40.96
Administrative Assistant	\$27.91	\$28.66

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Consulting Engineer Name & Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

\$

Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Contract Multiplier			
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier			
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Direct Labor Cost		(For City Use)	
Avg. Total Labor Cost			
Percent Complete			

Consulting Engineer's
Signature:

Title:

RESOLUTION NO. _____

**RESOLUTION TO APPROVE PRELIMINARY ENGINEERING SERVICES
AGREEMENT FOR FEDERAL PARTICIPATION FOR DESIGN SERVICES TO
IMPROVE THE BRUSH COLLEGE / FARIES PARKWAY GRADE SEPARATION
BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE
CITY PROJECT 2009-33
SECTION NO. 09-00933-01-BR**

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

Section 1. That the Preliminary Engineering Services Agreement for Federal Participation for design services to improve Brush College / Faries Parkway presented to the Council herewith and attached as Exhibit A, between the City of Decatur and AECOM Technical Services, Inc. for the sum of \$3,349,667.00, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR) be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute said Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and the State of Illinois, acting through the Illinois Department of Transportation.

Section 3. That the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 1st day of October, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK

Local Public Agency City of Decatur #1 Gary K Anderson Plaza	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant AECOM Technical Services, Inc
Address 345 East Ash Ave				
City Decatur				
State IL				
Zip Code 62526				
Project No. 6WGY(165)				Contact Name/Phone/E-mail Address Stephen Kehoe 217-233-0168 steve.kehoe@aecom.com
Job No. d97-009-19				
Contact Name/Phone/E-mail Address Matt Newell 217-424-2747 mnewell@decaturil.gov				

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Brush College Road Route FAU 7448 Length 0.01 Structure No. 058-9202

Termini Over Faries and NS Railroad

Description Phase II Engineering

Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LPA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LPA or STATE.
- To complete the services herein described within 791 calendar days from the date of the Notice to Proceed from the LPA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
11. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- ☒ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - ☒ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - ☒ Design and/or approve cofferdams and superstructure shop drawings.
 - ☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - ☐ Prepare the necessary environmental and planning documents including the Project Development Report or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - ☒ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - ☒ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - ☒ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LPA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - ☒ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - ☒ Furnish the LPA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LPA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee ☒ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
☐ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
 5. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LPA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LPA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LPA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LPA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
11. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
AECOM Technical Services, Inc.	95-2661922	\$2,221,312.00
Sub-Consultants:	TIN Number	Agreement Amount
Quigg Engineering, Inc	20-4818431	\$293,538.00
Kaskaskia Engineering Group, LLC	20-5080586	\$258,222.00
WHKS	42-0943938	\$576,595.00
Sub-Consultant Total:		\$1,128,355.00
Prime Consultant Total:		\$2,221,312.00
Total for all Work:		\$3,349,667.00

Executed by the LPA:

City of Decatur

(Municipality/Township/County)

ATTEST:

By: Kim L. Althoff
City Clerk

By: Julie Moore Wolfe
Title: Mayor

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: _____
Title: _____

By: _____
Title: _____

COST PLUS FIXED FEE

Bureau of Local Roads
Prepared By: Consultant

FIRM

AECOM Technical Services, Inc.

PTB-ITEM #

PTB-ITEM #
PRIME/SUPPLEMENT

OVERHEAD RATE
COMPLEXITY FAC-

136.85%
0

DATE _____

09/24/18 Pr

[illegible]

DBE 16.47%

Exhibit C Federal Qualification Based Selection (QBS) Checklist

Local Public Agency City of Decatur
 Section Number 09-00933-01-BR
 Project Number 6WGY(165)
 Job Number D97-009-19

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed \$25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than \$25,000.

☐ Form Not Applicable (engineering services less than \$25,000)

1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? ☒ Yes ☐ No																				
2.	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the <i>BLRS Manual</i> ? ☒ Yes ☐ No If no, IDOT's approval date: _____																				
3.	Was the scope of services for this project clearly defined? ☒ Yes ☐ No																				
4.	Was public notice given for this project? ☒ Yes ☐ No Due date of submittal: <u>07/18/2018</u> Method(s) used for advertisement and dates of advertisement: <u>Decatur Tribune 6-27-18 & 7-4-18</u> <u>Also advertized on the City's website and email listing.</u>																				
5.	Do the written QBS policies and procedures cover conflicts of interest? ☒ Yes ☐ No																				
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? ☒ Yes ☐ No																				
7.	Do the written QBS policies and procedures discuss the method of evaluation? ☒ Yes ☐ No <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Criteria for this project</td> <td style="width: 10%;">Weighting</td> <td style="width: 33%;">Criteria for this project</td> <td style="width: 10%;">Weighting</td> </tr> <tr> <td><u>Proj Understanding & Approach</u></td> <td><u>25 %</u></td> <td><u>Assigned Personnel</u></td> <td><u>25%</u></td> </tr> <tr> <td><u>Firm's Experience</u></td> <td><u>20 %</u></td> <td><u>Firm's Ability & Capacity</u></td> <td><u>10%</u></td> </tr> <tr> <td><u>Technical Project Management</u></td> <td><u>10 %</u></td> <td><u>Proximity to the City</u></td> <td><u>5%</u></td> </tr> <tr> <td><u>DBE Use</u></td> <td><u>5 %</u></td> <td></td> <td><u> </u> %</td> </tr> </table>	Criteria for this project	Weighting	Criteria for this project	Weighting	<u>Proj Understanding & Approach</u>	<u>25 %</u>	<u>Assigned Personnel</u>	<u>25%</u>	<u>Firm's Experience</u>	<u>20 %</u>	<u>Firm's Ability & Capacity</u>	<u>10%</u>	<u>Technical Project Management</u>	<u>10 %</u>	<u>Proximity to the City</u>	<u>5%</u>	<u>DBE Use</u>	<u>5 %</u>		<u> </u> %
Criteria for this project	Weighting	Criteria for this project	Weighting																		
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<u>Firm's Experience</u>	<u>20 %</u>	<u>Firm's Ability & Capacity</u>	<u>10%</u>																		
<u>Technical Project Management</u>	<u>10 %</u>	<u>Proximity to the City</u>	<u>5%</u>																		
<u>DBE Use</u>	<u>5 %</u>		<u> </u> %																		
8.	Do the written QBS policies and procedures discuss the method of selection? ☒ Yes ☐ No Selection committee (titles) for this project: <u>Public Works Director, City Engineer, Asst. City Eng.,</u> <u>Transportation Consultant, County Engineer, ADM Representatives</u> Top three consultants selected for this project in order: 1) <u>AECOM</u> 2) <u>CMT</u> 3) <u>Hanson</u> If less than 3 responses were received, IDOT's approval date: _____																				
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? ☒ Yes ☐ No																				
10.	Were negotiations for this project performed in accordance with federal requirements? ☒ Yes ☐ No																				
11.	Were acceptable costs for this project verified? ☐ Yes ☐ No ☒ LPA will rely on IDOT review and approval of costs.																				
12.	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? ☒ Yes ☐ No																				
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? ☒ Yes ☐ No																				

Economic & Community Development

DATE: 10/1/2018

MEMO: No. 18-36

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Billy Tyus, Interim City Manager
Raymond Lai, AICP, Economic and Community Development Director
Susan Kretsinger, Neighborhood Inspections Administrator

SUBJECT:

Resolution Authorizing the execution of an Agreement with Steve's Trucking, Inc. for the demolition of the Library Annex, 444 East Main Street.

SUMMARY RECOMMENDATION:

It is recommended that City Council approve the attached Resolution authorizing the execution of an Agreement between Steve's Trucking, Inc. and the City of Decatur, Illinois for \$123,500 for the demolition of the Library Annex located at 444 East Main Street. The contractor provided evidence of having made a good faith effort to meet the City's MBE goal as part of the bid. Asbestos removal represents the only portion of this work to be subcontracted and the contractor provided evidence of having made a good faith effort to meet the city's MBE goal as part of the bid, having originally made documented contacts with several MBE firms. The contractor was not able to secure an MBE firm to perform the work as the bids from the minority firms were higher than the company selected.

POTENTIAL OBJECTIONS: No known objections to this resolution request.

INPUT FROM OTHER SOURCES:

Debbie Perry, Purchasing Supervisor; Matt Newell, Public Works Director; Paul Caswell, City Engineer; Gregg Zientara, Director of Finance; and Susan Kretsinger, Neighborhood Inspections Administrator

STAFF REFERENCE: Any additional questions may be forwarded to Raymond Lai at 424-2727 or rlai@decaturil.gov or Susan Kretsinger at 424-2783 or skretsinger@decaturil.gov

ATTACHMENTS:

Description
Resolution

Type
Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF AN AGREEMENT WITH
STEVE'S TRUCKING, INC., FOR
DEMOLITION OF LIBRARY ANNEX
444 EAST MAIN STREET**

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

Section 1. That the tabulation of bids received for the demolition of the Library Annex located at 444 East Main Street, Decatur, Illinois, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Steve's Trucking, Inc., in the amount of \$123,500 be, and it is hereby accepted, and an agreement awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute an agreement attached as Exhibit "A" between the City of Decatur, Illinois, and Steve's Trucking, Inc., for said demolition, for their bid price of \$123,500.

PRESENTED and ADOPTED this 1st day of October, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

Project Name: Demolition of Property Library Annex - 444 E. Main Project Number: PUR2018-03 Bid Date: September 12, 2018 Time: 10:00 a.m.				Steve's Trucking, Inc. Decatur, IL		Anderson Backhoe Service, Inc. Decatur, IL		Signature Demolition Services, Inc. Bridgeview, IL		ICD Ironhorse, Inc. Monticello, IL	
	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	Demolition of Property - Library Annex										
	Demolition				\$103,100.00		\$114,020.00		\$110,165.00		\$124,500.00
	Asbestos Cost				\$20,400.00		\$14,730.00		\$35,700.00		\$35,000.00
	Plumbing Cost				\$0.00		\$150.00		\$3,500.00		\$5,000.00

TOTAL

\$123,500.00

\$128,900.00

\$149,365.00

\$164,500.00

No Bids - JRH Service
Stark Excavating
Otto Baum Company

EXHIBIT A

AGREEMENT - Library Annex

444 E. Main St. Decatur, IL

THIS AGREEMENT, Made this _____ day of _____ 2018, by and between _____ hereinafter called the Contractor, and THE CITY OF DECATUR, ILLINOIS, hereinafter called the City.

WITNESSETH, that the Contractor and the City for the consideration stated herein mutually agree as follows:

1. STATEMENT OF WORK

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment and services and in an efficient and workmanlike manner perform and complete the work specified in Exhibit C hereto attached and hereby made a part of this agreement; all in strict accordance with the technical specifications contained therein and which form a part of this contract as fully as if they were herein repeated.

2. THE CONTRACT PRICE

The City will pay the Contractor for performance of the contract, in current funds, the sum of _____ (\$ _____). The City before making payment may require the contractor to furnish releases or receipts from any or all persons performing work and supplying material or services to the Contractor, or any subcontractor, for work under this contract if it is deemed necessary to protect its interests.

3. SUBCONTRACTS

The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has received from the City written approval of such agreement or permission other than those subcontracts required under Federal, State and local laws, ordinances, codes and regulations.

4. PERMITS AND CODES

The contractor shall give all notices required by, and shall comply with all applicable Federal, State, and local laws and ordinances, codes and regulations; and shall obtain a permit for all work described herein for which such a permit is required.

5. CARE OF WORK

The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in the connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance whether or not the same has been covered in whole or in part by payments made by the City.

6 IDEMNIFICATION OF THE CITY OF DECATUR

The Contractor shall indemnify and save harmless, the City of Decatur, Illinois from liability for any injury or damages to persons or property resulting from his prosecution of work under the contract or failure to comply with any of the conditions or provisions of this contract.

7. INSURANCE

a. The Contractor shall carry or require that there be carried Workmen's Compensation for all his employees and those of his subcontractors engaged in work at the various sites in accordance with laws of the State of Illinois.

b. The Contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability Insurance in an amount not less than \$500,000 per occurrence combined single limit for bodily injury and property damage, which insurance shall include contractual liability coverage, to protect the contractor and his subcontractor and the City against claims for injury or death or damage to property due to accidents which may occur or result from operations under this contract. Such insurance shall cover the use of all equipment, hoists and motor vehicles on the site or otherwise engaged in the prosecution of the work required hereunder.

8. GUARANTEE

The Contractor shall guarantee the work performed for a period of one year from the date of final acceptance of all the work required by this agreement. Furthermore, the Contractor must furnish the City of Decatur, acting on behalf of the owner, all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under the Contract. Any defects that appear within this twelve (12) month period and arise out of defective or improper materials or workmanship shall, upon written direction of the City of Decatur, acting on behalf of the owner, be corrected and made good by the Contractor at the contractor's expense.

9. INTEREST OF CERTAIN OFFICIALS

No officer, employee, or member of the governing body of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this contract pertains, shall have any private interest, direct or indirect, in this contract.

10. EQUAL EMPLOYMENT & BLOCK GRANT PROGRAM PROVISIONS

During the performance of this contract, the Contractor agrees to comply with the Illinois Human Rights Act attached hereto as Exhibit A. When the total contract exceeds \$2000 Block Grant provisions will apply.

11. INSPECTION BY CITY

The City shall have the right to inspect the work at all times and at the completion thereof. City through the representatives designated by it shall determine whether the Contractor has or is complying with the terms hereof and whether the Contractor had completed the work required in accordance with the terms hereof. Decisions of such representatives shall be final.

12. TIME FOR COMPLETION

The work which the Contractor is required to perform under this contract shall be commenced within fifteen (15) days after the execution of this contract and shall be fully completed within 55 consecutive calendar days following execution of this contract. A 1% per day penalty may be assessed for demolition exceeding the 55 days. City may delay commencement of the work by notifying contractor in writing. Thereafter, contractor shall commence work within fifteen (15) days after notice from City canceling the delay.

13. DEBRIS DISPOSAL

Contractor will be required to deposit all waste resulting from the demolition in a properly licensed landfill and provide proof of such to us before the City will issue payment under the terms of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Contractor

By: _____

THE CITY OF DECATUR, ILLINOIS
Purchasing & Internal Services Division

By: _____
Deborah M. Perry
Purchasing Supervisor

Economic & Community Development

DATE: 10/1/2018

MEMO: No. 18-35

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Raymond Lai, Director of Economic and Community Development
Richelle D. Irons, Neighborhood Services Manager

SUBJECT:
Adoption of FY18-19 Annual Action Plan for CDBG and HOME Funds

SUMMARY RECOMMENDATION:

Staff recommends adoption of the FY18-19 Annual Action Plan for CDBG and HOME funds. The U. S. Department of Housing and Urban Development reviewed and approved the City's Annual Action Plan for FY 18-19. This year's allocation includes \$1,378,744 in Community Development Block Grant funds and \$444,741 in HOME Investment Partnership funds.

BACKGROUND:

In accordance with the guidelines set forth by the U. S. Department of Housing and Urban Development (HUD), the Neighborhood Services Division develops an Annual Action Plan. The Annual Action Plan describes funding allocations for Fiscal Year 2018-19 along with strategic implementation of the priorities identified in the City's Five Year Consolidated Plan, FY 2015-2019 (see attached). The City Council reviewed and approved the CDBG and HOME funds during the adoption of the City's FY18 budget.

The FY18-19 Annual Action Plan is available for public review in three locations: Decatur Public Library, Decatur Housing Authority Administrative Office, and the Economic and Community Development Department. The final approved plan is available for review on the City's web site.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES:

Comments and information were secured through public meetings and input from a variety of

community organizations.

STAFF REFERENCE: Should the City Council have any questions, they may contact Richelle D. Irons, Neighborhood Services Manager, at 424-2864 or e-mail riron@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Supporting Documentation	Backup Material

**RESOLUTION AUTHORIZING
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) and HOME
INVESTMENT PARTNERSHIP FUND (HOME) ALLOCATIONS,
EXPENDITURES AND ADOPTION OF THE
FY 2018-19 ANNUAL ACTION PLAN**

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

Section 1. That the allocation of the Community Development Block Grant (CDBG) and HOME Investment Partnership funds as outlined in the FY2018/2019 Annual Action Plan be, and the same are, hereby approved, adopted and placed on file.

Section 2. That the Director of Economic and Community Development and/or Neighborhood Services Manager, and the City Clerk be, are hereby recognized and directed to sign, seal and attest said Agreements, Environmental Reviews, and expenditures related to funds received from the U. S. Department of Housing and Urban Development on behalf of the City of Decatur.

PRESENTED AND ADOPTED this October 1, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

FY2018-19 ANNUAL ACTION PLAN CDBG & HOME PROGRAM ALLOCATIONS

Below is a summary of the FY 2018-19 federal fund allocation based on a CDBG grant of \$1,378,744.

Grantee (G), Sub recipients (SR)		Allocation
G	General Administration/Indirect Costs	\$251,062
G	Section 108 Loan Repayment	\$185,000
G	CDBG Residential Rehabilitation	\$309,310
G	Emergency Program	\$65,000
G	Housing Rehabilitation Project Costs	\$40,000
G	Education Training	\$100,000
G	Code Enforcement	\$227,670
G	Public Improvements	\$200,702
Total		\$1,378,744

Below is summary of the FY2018-19 federal fund allocation based on a HOME grant of \$444,741.

Grantee (G), Sub recipients (SR)		Allocation
SR	CHDO Projects (15% minimum)	\$66,711.15
G	Residential Rehabilitation	\$233,555.75
G	HOME Program Administration	\$44,474.10
G	Homebuyer Program	\$100,000
Total		\$444,741

ORDINANCE NO. _____

ORDINANCE TO REPEAL CITY CODE

- CHAPTER 73 –

- OFFENSES –

-DEFINITIONS AND UNLAWFUL SOLICITATION-

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

Section 1. That Chapter 73, Sections 2(B)-2(G) “Definitions” and Section 20 “Unlawful Solicitation,” of the City Code of the City of Decatur be, and the same is hereby, repealed

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

PRESENTED, PASSED, APPROVED AND RECORDED THIS 1ST day of October,
2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2018.

CITY CLERK

ADDITIONS AND DELETIONS
CHAPTER 73
OFFENSES

1. **WORDS AND PHRASES.** Unless otherwise expressly provided herein, words and phrases used in this Chapter shall have and be given the same meaning and definition as set out in the Criminal Code of 2012 of the State of Illinois. (Amended, Ordinance 2013-09)

2. **DEFINITIONS.**

A. "Sexual genital stimulation" means the touching or manipulating of the genitals, pubes, anus or breasts of a person in a manner intended to arouse, appeal to or gratify the lust, passion or sexual desire of a person.

~~B. "Solicit" means to request an immediate donation of money or other thing of value from another person, regardless of the solicitor's purpose or intended use of the money or other thing of value. The solicitation may be, without limitation, by the spoken, written, or printed word, or by other means of communication.~~

~~C. "Aggressive manner" means and includes:~~

~~(1) Intentionally or recklessly making any physical contact with or touching another person in the course of the solicitation without the person's consent;~~

~~(2) Following the person being solicited, if that conduct is: (i) intended to or is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or (ii) is intended to or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation;~~

~~(3) Continuing to solicit within five (5) feet of the person being solicited after the person has made a negative response, if continuing the solicitation is: (i) intended to or is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or (ii) is intended to or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation;~~

Revised 09/2016

~~(4) — Intentionally or recklessly blocking the safe or free passage of the person being solicited or requiring the person, or the driver of a vehicle, to take evasive action to avoid physical contact with the person making the solicitation. Acts authorized as an exercise of one's constitutional right to picket or legally protest shall not constitute obstruction of pedestrian or vehicular traffic;~~

~~(5) — Intentionally or recklessly using obscene or abusive language or gestures: (i) intended to or likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or (ii) words intended to or reasonably likely to intimidate the person into responding affirmatively to the solicitation; or,~~

~~(6) Approaching the person being solicited in a manner that: (i) is intended to or is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or (ii) is intended to or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation.~~

~~D. "Automated teller machine" means a device, linked to a financial institution's account records, which is able to carry out transactions, including, but not limited to: account transfers; deposits; cash withdrawals, balance inquiries, and mortgage and loan payments.~~

~~E. "Automated teller machine facility" means the area comprised of one or more automatic teller machines, and any adjacent space which is made available to banking customers after regular banking hours.~~

~~F. "Financial institution" means any bank, currency exchange, credit union or other similar institution where deposits are received, checks paid or loans made, or where checks, drafts or money orders are cashed for consideration all as licensed, authorized or permitted by the laws of the State of Illinois.~~

~~G. "Public area" means an area to which the public or a substantial group of persons has access, and includes, but is not limited to, alleys, bridges, buildings, driveways, parking lots, parks,~~

~~playgrounds, plazas, sidewalks, and streets open to the general public, and the doorways and entrances to buildings and dwellings, and the grounds enclosing them.~~

...

~~20. **UNLAWFUL SOLICITATION.** It shall be unlawful for any person to solicit money or other things of value, or to solicit the sale of goods or services:~~

~~(a) In an aggressive manner in a public area;~~

~~(b) In any public transportation vehicle or bus;~~

~~(c) Within fifteen (15) feet of any entrance or exit of any financial institution or within fifteen (15) feet of any automated teller machine during the hours of operation of such financial institution, or automated teller machine without the consent of the owner or other person legally in possession of such facilities. Provided, however, that when an automated teller machine is located within an automated teller machine facility, such distance shall be measured from the entrance or exit of the automated teller machine facility; or,~~

~~(d) On private property if the owner, tenant, or lawful occupant has asked the person not to solicit on the property, or has posted a sign clearly indicating that solicitations are not welcome on the property.~~

2021. **PAYMENT OF FINES AND FEES.** Settlement of fines and payment of fees shall be in the form of United States currency, money order or check, which payment shall be made to the Finance Department of the City of Decatur, Illinois, or a private collection enterprise designated in writing by the Director of the Finance Department to collect unpaid fines and fees. It shall be unlawful to pay, or attempt to pay, in any other manner or to make payment of such unreasonable manner as to alarm, disturb, harass, endanger or injure or attempt to alarm, disturb, harass, endanger or injure any City employee or employee of a private collection enterprise lawfully engaged in the collection of unpaid fines and fees. (Amended, Ordinance No. 2005-02, January 18, 2005)

2122. PUBLIC URINATION/DEFECATION. It shall be unlawful to urinate or defecate except in urinals or commodes of public restrooms or similar facilities or to expose a person's private body parts in an attempt to urinate or defecate in public places other than public restrooms or similar facilities. (Amended, Ordinance No. 2009-57, August 3, 2009)

2223. RETALIATION AGAINST OCCUPANT. It shall be unlawful for an action for eviction, abatement of a nuisance, forcible entry and detainer or other similar proceeding to be threatened or instituted against an occupant of a dwelling solely because such occupant agrees to testify or testifies at a code violation hearing.

2324. DEFACEMENT OF PROPERTY.

A. It shall be unlawful for any person to knowingly damage the property of another by defacing, deforming, or otherwise damaging the property by the use of paint or any other similar substance, or by the use of a writing instrument, etching tool, or any other similar device without the consent of said owner.

B. It shall be unlawful for any person to assist, aid, abet, allow, permit or encourage another to violate the provisions of this Section, by words, overt act, failure to act, or by lack of supervision and control over minors.

C. In addition to any other penalties that may be imposed for a violation of this Section, a person convicted of Defacement of Property shall be ordered to abate, reimburse, remediate, repair, and/or remove the effect of the damage of or to the property.

D. In addition to any other penalties that may be imposed for a violation of this Section and as restitution for a violation of this Section, a violator shall pay for the costs of repairing any damages to property caused by that violator's unlawful conduct. When the violator is a person under eighteen (18) years of age, any parent, guardian, or other person having legal custody of the

violator shall be responsible to pay for damages caused by the violator or abatement of the nuisance which is the result of the violator's act.

E. This Section shall not be applicable to the use of water soluble chalk on public sidewalks.

2425. POSSESSION CANNABIS.

A. It shall be unlawful for a person to possess thirty (30) grams or less of any substance containing cannabis. (Amended, Ordinance 2016-63, September 19, 2016)

B. For purposes of this Section, cannabis includes marijuana, hashish and other substances which are identified as including any parts of the plant Cannabis Sativa, whether growing or not; the seeds thereof; the resin extracted from any part of such plant; and any compound, manufacture, salt, derivative, mixture or hydrocannabinol (THC) and all other cannabinol derivatives, including its naturally occurring or synthetically produced ingredients, whether produced directly or indirectly by extraction, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis; but shall not include the mature stalks of such plant, fiber produced from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture or preparation of such mature stalks (except the resin extracted there from), fiber, oil or cake, or the sterilized seed of such plant which is incapable of germination.

2526. POSSESSION DRUG PARAPHERNALIA.

A. It shall be unlawful for any person to knowingly possess any item of drug paraphernalia with the intent to use it for the purpose of unlawfully ingesting, inhaling, injecting or otherwise introducing cannabis or a controlled substance into the human body, or in preparing cannabis or a controlled substance for that use.

B. As used in this Section, the following terms shall include and have the following meanings:

(1) Cannabis shall mean and include any substance defined as cannabis in Section 3 of the Illinois Cannabis Control Act, 720 ILCS 550/3.

(2) Controlled substance shall mean and include any substance defined as a controlled substance in the Illinois Controlled Substances Act, 720 ILCS 570/201 et. seq.

(3) Drug paraphernalia means any object or device used, designed for use or intended for use in unlawfully ingesting, smoking, administering, or storing cannabis or a controlled substance. For the purposes of this section, drug paraphernalia includes but is not limited to:

- (a) Metal, wooden, plastic, glass, stone or ceramic pipes, with or without screens;
- (b) Water pipes;
- (c) Carburetion tubes and devices;
- (d) Smoking and carburetion masks;
- (e) Roach clips;
- (f) Cocaine spoons and vials;
- (g) Bongs;
- (h) One-hitters.

C. This Section shall not apply to a person who is legally authorized to possess hypodermic syringes or needles under the Hypodermic Syringes and Needles Act.

D. Drug paraphernalia as defined herein, seized by police officers pursuant to an arrest or issuance of a notice to appear for a violation of this Section, shall be forfeited to the City of Decatur upon a conviction for violation of this Section, or upon payment of a minimum fine in settlement of said violation pursuant to Chapter 29, Section 11 of this Code, without further order of the Court.

2627. LITTERING.

A. It shall be unlawful for any person to dump, deposit, drop, throw, discard, leave, cause or permit the dumping, depositing, dropping, throwing, discarding or leaving of litter upon any public or private property or upon or into any river, lake, pond, or other stream or body of water unless:

- (1) the property has been designated by the State or any unit of local government for the disposal of litter and the litter is disposed of on that property in accordance with the applicable rules and regulations of the Pollution Control Board and Illinois Environmental Protection Agency;
- (2) the litter is placed into a receptacle or other container intended by the owner or tenant in lawful possession of that property for the deposit of litter;
- or,
- (3) the person is acting under the direction of proper public officials during special cleanup days.

B. It shall be unlawful for any person to dump, deposit, drop, throw, discard or otherwise dispose of litter from any motor vehicle upon any public highway, upon any public or private property or upon or into any river, lake, pond, stream or body of water except as permitted under any of paragraphs (1) through (3) of Section A.

C. Whenever litter is thrown, deposited, dropped or dumped from any motor vehicle not carrying passengers for hire, the presumption is created that the operator of that motor vehicle has violated this Section.

2728. RESISTING, INTERFERING OR OBSTRUCTING.

A. It shall be unlawful for any person to knowingly resist, interfere or obstruct the performance by one known to the person to be a peace officer or firefighter of any authorized act within the peace officer's or firefighter's official capacity. (Amended, Ordinance 2012-35, June 4, 2012)

B. It shall be unlawful for any person to persist in any attempt to engage a peace officer or firefighter in conversation in person when the person knows the person to be a peace officer or firefighter while the peace officer or firefighter is attempting to control other persons or traffic after a peace officer or firefighter directs the person to cease the attempt at conversation.

2829. DAMAGE TO PROPERTY. It shall be unlawful for any person to damage, destroy, deface or interfere, without lawful authority, the property of another.

2930. TRESPASS.

A. It shall be unlawful for any person to:

- (1) knowingly and without lawful authority, enter or remain within or on a building; or
- (2) enter upon the land of another, after receiving, prior to such entry, notice from the owner or occupant that such entry is forbidden; or
- (3) remain upon the land of another, after receiving notice from the owner or occupant to depart; or
- (4) present false documents or falsely represent his or her identity orally to the owner or occupant of a building or land in order to obtain permission from the owner or occupant to enter or remain in the building or on the land; or

- (5) knowingly and without lawful authority enter or remain upon any vehicle, aircraft or watercraft of another; or
- (6) enter upon the vehicle, aircraft or watercraft of another, after receiving, prior to such entry, notice from the owner or occupant that such entry is forbidden; or
- (7) remain upon the vehicle, aircraft or watercraft of another, after receiving notice from the owner or occupant to depart.

B. A person has received notice from the owner or occupant within the meaning of Subsection A. if he or she has been notified personally, either orally or in writing or if a printed or written notice forbidding such entry has been conspicuously posted or exhibited at the main entrance to such land or the forbidden part thereof.

C. This Section shall apply to land owned or supported in whole or in part with City funds, or Federal or State funds administered or granted through the City or any of its agencies, or any building on such land.

3034. TOBACCO and MINORS.

A. No person shall sell, buy for, distribute samples of or furnish any cigar, cigarette, smokeless tobacco or tobacco in any of its forms, to any minor under eighteen (18) years of age.

B. No minor under eighteen (18) years of age shall possess, purchase or attempt to purchase any cigar, cigarette, smokeless tobacco or tobacco in any of its forms.

C. For purposes of this Section, “smokeless tobacco” means any tobacco products that are suitable for dipping or chewing.

3132. RETAIL THEFT.

A. For purposes of this Section, the following definitions shall apply:

- (1) Conceal. To conceal merchandise means that, although there may be some notice of its presence, that merchandise is not visible through ordinary observation.
- (2) Full retail value means the merchant's stated or advertised price of the merchandise.
- (3) Merchandise means any item of tangible personal property.
- (4) Merchant means an owner or operator of any retail mercantile establishment or any agent, employee, lessee, consignee, officer, director, franchisee or independent contractor of such owner or operator.
- (5) Minor means a person who is less than nineteen (19) years of age, is unemancipated and resides with his/her parents or legal guardian.
- (6) Person means any natural person or individual.
- (7) Peace Officer means that as defined in 720 ILCS 5/2-13.
- (8) Premises of a retail mercantile establishment includes, but is not limited to, the retail mercantile establishment; and common use areas in shopping centers and all parking areas set aside by a merchant or on behalf of a merchant for the parking of vehicles for the convenience of the patrons of such retail mercantile establishment.
- (9) Retail Mercantile Establishment means any place where merchandise is displayed, held, stored or offered for sale to the public.
- (10) Shopping cart means those push carts of the type or types which are commonly provided by grocery stores, drug stores or other retail mercantile

establishments for the use of the public in transporting commodities in stores and markets and, incidentally, from the stores to a place outside the store.

(11) Theft detection shielding device means any laminated or coated bag or device designed and intended to shield merchandise from detection by an electronic or magnetic theft alarm sensor.

(12) Theft detection device remover means any tool or device specifically designed and intended to be used to remove any theft detection device from any merchandise.

(13) Under-ring means to cause the cash register or other sales recording device to reflect less than the full retail value of the merchandise.

B. It shall be unlawful for any person to knowingly:

(1) Take possession of, carry away, transfer or cause to be carried away or transferred, any merchandise displayed, held, stored or offered for sale in a retail mercantile establishment with the intention of retaining such merchandise or with the intention of depriving the merchant permanently of the possession, use or benefit of such merchandise without paying the full retail value of such merchandise; or

(2) Alter, transfer or remove any label, price tag, marking, indicia of value or other markings which aid in determining value affixed to any merchandise displayed, held, stored or offered for sale, in a retail mercantile establishment and attempts to purchase such merchandise personally or in consort with another at less than full retail value with the intention of depriving the merchant of the full retail value of such merchandise; or

- (3) Transfer any merchandise displayed, held, stored or offered for sale, in a retail merchandise establishment from the container or place in or on which such merchandise is displayed to any other container or place with the intention of depriving the merchant of the full retail value of such merchandise; or
- (4) Under-ring with the intention of depriving the merchant of the full retail value of the merchandise; or
- (5) remove a shopping cart from the premises of a retail mercantile establishment without the consent of the merchant given at the time of such removal with the intention of depriving the merchant permanently of the possession, use or benefit of such cart; or
- (6) Represent to a merchant that he or another is the lawful owner of property, knowing that such representation is false, and convey or attempt to convey the property to a merchant who is the owner of the property in exchange for money, merchandise credit or other property of the merchant; or
- (7) Use or possess any theft detection shielding device or theft detection device remover with the intention of using such device to deprive the merchant permanently of the possession, use or benefit of any merchandise displayed, held, stored or offered for sale in a retail mercantile establishment without paying the full retail value of such merchandise; or
- (8) Obtain or exert unauthorized control over property of the owner and thereby intend to deprive the owner permanently of the use or benefit of the

property when, as the lessee of the personal property of another, fails to return it to the owner, or fails to pay the full retail value of such property to the lessor in satisfaction of a contractual provision requiring such, within thirty (30) days after written demand from the owner for its return. A notice in writing, given after the expiration of the leasing agreement, by registered mail, to the lessee at the address given by the lessee and shown in the leasing agreement shall constitute property demand; or

(9) Remove or attempt to remove any theft detection device with the intention of depriving the merchant permanently of the possession, use or benefit of any merchandise displayed, held, stored or offered for sale in a retail mercantile establishment without paying the full retail value of such merchandise.

C. A person is presumed to have possessed, carried away or transferred merchandise with the intention of retaining it or with the intention of depriving the merchant permanently of the possession, use or benefit of such merchandise if such person:

(1) Conceals upon his/her person or among his/her belongings, unpurchased merchandise displayed, held, stored or offered for sale in a retail mercantile establishment; and

(2) Removes that merchandise beyond the last known station for receiving payments for merchandise in that retail mercantile establishment without paying the full retail value of such merchandise.

D. Any merchant who has reasonable grounds to believe that a person has committed retail theft may detain such person, on or off the premises of a retail mercantile establishment, in a reasonable manner and for a reasonable length of time for all or any of the following purposes:

- (1) to request identification;
- (2) to verify such identification;
- (3) to make reasonable inquiry as to whether such person has in his/her possession unpurchased merchandise and, to make reasonable investigation of the ownership of such merchandise;
- (4) to inform a peace officer of the detention of the person and surrender that person to the custody of a peace officer;
- (5) in the case of a minor, to inform a peace officer, the parents, guardian or other private person interested in the welfare of that minor of this detention and to surrender custody of such minor to such person.

E. A detention as permitted in this Section does not constitute an arrest or an unlawful restraint, as defined in 720 ILCS 5/10-3, nor shall it render the merchant liable to the person so detained.

3233. THEFT.

A. It shall be unlawful for a person to obtain control over lost or mislaid property when:

- (1) such person knows or learns the identity of the owner or knows, or is aware of, or learns of a reasonable method of identifying the owner; and,
 - (2) fails to take reasonable measures to restore the property to the owner;
- and,

(3) intends to deprive the owner permanently of the use or benefit of the property.

B. It shall be unlawful for any person to have in his/her possession any burglar's nippers, pick lock, skeleton key, bit jimmy or any other burglar's instrument or tool unless such possession is innocent or for a lawful purpose to make or alter or attempt to make or alter any key or other instrument that will open the lock of a building unless requested to do so by some person having the right and authority to make such request.

C. It shall be unlawful for a person to knowingly:

- (1) Obtain or exert unauthorized control over property of the owner; or,
- (2) Obtain by deception control over property of the owner; or,
- (3) Obtain by threat control over property of the owner; or,
- (4) Obtain control over stolen property knowing the property to have been stolen by another or under such circumstances as would reasonably induce the person to believe that the property was stolen, and:

(a) fails to promptly notify the owner or Decatur Police Department of such possession; or,

(b) intends to deprive the owner permanently of the use or benefit of the property; or,

(c) knowingly uses, conceals or abandons the property in such manner as to deprive the owner permanently of such use or benefit; or,

(d) uses, conceals or abandons the property knowing such use, concealment or abandonment probably will deprive the owner permanently of such use or benefit.

(5) Obtain the permanent or temporary use of property, labor or services of another which are available only for hire by means of threat or deception or knowing that such use is without the consent of the person providing the property, labor or services.

3334. **MOB ACTION.** It shall be unlawful for any person to engage in mob action which consists of any of the following:

- (1) The use of force or violence disturbing the public peace by two (2) or more persons acting together and without authority of law; or,
- (2) The assembly of two (2) or more persons to do an unlawful act; or,
- (3) The assembly of two (2) or more persons, without authority of law, for the purpose of doing violence to the person or property of anyone supposed to have been guilty of a violation of the law, or for the purpose of exercising correctional powers or regulative powers over any person by violence.

3435. **ASSAULT.** It shall be unlawful for a person, without lawful authority, to engage in conduct which places another in reasonable apprehension of receiving a battery.

3536. **BATTERY.** It shall be unlawful for a person to intentionally or knowingly without legal justification and by any means to:

- (1) Cause bodily harm to an individual, or,
- (2) Make physical contact of an insulting or provoking nature with an individual.

3637. **RECKLESS CONDUCT.** It shall be unlawful for any person to cause bodily harm or to endanger the bodily safety of an individual by any means if such person performs the acts

which cause the harm or endangers safety recklessly, whether the acts are otherwise lawful or unlawful.

3738. **TRUANCY.** A. It shall be unlawful for any person under the age of eighteen (18), enrolled in a public, private or parochial school, to absent himself or herself from attendance at school and to be present in any public place or on the premises of any establishment within the City of Decatur during the hours when the school is in session with student attendance required.

B. It shall be unlawful for any parent, guardian or custodian of a person under the age of eighteen (18) and enrolled in a public, private or parochial school, to permit or by insufficient control, to allow the minor to absent himself or herself from attendance at school and to be present in any public place or on the premises of any establishment within the City of Decatur during the hours when the school is in session with student attendance required.

C. It shall be unlawful for any owner, operator or any employee of an establishment to allow a person under the age of eighteen (18) and enrolled in a public, private or parochial school to be present or to remain upon the premises of the establishment in violation of Section A or Section B above during the hours that the Schools are in session with student attendance required.

D. It shall be a defense to Section A, B or C that the minor was:

- (1) Accompanied by the minor's parent, guardian, custodian, or responsible adult; without any detour or stop;
- (2) On an errand at the direction of the minor's parent, guardian, custodian, or responsible adult; without any detour or stop;
- (3) In a motor vehicle involved in interstate travel with the consent or authorization of a parent, guardian, or custodian;

- (4) Engaged in, going to or returning home from an employment activity pursuant to a cooperative school vocation program without any detour or stop;
- (5) Involved in an emergency or going to or returning from a medical appointment without any detour or stop;
- (6) Engaged in, going to or returning from an official school or religious activity or otherwise engaged in an activity which would constitute an excused absence from the school from which the minor would normally attend, including, but not limited to lunch periods;
- (7) Possessing valid proof that the minor is a student with permission to leave the school campus;
- (8) Engaged in a bona fide alternative education or home schooling program.

E. In addition to the defenses set forth in Subsection D above, it shall be a defense under Subsection C if the owner, operator, or employee of the establishment immediately upon discovery of a person reasonably believed to be in violation of this Section notified the Regional Office of Education, asked the person to leave their establishment and the minor refused to leave the establishment after being advised to do so by the owner, operator or employee.

F. In lieu of or in addition to any monetary penalties imposed after conviction, those charged with violation of this Section may be referred to the Macon County Truancy Court, Macon County Teen Court or other similar program.

3839. PENALTY. Any person, firm or corporation who shall violate any of the provisions of this Chapter shall, upon conviction, be fined a minimum of Two Hundred Fifty Dollars

(\$250.00) but not more than Five Hundred Dollars (\$500.00) for each offense, and each day on which a violation occurs or continues shall be considered a separate offense.

3940. **OTHER REMEDIES.** The fine provided for in Section 39 of this Chapter shall not be deemed to be the exclusive remedy for any act or thing constituting a nuisance under the provisions hereof, or under the common law, or to bar or prohibit the exercise of remedies, other than fine, applicable thereto.

Public Works

DATE: 9/21/2018

MEMO: 2018-52

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT:

Ordinance Providing for the Addition of a Portion of Brush College Road to the Municipal Street System of the City of Decatur, Macon County, Illinois
City Project 2009-33

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum 2018-52 and related documents.

ATTACHMENTS:

Description	Type
Council Memo 2018-52 Jurisdictional Transfer	Cover Memo
Ordinance JT Portion-Brush College Rd Ex A	Ordinance

**PUBLIC WORKS MEMORANDUM
NO. 2018-52**

DATE: September 21, 2018

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT: Ordinance Providing for the Addition of a Portion of Brush College Road to the Municipal Street System of the City of Decatur, Macon County, Illinois
City Project 2009-33

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Ordinances authorizing the Mayor to sign and the City Clerk to attest to the following jurisdictional transfer items:

1. Ordinance providing for the addition of a portion of Brush College Road to the municipal street system, from Faries Parkway north to East Harrison Avenue.
2. Ordinance providing for the addition of a portion of Faries Parkway to the municipal street system, from west of Brush College Road 0.71 miles to the east.

PRIOR COUNCIL ACTION:

These Jurisdictional Transfers are related to the City's Brush College Road / Faries Parkway Grade Separation Project. See Appendix A for prior Council actions on this project.

BACKGROUND:

On December 14, 2016, the City was informed by the Illinois Commerce Commission (ICC) that \$12 million in Grade Crossing Protection funds had been allocated in their 2018-2022 5-year crossing safety improvement plan. On June 5, 2018, the City received the announcement of the award of a \$25 million grant through the Illinois Competitive Freight Program for the Brush College / Faries Parkway Grade Separation Project.

With the notice of the Freight Program award, the City is petitioning the ICC to make their \$12 million available for the project now. Since the proposed project is centered on Brush College Road and Faries Parkway, it makes the petition process much cleaner if the subject roads are all under the jurisdiction of the City and part of the municipal street system. This removes Macon County and the Decatur Township from the ICC petition and assures that the major improvements are being made to streets under the control of the City.

Jurisdictional Transfer – Brush College Road

Brush College Road is maintained by the Macon County Highway Department from Faries Parkway, north to Illinois Route 48. Brush College south of Faries Parkway is maintained by the City. The Brush College Road / Faries Parkway Grade Separation bridge structure will occupy Brush College Road between Faries Parkway and East Harrison Avenue. It is proposed that the jurisdiction of this

portion of the road be transferred from the County to the City. The proposal has been approved by the Illinois Department of Transportation (IDOT) and the Macon County Engineer. It is scheduled to be presented to the Macon County Board in November.

Jurisdictional Transfer – Faries Parkway

Faries Parkway is maintained by Decatur Township from just west of Brush College Road, to the east about 0.71 miles, where the jurisdiction then returns to the City. The Brush College Road / Faries Parkway Grade Separation project will impact nearly the entire section of Faries Parkway currently under the jurisdiction of the Township. It is proposed that the jurisdiction of this portion of the road be transferred from the Township to the City. The proposal has been approved by IDOT and the Decatur Township Road Commissioner.

POTENTIAL OBJECTION: There are no known objections.

INPUT FROM OTHER SOURCES: Illinois Department of Transportation, Macon County, Decatur Township

LEGAL REVIEW: No Legal review has been performed. These **or** standard IDOT documents and forms.

STAFF REFERENCE: Matt Newell, Public Works Director. Matt will attend the City Council meeting to answer any questions of the Council on this item.

SCHEDULE:

The Jurisdictional Transfers will become official upon IDOT final approval which will follow City Council approval and Macon County approval.

BUDGET IMPLICATIONS:

Budget Impact: The proposed Jurisdictional Transfers should have minimal impact on the City's budget as the current roads are in good condition and will be largely rebuilt with pending grade separation project.

Staffing Impact: Staff impact is minimal.

Attach: 2

cc:

Appendix A

1. July 6, 2010 – City Council approved Resolution R2010-140, authorizing an engineering design services agreement with URS Corporation (now AECOM) to perform preliminary design work to improve the Brush College Road crossing of the Norfolk Southern rail yard south of Faries Parkway. The design services agreement was for \$811,000 and was paid for by an “Illinois Jobs Now!” grant from the State of Illinois.
2. July 6, 2010 – City Council approved Resolution R2010-141, authorizing a Local Agency Agreement with the Illinois Department of Transportation to provide \$811,000 to fund the design agreement between the City and URS Corporation.
3. November 9, 2011 – City Council approved Resolution R2011-175, authorizing a change order to the agreement with URS Corporation to provide an additional \$587,714 to expand the project to include a structure crossing Faries Parkway. The total design agreement increased to \$1,398,714.35.
4. November 21, 2011 – City Council approved Resolution R2011-177, authorizing an agreement with the Norfolk Southern Corporation in the amount of \$26,845 to review and comment on the preliminary design for the proposed rail yard crossing.
5. July 16, 2013 – City Council approved Resolution R2013-71, authorizing a change order to the agreement with URS Corporation to provide an additional \$39,998. The total design agreement increased to \$1,438,712.35.
6. May 18, 2015 – City Council approved Resolution R2015-54, authorizing a Professional Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc. (AECOM) of Decatur, IL, for the not-to-exceed amount of \$2,156,599 to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
7. May 18, 2015 – City Council approved Resolution R2015-55, authorizing a Local Agency Agreement for State Participation to fund \$2,006,014 of the project costs through an Illinois Jobs Now! Grant.
8. April 17, 2017 – City Council approved Resolution R2017-47 terminating an Engineering Services Agreement with AECOM Technical Services, Inc. (AECOM) of Decatur, IL, to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
9. August 7, 2017 – City Council approved Resolution R2017-96 authorizing a professional services agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform land acquisition services for the Brush College Road Improvement Project for a fee not to exceed \$168,375.
10. August 7, 2017 – City Council approved Resolution R2017-97 authorizing a Local Agency Agreement for State Participation with the State of Illinois for the use of Illinois Jobs Now! Funds for land acquisition for the Brush College Road Improvement Project utilizing the remainder of the City’s Illinois Jobs Now! grant which is \$2,006,014. The agreement amount included the payment of 100% of the land acquisition services agreement with CMT for \$168,375 and the remainder to be allocated toward property purchases.

ORDINANCE NO. _____

**ORDINANCE PROVIDING FOR THE ADDITION OF A PORTION OF BRUSH
COLLEGE ROAD TO THE MUNICIPAL STREET SYSTEM OF THE CITY OF
DECATUR, MACON COUNTY, ILLINOIS.**

WHEREAS, the County of Macon and the City of Decatur desire to enter into a Local Agency Agreement for transfer of jurisdiction of Brush College Road to the Municipal Street System.

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

Section 1. That Brush College Road from the north curb line of Faries Parkway (FAU 7369) northerly to 160 feet north of the north curb line of East Harrison Avenue (MUN 2080H) be added to the Municipal Street System.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute the above-mentioned AGREEMENT, hereby attached as Exhibit A and made a part hereof.

Section 3. The City Clerk of the City of Decatur is directed to forward a certified copy of this Ordinance to the State of Illinois through its Regional Engineer's office at Effingham, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 1st day of October, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

STATE OF ILLINOIS)
COUNTY OF MACON) SS.
CITY OF DECATUR)

I, KIM ALTHOFF, City Clerk of the City of Decatur, Illinois, DO HEREBY CERTIFY that the foregoing ordinance is a true and correct copy of an ordinance adopted by the Council of the City of Decatur, Illinois at a Regular Meeting of said Council, held on the 1st day of October, 2018, and that the same was signed and approved by the Mayor of said City on the 1st day of October, 2018.

I DO FURTHER CERTIFY that the original of which the foregoing is a true and correct copy is entrusted to me as Clerk of said City for my safekeeping, and that I am the lawful keeper and custodian of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation this 1st day of October, 2018.

CITY CLERK OF DECATUR, ILLINOIS

(SEAL)



Illinois Department of Transportation

Local Agency Agreement for Jurisdictional Transfer

Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality: N/A	Municipality: City of Decatur
Township/Road District: N/A	Township/Road District: N/A
County: Macon	County: Macon

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name Brush College Road/CH 1 Route FAU 7448 Length 0.19 mi.
Termini From the north curb line of Faries Parkway (FAU 7369) northerly to 160 feet north of the north curb line
of E Harrison Ave. (MUN 2080H) in its entirety.

This transfer ☐ does ☒ does not include Structure No. _____

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

☒ upon IDOT approval ☐ _____ calendar days after _____.

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement #1 Location Map, #2 Macon County Resolution, #3 City Ordinance

(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Jay A. Dunn

Name Julie Moore Wolfe

Title Macon County Board Chair
Chairman County Board/Mayor/Village President/etc.

Title Mayor, City of Decatur
Chairman County Board/Mayor/Village President/etc.

Signature _____ Signature _____

APPROVED

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION By: _____

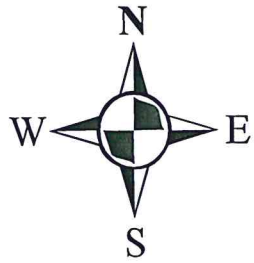
Director, Office of Planning and Programming

Date

LOCATION MAP



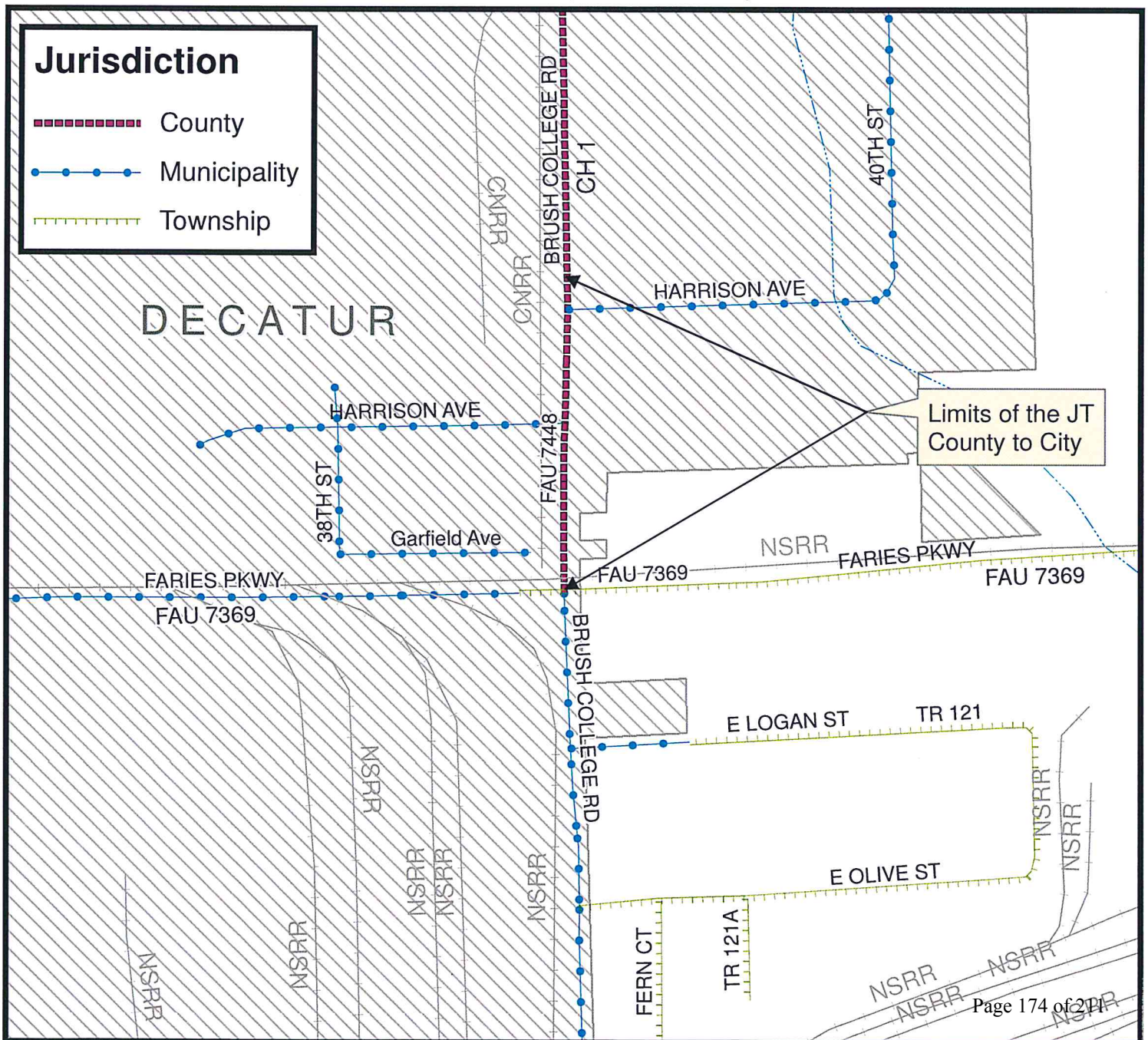
Illinois Department of Transportation Jurisdictional Transfer



MACON COUNTY
TO
CITY OF DECATUR

FAU 7448
BRUSH COLLEGE ROAD / CH 1

from the north curb line of Faries Parkway (FAU 7369)
northerly to 160' north of the north curb line of E Harrison Ave
(MUN 2080H), in its entirety



ORDINANCE NO. _____

**ORDINANCE PROVIDING FOR THE ADDITION OF EAST FARIES
PARKWAY IN ITS ENTIRETY TO THE MUNICIPAL STREET SYSTEM OF THE
CITY OF DECATUR, MACON COUNTY, ILLINOIS.**

WHEREAS, the Decatur Township and the City of Decatur desire to enter into a Local Agency agreement for jurisdictional transfer of East Faries Parkway to the Municipal Street System.

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

Section 1. That East Faries Parkway from the intersection of East Faries Parkway and railroad crossing #328518T (0.05 mi. west of Brush College Road) heading easterly to the municipal limits east of railroad crossing #328512C, in its entirety, be added to the Municipal Street System.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute the above-mentioned AGREEMENT, hereby attached as Exhibit A and made a part hereof.

Section 3. The City Clerk is directed to forward a certified copy of this Ordinance to the State of Illinois through its Regional Engineer's office at Effingham, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 1st day of October, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

STATE OF ILLINOIS)
)
COUNTY OF MACON) SS.
)
CITY OF DECATUR)

I, KIM ALTHOFF, City Clerk of the City of Decatur, Illinois, DO HEREBY CERTIFY that the foregoing ordinance is a true and correct copy of an ordinance adopted by the Council of the City of Decatur, Illinois at a Regular Meeting of said Council, held on the 1st day of October, 2018, and that the same was signed and approved by the Mayor of said City on the 1st day of October, 2018.

I DO FURTHER CERTIFY that the original of which the foregoing is a true and correct copy is entrusted to me as Clerk of said City for my safekeeping, and that I am the lawful keeper and custodian of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation this 1st day of October, 2018.

CITY CLERK OF DECATUR, ILLINOIS

(SEAL)



Illinois Department of Transportation

Local Agency Agreement for Jurisdictional Transfer

Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality:	Municipality: City of Decatur
Township/Road District: Decatur Township	Township/Road District:
County: Macon	County: Macon

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name East Faries Parkway Route FAU 7369 Length 0.71 mi.
Termini from the intersection of East Faries Parkway and Railroad Crossing #328518T (0.05 mi. west of Brush College Rd.) heading easterly to the municipal limits east of Railroad Crossing #328512C in its entirety.

This transfer ☐ does ☒ does not include Structure No. _____

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

☒ upon IDOT approval ☐ _____ calendar days after _____

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement #1 - Location Map, #2 - City of Decatur Ordinance

(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Gary Brennan

Name Julie Moore Wolfe

Title Road Commissioner

Title Mayor

Chairman County Board/Mayor/Village President/etc.

Chairman County Board/Mayor/Village President/etc.

Signature Gary Brennan

Signature _____

APPROVED

STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION By: _____

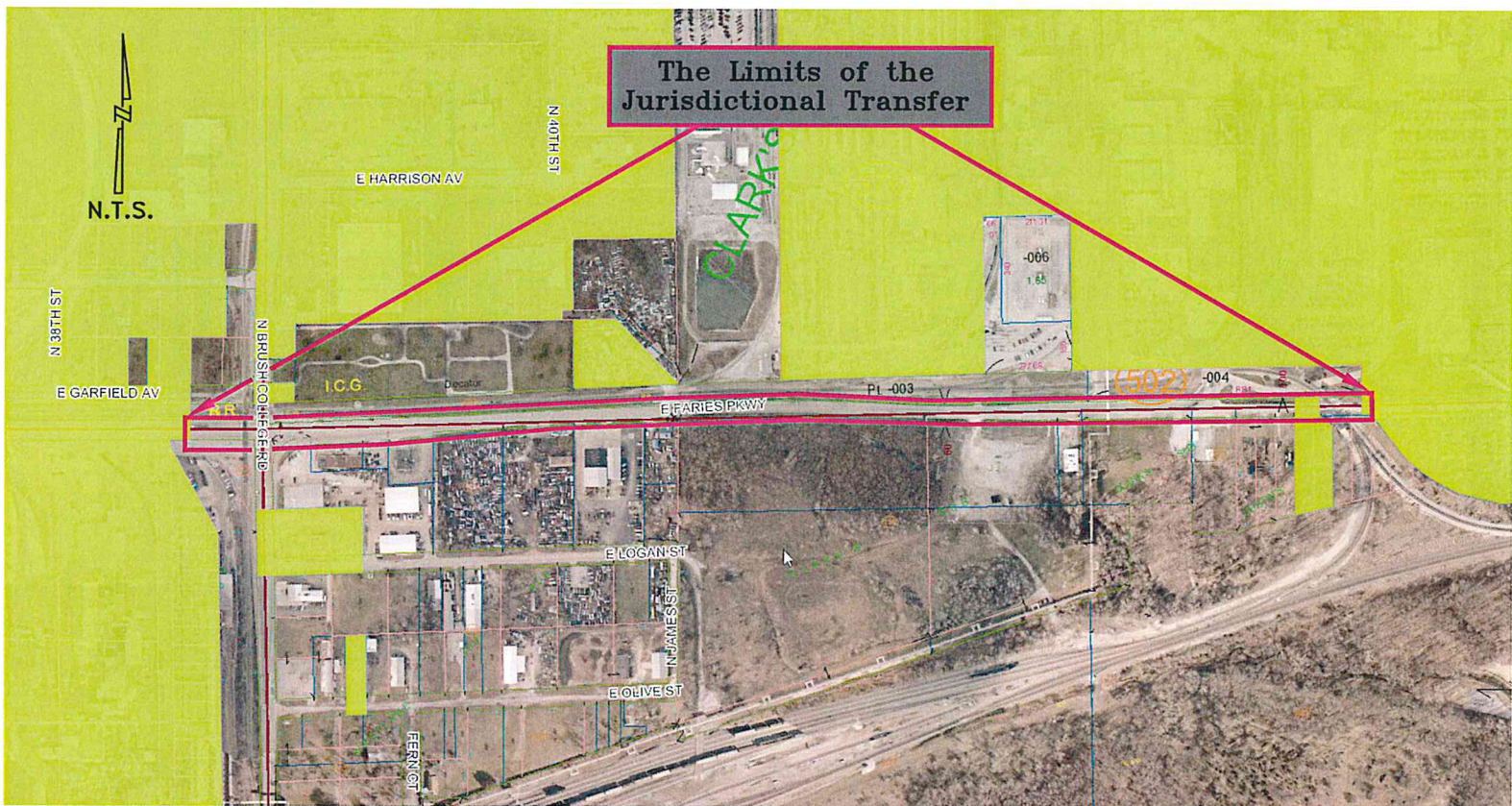
Director, Office of Planning and Programming

Date

**CITY OF DECATUR
DEPARTMENT OF PUBLIC WORKS
JURISDICTIONAL TRANSFER**

Decatur Township to the City of Decatur
East Faries Parkway
from the intersection of East Faries Parkway and Railroad
Crossing #328518T (0.05 mi west of Brush College Rd)
Heading easterly to the municipal limits east of Railroad
Crossing #328512C, in its entirety

LOCATION MAP



Note: Properties shaded light green are inside the City of Decatur corporate limits.

ATTACHMENTS:

Description	Type
Decatur City Plan Commission Minutes July 5, 2018	Backup Material
Decatur City Plan Commission Minutes August 2, 2018	Backup Material

**MINUTES OF THE MEETING
OF THE
DECATUR CITY PLAN COMMISSION**

Thursday, July 5, 2018
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The July 5, 2018 meeting of the Decatur City Plan Commission was called to order at 3:21 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Acting Chairman Kent Newton who determined a quorum was present.

Members Present: Bill Clevenger, Bruce Frantz, Jack Myatt, Kent Newton
Mike Peoples, Tom Brinkoetter

Members Absent: Bruce Jeffery, Susie Peck, Glenn Livingston

Staff Present: Joselyn Stewart, Ray Lai, Paul Caswell,
Wendy Morthland, Randy Johner, Tara Bachstein

II. Approval of Minutes of the June 7, 2018 City Plan Commission Meeting

It was moved and seconded (Frantz/Myatt) to approve the minutes of the June 7, 2018 meeting of the Decatur City Plan Commission. Motion carried with Kent Newton and Tom Brinkoetter abstaining.

III. New Business

Case No. 18-23 Petition of B & R DEVELOPMENT, LLP, to rezone property located at 1201 EAST WOOD STREET from B-1 Neighborhood Shopping District to B-2 Commercial District.

It was moved and seconded (Frantz/Myatt) to forward Case No. 18-23 to the City Council with a recommendation for approval as set forth in the staff report.

Mrs. Joselyn Stewart was sworn in by Ms. Tara Bachstein.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with the recommendation of staff:

The surrounding zoning districts include B-2 Commercial District to the north and northwest, R-3 Single-Family Residence District to the south, R-3 Single-Family Residence District and R-5 Two Family Residence District to the east, and R-3 Single-Family Residence District and B-2 Commercial District to the west. The Macon County and Decatur Comprehensive Plan shows this area as Residential – Low Density and Retail. The proposed B-2 zoning would be compatible and consistent with adjacent zoning and uses to the north, northwest and west. Also, rezoning the “B-1” District portion of the site to “B-2” District would bring uniformity in zoning for the entire site, i.e. B-2 District. As a result, this would allow zoning conformance to the existing commercial facility and any of its future expansion.

Section XXIX. requires the Plan Commission to hold a public hearing on a rezoning request, and

forward its report and recommendation to the City Council for a final decision. A motion to forward Case 18-23 to City Council by the Plan Commission with a recommendation was warranted.

Mrs. Mary Cave, representative of the petitioner, was sworn in by Ms. Bachstein.

Mrs. Cave stated the petitioner was asking for the rezoning so the zoning of the property would be uniform for marketing.

There were no objectors present.

Upon call of the roll, Commission members Bill Clevenger, Bruce Frantz, Jack, Myatt, Mike Peoples, Tom Brinkoetter and Acting Chairman Kent Newton voted aye. Acting Chairman Newton declared the motion carried.

Case No. 18-24 Petition of CHRISTINA LY, for a Conditional Use Permit in the B-2 Commercial District to allow for mixed use – residential and any combination of office and/or commercial in one building located at 5130 HICKORY POINT FRONTAGE ROAD.

It was moved and seconded (Frantz/Myatt) to forward Case No. 18-24 to the City Council with a recommendation for approval as set forth in the staff report.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with the recommendation of staff:

The subject site contains a multi-story 14,895 square foot commercial building with office units and an attached garage on an approximately 1.07 acre site on the northeast corner of Interstate 72 and State Route 51. This subject site is zoned B-2 Commercial District.

The subject petition is a request for a Conditional Use Permit to allow for mixed use – residential and any combination of office and/or commercial in the existing 3-story office building with multiple tenants in the B-2 District. Some of the office units are proposed to be converted to residential units.

The petitioner proposes to have eight (8) commercial units ranging from 300 square feet to 2,400 square feet on the 1st floor and six (6) studio residential units ranging from 200 square feet to 745 square feet on the 2nd floor. There is currently a 4,000 square foot commercial unit in the basement that the petitioner wishes to convert into six (6) residential units in 2021.

Staff supports the requested Conditional Use Permit for a proposed mixed-use development of residential/commercial units as it will help to better serve the northern part of the community.

According to Section XXII.A.3. there are three standards which must be met in order to grant a Conditional Use Permit. The first standard requires that the use be “necessary for the public convenience at the location.” The proposed use is generally compatible with the surrounding area and the mixed-use development will provide residential and commercial units for area residents and businesses in the northern part of the community. The location of the subject site allows easy access to Interstate 72 or Route 51. However, in keeping with the recommended use of the site for retail in the Comprehensive Plan and considering the surrounding uses, staff is of the opinion that the primary use of the building should remain as commercial. No more than 50% of the units should be residential.

Depending on the final number of office and residential units, adequate parking has to be provided that meets the minimum off-street parking requirements for both types of uses.

The proposed use also meets the second standard. The facility is located and designed to be operated in a manner in which the public health, safety and welfare will be protected. If the Conditional Use

Permit is approved for three (3) or more residential units, the building would be classified as commercial with residential usage. Therefore, according to Section 903.2.8 of the 2009 International Building Code, all residential units must be protected with an automatic sprinkler system.

Lastly, the facility should not cause injury to the value of other properties in the areas as stated by the third standard. The commercial building has been at this location for a number of years and it seems not to have had any detrimental effects on the area.

Staff recommends approval of the petition with the following conditions:

1. Two full sets of sealed architecture plans will be required due to the change in use of the building.
2. All residential units must be protected with an automatic sprinkler system, if three (3) or more residential units are proposed.
3. No more than fifty (50) percent of the number of units can be residential units.
4. All off-street parking shall meet the requirements of the Zoning Ordinance.
5. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to permits being released.

Since the staff report was written, the petitioner has decided to only convert two units that will total 900 square feet.

Mr. John Stock, representative of the petitioner, was sworn in by Ms. Bachstein.

Mr. Bruce Frantz asked if the commercial areas would have an automatic sprinkler system. Mr. Stock said there are currently no existing sprinklers. Staff stated if three (3) residential units were to be built, sprinklers would be required by the Building Code.

There were no objectors present.

Upon call of the roll, Commission members Bill Clevenger, Bruce Frantz, Jack, Myatt, Mike Peoples, Tom Brinkoetter and Acting Chairman Kent Newton voted aye. Acting Chairman Newton declared the motion carried.

IV. Appearance of Citizens

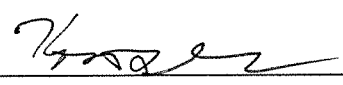
No citizen expressed comments.

V. Comments and Information from Commission Members

Mr. Jack Myatt welcomed Mr. Tom Brinkoetter as the newest member to Plan Commission. Staff stated that Mr. Brinkoetter had been on the Zoning Board of Appeals and transferred to the Plan Commission.

VI. Adjournment

There being no further business, it was moved and seconded (Myatt/Frantz) to adjourn the meeting. Motion carried unanimously. Acting Chairman Peck declared the meeting adjourned at 3:36 P.M.



Kent Newton, Secretary Decatur City Plan Commission

**MINUTES OF THE MEETING
OF THE
DECATUR CITY PLAN COMMISSION**

Thursday, August 2, 2018
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The August 2, 2018 meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Acting Chairman Susie Peck who determined a quorum was present.

Members Present: Bill Clevenger, Bruce Frantz, Jack Myatt,
Mike Peoples, Tom Brinkoetter, Susie Peck

Members Absent: Bruce Jeffery, Kent Newton

Staff Present: Joselyn Stewart, Ray Lai, John Robinson, Kim Althoff

II. Approval of Minutes of the July 5, 2018 City Plan Commission Meeting

It was moved and seconded (Frantz/Clevenger) to approve the minutes of the July 5, 2018 meeting of the Decatur City Plan Commission. Motion carried unanimously.

III. New Business

Case No. 18-30 Petition of ST. FRANCIS HOSPITAL of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation, and ST. MARY'S HOSPITAL, Decatur, of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation, for a Conditional Use Permit in the B-2 Commercial District to allow for an ambulance service at 1102 WEST RAVINA PARK ROAD.

It was moved and seconded (Frantz/Clevenger) to forward Case No. 18-30 to the City Council with a recommendation for approval as set forth in the staff report.

Mrs. Joselyn Stewart was sworn in by Mrs. Kim Althoff.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with the recommendation of staff:

The subject site was rezoned in 2005 to B-2 Commercial District to allow for the construction of a storage garage and office.

On December 1, 2011, the Plan Commission voted to recommend approval of the petition to allow a Conditional Use Permit (CUP) on the B-2 zoned property for an ambulance service in the existing building. It was approved by City Council on January 17, 2012. The Conditional Use Permit was granted to Mike Burkham of Professional Management and Leasing for Decatur Ambulance Service (DAS); however, the Permit is not transferable.

The current petitioner has recently acquired the assets of DAS and intends to continue providing ambulance service to the community using the same personnel, equipment, locations, etc. as was provided by DAS. With the new ownership, a new CUP would be needed.

The subject petition is for a Conditional Use Permit to allow for continued operation of an ambulance service, but under the new ownership. No changes to the existing building and parking layout are proposed.

Adequate landscaping for the parking lot and the front yard have been provided. There is a buffer yard along the east side of the property which is north of the existing building as well as portions of the west side of the property. A 23.8 foot buffer yard is shown on an existing plan along both the east and west sides north of the building. This buffer yard is currently a wooded area.

According to Section XXII.A.3. there are three standards which must be met in order to grant a Conditional Use Permit. With no changes to the existing building and parking layout, staff believes the current proposal continues to meet the same three standards under which the previous Conditional Use Permit for the same use was approved in 2012.

Staff recommends approval of the petition as submitted with the following conditions:

1. Landscaping: All existing trees and vegetation located in the required 23.8 foot buffer yard shall remain intact.
2. If approved by City Council, the Ordinance shall not be signed until a copy of the recorded deed has been given to the City Clerk showing St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation as the owner of the property.

Mrs. Stewart said she has received the recorded deed showing St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis as the owner.

Mr. Shane Mendenhall, representative of the petitioner, was sworn in by Mrs. Althoff.

Mr. Mendenhall stated there will be no changes to the existing property. The change in ownership requires a Conditional Use Permit.

There were no objectors present.

Upon call of the roll, Commission members Bill Clevenger, Bruce Frantz, Jack, Myatt, Mike Peoples, Tom Brinkoetter and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

Case No. 18-31 Petition of ST. FRANCIS HOSPITAL of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation, and ST. MARY'S HOSPITAL, Decatur, of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation, for a Conditional Use Permit in the B-2 Commercial District to allow for an ambulance service at 417, 447, 453, and 461 WEST WOOD STREET.

It was moved and seconded (Brinkoetter/Peoples) to forward Case No. 18-31 to the City Council with a recommendation for approval as set forth in the staff report.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with the recommendation of staff:

On March 6, 2008, the Plan Commission voted to recommend approval of the petition to allow a Conditional Use Permit (CUP) in the B-2 District for an ambulance service. It was approved by City Council on March 17th, 2008.

The Conditional Use Permit was granted to Mike Burkham of Professional Management and Leasing for Decatur Ambulance Service (DAS); however, the permit is not transferable.

The current petitioner has recently acquired the assets of DAS and intends to continue providing ambulance service to the community using the same personnel, equipment, locations, etc. as was provided by DAS with the new ownership, a new CUP would be needed.

The subject petition is for a Conditional Use Permit to allow for continued operation of an ambulance service, but under the new ownership. No changes to the existing building and parking layout are proposed.

According to Section XXII.A.3. there are three standards which must be met in order to grant a Conditional Use Permit. With no changes to the existing building and parking layout, staff believes the proposal continues to meet the same standards under which the previous Conditional Use Permit for the same use was approved in 2008.

Staff recommends approval of the petition as submitted.

1. If approved by City Council, the Ordinance shall not be signed until a copy of the recorded deed has been given to the City Clerk showing St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation as the owner of the property.

Mrs. Stewart said she has received the recorded deed showing St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis as the owner.

There were no objectors present.

Upon call of the roll, Commission members Bill Clevenger, Bruce Frantz, Jack, Myatt, Mike Peoples, Tom Brinkoetter and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

Case No. 18-34 Petition of RAYMOND LAI, DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT of the City of Decatur, for proposed amendments to the City of Decatur Zoning Ordinance (Ord. #3512, as amended) regarding small wireless facilities, including but not be limited to Section II Definitions, Section XXVII Wireless Facilities, and Section XXX Zoning Board of Appeals.

It was moved and seconded (Myatt/Peoples) to forward Case No. 18-34 to the City Council with a recommendation for approval as set forth in the staff report.

Mr. Ray Lai discussed and presented slides (available for viewing upon request) along with the recommendation of staff:

The Illinois General Assembly has recently enacted Public Act 100-0585, known as the Small Wireless Facilities Deployment Act (Act), which became effective on June 1, 2018. The Act restricts the regulatory authority of Illinois municipalities over small wireless facilities, commonly known as "small cells". Municipalities throughout Illinois were provided two months from the effective date of June 1, 2018, to either adopt fees through an ordinance or provide a fee schedule, pursuant to the Act. Accordingly, on July 16, 2018, the City Council of Decatur considered and

approved an amendment of the City Code by adding a new Chapter 41.2 titled Small Wireless Facilities via Ordinance 2018-29.

Public right-of-way is viewed as a very convenient location for these small cell wireless facilities.

Per Ordinance 2018-29, small wireless facilities shall be classified as permitted uses and subject to administrative review, except as provided in provisions regarding height exceptions or variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.

Thus, in keeping with the Act and Ordinance 2018-29, corresponding and related amendments to the City of Decatur Zoning Ordinance are warranted.

In keeping with the Act and Ordinance 2018-29, corresponding amendments are considered necessary and appropriate to certain sections of the Zoning Ordinance including "Definitions" section (Section II), "Wireless Facilities" section (Section XXVII), and the Zoning Board of Appeals in the "Zoning Board of Appeals" section (Section XXX).

Current zoning regulations for all wireless communication facilities including small wireless facilities still apply, except those small wireless facilities collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use. These exempted small wireless facilities are subject to provisions contained in Ordinance 2018-29 (Chapter 41.2 Small Wireless Facilities of the City Code of the City of Decatur).

Staff recommends approval of the amendments contained in the staff report. A copy of the proposed amendments is attached.

Mr. Bruce Frantz asked if there was a fee schedule. Mr. Lai stated the fees are established by City Code 41.2 and an additional fee would be required if a variance was requested.

Mr. Frantz asked who is paying for the power to the wireless stations. Mr. John Robinson said the owner of the transmission facility would be required to pay for power.

Mr. Bill Clevenger asked if the wireless stations were installed on Park District property would they be subject to City approval and City fees. Mr. Lai said that is correct. Mr. Robinson said the Park District would be treated as a property owner and would have to have an agreement with the company wishing to install the wireless station.

There were no objectors present.

Upon call of the roll, Commission members Bill Clevenger, Bruce Frantz, Jack, Myatt, Mike Peoples, Tom Brinkoetter and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

No citizen expressed comments.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

Mr. Lai stated that former Chairman Glenn Livingston has resigned from the Plan Commission due to his work travel schedules and availability. Mr. Lai expressed appreciation of Mr. Livingston's service on behalf of the City.

VI. Adjournment

There being no further business, and upon the call of roll, Acting Chairman Peck declared the meeting adjourned at 3:20 P.M.

A handwritten signature in blue ink, appearing to read "Kent Newton", is positioned above a horizontal line.

Kent Newton, Secretary Decatur City Plan Commission

City Clerk

DATE: 9/24/2018

MEMO: 2018-40

TO: Mayor Julie Moore Wolfe and Decatur City Council Members

FROM: Billy Tyus, Interim City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Reappointment - Civil Service Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointment of Tony Wilkins to the Civil Service Commission.

ATTACHMENTS:

Description	Type
Resolution Approving Reappointment	Cover Memo

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the reappointment by the Mayor of the following named as member of the board or commission set opposite his respective name, to serve a term expiring upon the date set opposite his respective name or until their respective successor is appointed and qualified:

Wilkins, Tony

Civil Service Commission

7/20/2021

DATED this 1st day of October, 2018.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2018-_____
RESOLUTION APPROVING REAPPOINTMENT

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

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

PRESENTED AND ADOPTED this 1st day of October, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 1st day of October, 2018.

Julie Moore Wolfe, Mayor

Public Works

DATE: 9/20/2018

MEMO: 2018-49

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Billy Tyus, interim City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT: Amended Ordinance Authorizing a Lift Station Easement and Access Agreement Between the City of Decatur and Clifford Mason.

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the following:

1. An Amended Ordinance amending Ordinance 2018-22 approved on May 21, 2018 and authorizing the execution of a Lift Station Easement and Access Agreement between the City of Decatur and Clifford Mason.
2. An Ordinance authorizing the execution of a utility easement between the City of Decatur and Central Illinois Bank as Trustee under Trust No. 90-5069.

BACKGROUND:

Love's Travel Stop has provided the City additional easements for the construction of the water main and sanitary sewer pump station infrastructure built by Love's for the City, see Exhibit 1.

Sanitary Sewer Pump Station:

Love's Travel Stop Contractors found during construction, a conflict in the location of the sanitary sewer pump station. The proposed solution requires the relocation of the station, which requires the previously recorded easement be amended.

Water Main Utility Easement:

The Love's site requires a water main loop from County Fair Drive to the water main at Ash Avenue/Interstate 72. The easement with the property owner agrees to allow the 3-2" taps, waiving the tapping charge. Costs to install and tap the main will be paid for by Love's.

SCHEDULE: Work for the Love's Travel Stop construction is ongoing.

LEGAL REVIEW: The easement was reviewed and approved by Legal Counsel.

PRIOR COUNCIL ACTION:

May 21, 2018 - Council approved Resolution R2018-51 authorizing a Redevelopment Agreement Love's Travel Stops and Country Stores, Inc.

May 21, 2018 - Council approved Resolution R2018-52 authorizing a City Rider to the Highway Permit with Illinois Department of Transportation for Love's Travel Center and Country Stores, Inc.

May 21, 2018 - Council approved Resolution R2018-53 authorizing a temporary construction easement between the City of Decatur and Clifford Mason.

May 21, 2018 - Council approved Resolution R2018-54 authorizing a temporary construction easement between the City of Decatur and Carol Klepzig.

May 21, 2018 - Council approved Ordinance 2018-22 authorizing a Lift Station Easement and Access Agreement between the City of Decatur and Clifford Mason.

June 18, 2018 - Council approved Ordinance 2018-84 authorizing a temporary construction easement between the City of Decatur and Jeffrey L. Shade, Thomas M. Shade, Sarah M. Peterson, as Trustee of the Sarah M. Peterson Trust, and William P. Shade III, as Trustee of the William P. Shade III Trust.

August 6, 2018 - Council approved Resolution R2018-97 accepting the bid and execution a contract with Dunn Company for the 2018 Local Motor Fuel Tax Street Improvement Project (County Fair Drive), City Project 2018-26.

August 20, 2018 - Council approved Resolution 2018-112 authorizing a highway permit with the Illinois Department of Transportation for the reconstruction of County Fair Drive.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: Love's Travel Stop and Country Store, Inc.

STAFF REFERENCE: Matthew Newell, Public Works Director and Paul Caswell, City Engineer. Matthew Newell will attend the City Council meeting to answer any questions of the Council on this item. This memorandum was prepared by Paul Caswell, P.E., City Engineer.

BUDGET/TIME IMPLICATIONS:

Budget Impact: None. All cost associated with the easement was paid for by Love's Travel Stop and Country Stores, Inc.

Staff Impact: None

ATTACHMENTS:

Description	Type
2018-49 Amended Ordinance Authorizing a Lift Station Easement and Access Agreement between the City of Decatur and Clifford Mason	Ordinance
2018-49 Location Map	Backup Material

AMENDED ORDINANCE NO. _____

**AMENDED ORDINANCE AUTHORIZING A LIFT STATION EASEMENT
AND ACCESS AGREEMENT BETWEEN THE CITY OF DECATUR
AND CLIFFORD MASON**

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

Section 1. That the Lift Station Easement and Access Agreement presented to the City Council herewith and attached as Exhibit 1, between the City of Decatur and Clifford Mason, for the following legal description be, and it is hereby, received, placed on file and approved.

EASEMENT FOR SANITARY PUMP STATION

A part of Lot 16 of County Fair Commercial/Industrial Park II as per plat recorded in Book 1832 on page 148 of the records in the Recorder's Office of Macon County, Illinois.

Said PERMANENT EASEMENT described as follows: Beginning at the Southwesterly corner of said Lot 16, said point being the intersection of the Southeasterly Right of way line of County Fair Drive and the Northeasterly right of way line of Illinois Route 121; thence Southeasterly along the Southwesterly line of said Lot 16 for 169.52 feet; thence Northeasterly parallel with the Southeasterly line of said Lot 16 for 38.0 feet; thence Northwesterly along a line parallel with Southwesterly line of said Lot 16 for 35.0 feet; thence Southwesterly along a line parallel with the Southeasterly line of said Lot 16 for 26.0 feet; thence Northwesterly along a line 12 feet Northeasterly of and parallel with the Southwesterly line of said Lot 16 to the Northwesterly line of said Lot 16; thence Southwesterly 12.0 feet to the point of beginning.

Containing 0.07 acres more or less.

(SHOWN ON ACCESS EASEMENT PLATT ATTACHED HERETO AS EXHIBIT A
AND MADE A PART HEREOF)

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Lift Station Easement and Access Agreement on behalf of the City of Decatur.

Section 3. That Ordinance 2018-22 approved by City Council on May 21st, 2018 is hereby amended and previous Lift Station Easement and Access Agreement recorded with the Macon County Recorder of Deeds in Book 4623 on Page 703, on the 29th day of May, 2018, is hereby amended.

PRESENTED, PASSED, APPROVED AND RECORDED this 1st day of October, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK

PREPARED BY AND RETURN TO:

(Space above reserved for recording information)

**LIFT STATION EASEMENT AND ACCESS AGREEMENT AND
VACATION OF PREVIOUSLY RECORDED LIFT STATION EASEMENT**

THIS LIFT STATION EASEMENT AND ACCESS AGREEMENT (the "Agreement") is entered into effective as of the ____ day of September, 2018 (the "Effective Date"), by and between **CLIFFORD MASON**, an individual, whose address for notice is 161 Hightide Dr., Decatur, IL 62521 ("Grantor"), and **THE CITY OF DECATUR, ILLINOIS**, an Illinois municipal corporation ("Grantee"), having a mailing address of 1 Gary K. Anderson Plaza, Decatur, IL 62523.

RECITALS

A. Grantor owns a tract of land located Macon County, Illinois, as depicted on the Easement Plat marked Exhibit A and further described in the legal description marked Exhibit B attached hereto (the "Easement Area");

B. Grantee desires to construct, maintain, repair, and operate a sanitary sewer lift station, with related equipment and appurtenances (the "Lift Station") on the Easement Area; and

C. Grantor desires to grant to Grantee such non-exclusive easement and access rights in and to the Easement Area as may be necessary to allow Grantee to operate and maintain the Lift Station and its related equipment and appurtenances, all under the terms and conditions set forth below.

NOW, IN CONSIDERATION of the terms and conditions hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **GRANT OF LIFT STATION EASEMENT.** Grantor hereby grants and conveys to Grantee, a perpetual, non-exclusive easement over, across, upon and under the Easement Area for purposes of (i) constructing, utilizing, repairing, maintaining, replacing and removing the Lift Station, and its related equipment, infrastructure, and facilities; and (ii) installing, utilizing, repairing, maintaining, replacing and removing sanitary sewer and force main sewer lines, and any and all attendant equipment, infrastructure and facilities on and under the Easement Area, as may be necessary to utilize the Lift Station (collectively, the "Lift Station Easement"), together with the right of reasonable ingress and egress to and from the Lift Station as necessary in connection with any of the foregoing.

2. **MANNER OF PERFORMANCE.** Grantee's rights hereunder shall be exercised (i) in compliance with all applicable laws, regulations and codes, and (ii) in a manner to minimize any unreasonable disruption or interference with Grantor's use of Grantor's adjacent property.

3. **RESERVED RIGHTS.** Notwithstanding the grant of the Easements set forth above, Grantor specifically reserves the right to use Grantor's adjacent property in any manner which does not materially interfere with

Grantee's exercise of its rights hereunder. Except as expressly provided in this Agreement, Grantee shall not build, construct, or install (or permit to be built, constructed, or installed) any permanent improvements, structures, fences, foliage or vegetation, or other improvements of any nature or description on, upon, under, over or across the Easement Tract.

4. **EXEMPTION FROM TAP-IN FEES.** Upon payment of customary monthly usage fees, Grantor shall be entitled to utilize the Lift Station. Grantor shall not be required to pay any advance or initial impact, connection, tap-in fees or the like related to connection to the Lift Station, it being understood that any and all such fees, charges, or special assessments will be and are hereby waived by Grantee as partial consideration for Grantor's granting of the Lift Station Easement.

5. **NOTICES.** Any and all notices to which the parties shall be entitled hereunder or under any law, statute, rule, regulation, order, ordinance or policy of any governmental agency or entity having jurisdiction of the subject matter for which this Agreement is granted, shall be deemed delivered when the same has been placed in the U.S. Mail in a properly stamped envelope or other appropriate mail container, addressed to the addresses shown above, bearing the adequate amount of postage to result in delivery of same to the address shown thereon, and sent by certified mail, return receipt requested, to the party to whom such notice is given. In the alternative, either party may give such notice by United Parcel Service (UPS), Federal Express or other similar national expedited mail service guaranteeing not later than two (2) day delivery of any such letter or notice to the addresses provided for above. Grantor and Grantee may designate persons and addresses for all notices and information. Such persons or addresses may be changed by the respective party by delivering written notice of such change to the other party.

6. **GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor hereby represents and warrants to Grantee that (i) Grantor is the owner in fee simple of the Easement Area; (ii) there are no liens, encumbrances or third party rights affecting the Easement Area which are materially inconsistent with or which could materially inhibit or impair the exercise of rights granted to Grantee hereunder (and Grantor will not allow the imposition of any such liens or encumbrances or grant any such rights to third parties); (iii) Grantor has full right and authority to enter into this Agreement and to grant the Lift Station Easement; (iv) neither the execution of this Agreement by Grantor nor the grant of any such easements will conflict with or result in a breach of any contract, mortgage, lease or other agreement or instrument by which Grantor or Grantor's adjacent property is bound; (v) upon full execution, this Agreement will constitute the valid and legally binding obligation of Grantor and be enforceable against Grantor in accordance with its terms.

7. **VACATION OF PREVIOUSLY RECORDED LIFT STATION EASEMENT.** The parties to this Agreement previously entered into an easement agreement which was recorded with the Macon County Recorder of Deeds in Book 4623 on Page 703 on the 29th day of May, 2017. That easement is hereby vacated and this Easement replaces the previously recorded Easement.

8. **MISCELLANEOUS.** This Agreement embodies the entire understanding of the parties with respect to the Lift Station Easement, which shall be deemed a covenant running with the land for all purposes. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns and may be amended or modified only by an instrument in recordable form, executed by both parties. This Agreement may be executed in counterparts which, when taken together, shall be deemed one instrument.

List of Exhibits:

Exhibit A: Easement Plat

Exhibit B: Legal Description of Easement Area

[EXECUTION PAGES TO FOLLOW]

EXECUTED by the parties as of the Effective Date.

GRANTOR:

Clifford Mason
CLIFFORD MASON

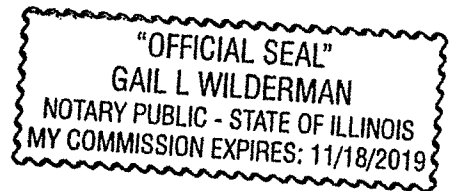
STATE OF Illinois)
COUNTY OF Macon)

This instrument was acknowledged before me on the 14th day of September, 2018, by CLIFFORD MASON, an individual.

(SEAL)

Gail L. Wilderman
Notary Public
Commission No. _____

My Commission Expires:



EXECUTED by the parties as of the Effective Date.

GRANTEE:

THE CITY OF DECATUR, ILLINOIS,
an Illinois municipal corporation

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

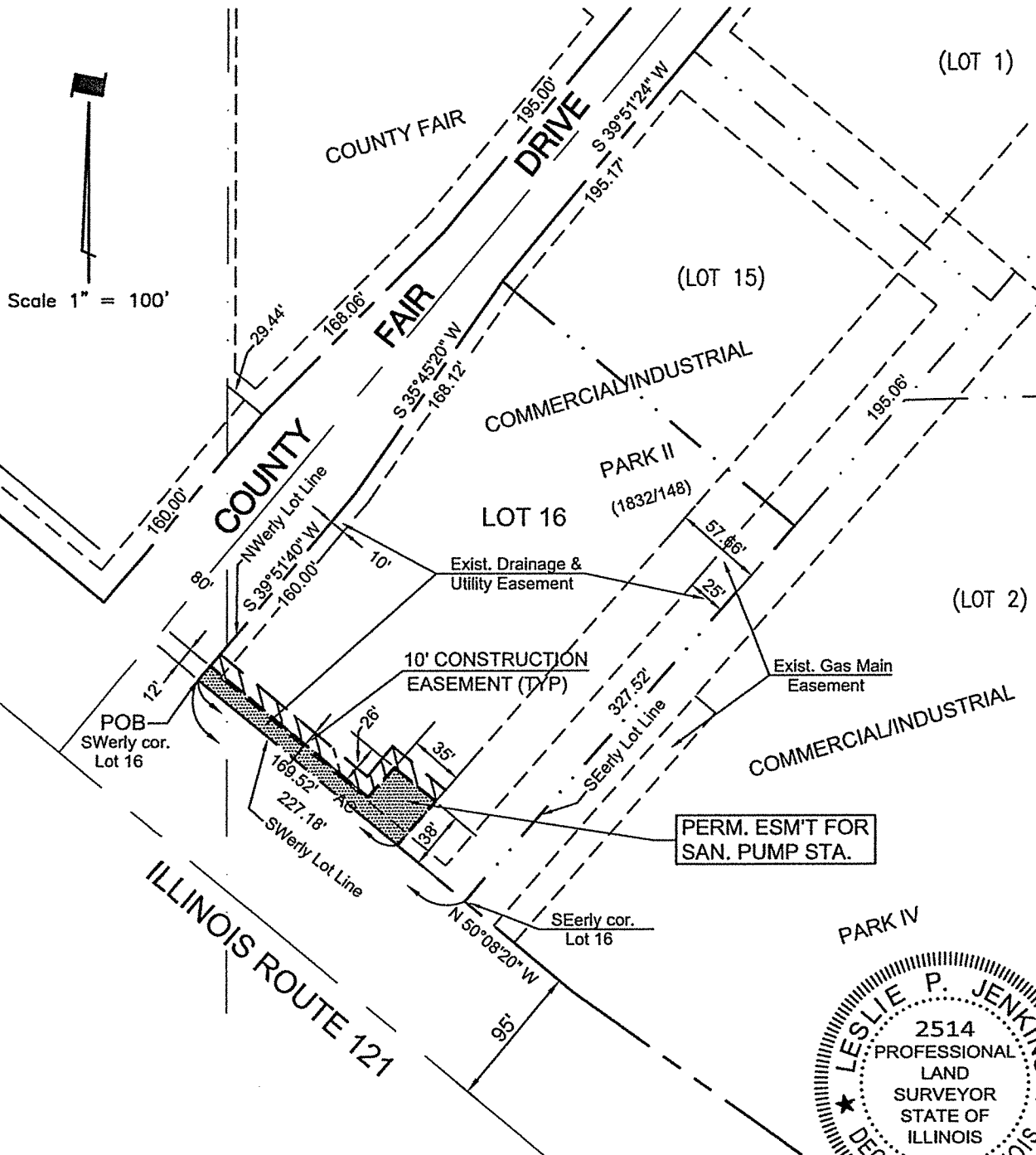
This instrument was acknowledged before me on the ____ day of _____, 2018, by
_____, as _____ of THE CITY OF DECATUR.

(SEAL)

Notary Public
Commission No. _____

My Commission Expires:

EASEMENT PLAT



CHASTAIN
& ASSOCIATES LLC
CONSULTING ENGINEERS

[Signature]

LESLIE P. JENKINS
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO 2514
 MY LICENSE EXPIRES 11/30/2018

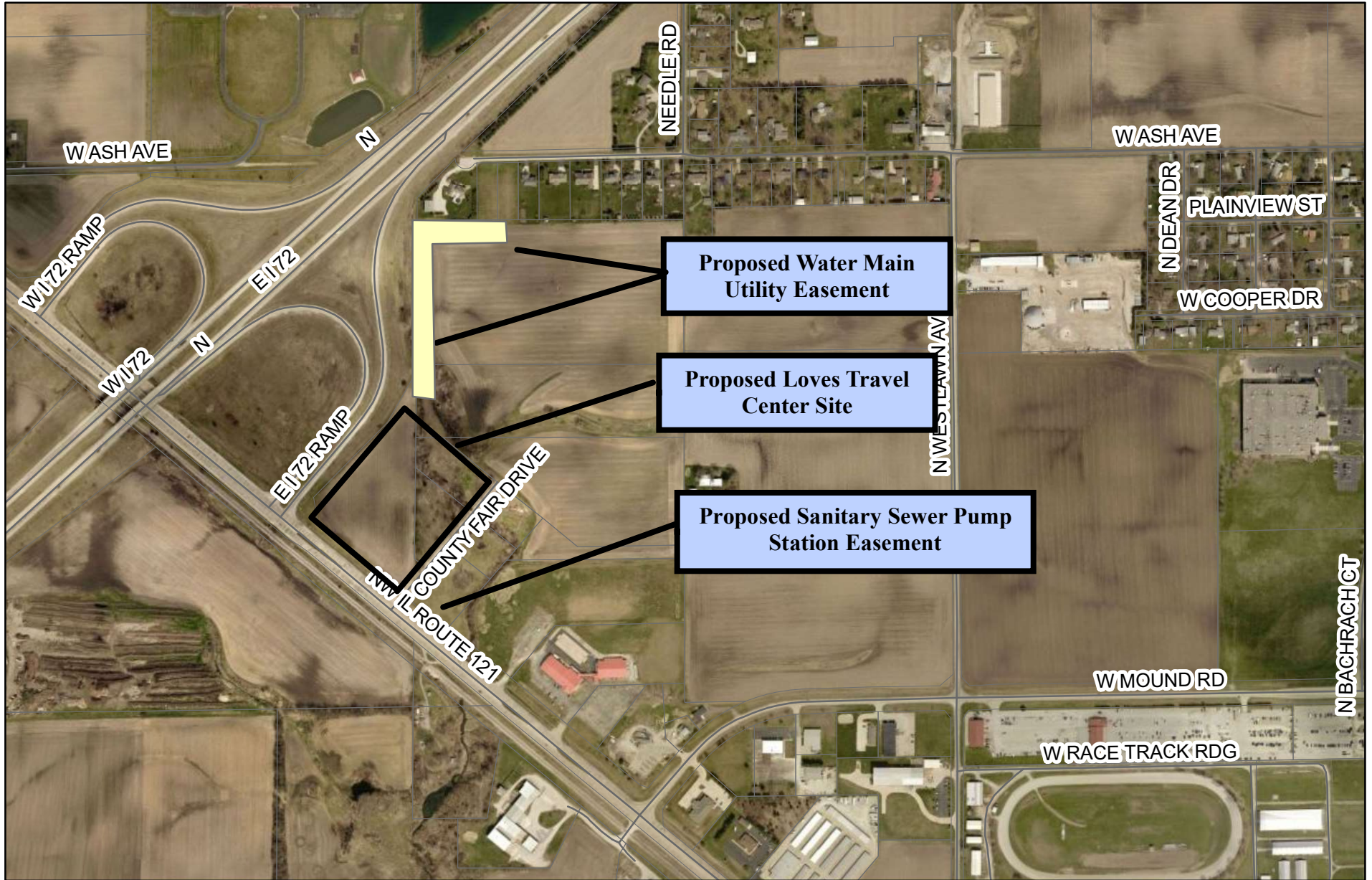
PERMANENT EASEMENT FOR A SANITARY PUMP STATION

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LOVES TRAVEL CENTER UTILITY EASEMENTS

EXHIBIT 1



ORDINANCE NO. _____

**ORDINANCE AUTHORIZING UTILITY EASEMENT AGREEMENT
BETWEEN THE CITY OF DECATUR AND CENTRAL ILLINOIS BANK,
AS TRUSTEE UNDER TRUST NO. 90-5069**

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

Section 1. That the Utility Easement Agreement presented to the City Council herewith and attached as Exhibit 1, between the City of Decatur and Central Illinois Bank, as Trustee Under Trust No. 90-5069, for the following legal description be, and it is hereby, received, placed on file and approved.

SAID WATER MAIN EASEMENT BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 IN HACKL ESTATES AS
PER PLAT RECORDED IN BOOK 1832 ON PAGE 488 OF THE RECORDS IN THE
RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS; THENCE NORTH 88
DEGREES 36 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF SAID
LOT 3 IN HACKL ESTATES, 15.00 FEET; THENCE SOUTH 0 DEGREES 07
MINUTES 25 SECONDS EAST, 5.73 FEET; THENCE SOUTH 44 DEGREES 14
MINUTES 56 SECONDS WEST, 13.26 FEET; THENCE SOUTH 88 DEGREES 36
MINUTES 12 SECONDS WEST ALONG A LINE 15 FEET SOUTH OF AND
PARALLEL WITH THE SOUTH LINE OF SAID HACKL ESTATES, 277.42 FEET;
THENCE SOUTH 40 DEGREES 00 MINUTES 00 SECONDS WEST, 10.12 FEET;
THENCE SOUTH 0 DEGREES 08 MINUTES 32 SECONDS WEST, 192.25 FEET;

THENCE SOUTH 22 DEGREES 21 MINUTES 28 SECONDS EAST, 31.64 FEET;
THENCE SOUTH 10 DEGREES 56 MINUTES 35 SECONDS WEST, 77.17 FEET;
THENCE SOUTH 5 DEGREES 00 MINUTES 00 SECONDS EAST, 379.49 FEET;
THENCE SOUTH 3 DEGREES 14 MINUTES 55 SECONDS WEST, 110.36 FEET TO
A POINT BEING SOUTH 25 DEGREES 05 MINUTES 32 SECONDS EAST, 117.05
FEET SOUTHEAST OF THE SOUTHWEST CORNER OF THE NORTH 30 ACRES
OF THE WEST ½, SE ¼ SAID SECTION 29; THENCE NORTH 25 DEGREES 05
MINUTES 32 SECONDS WEST, 31.60 FEET; THENCE NORTH 3 DEGREES 14
MINUTES 55 SECONDS EAST, 81.47 FEET; THENCE NORTH 5 DEGREES 00
MINUTES 00 SECONDS WEST, 380.51 FEET; THENCE NORTH 10 DEGREES 56
MINUTES 35 SECONDS EAST, 74.78 FEET; THENCE NORTH 22 DEGREES 21
MINUTES 28 SECONDS WEST, 30.13 FEET; THENCE NORTH 0 DEGREES 08
MINUTES 32 SECONDS EAST, 200.67 FEET; THENCE NORTH 40 DEGREES 00
MINUTES 00 SECONDS EAST, 22.72 FEET TO THE SOUTH LINE OF SAID
HACKL ESTATES, SAID POINT BEING 25.01 FEET EAST OF THE SOUTHWEST
CORNER OF SAID HACKL ESTATES; THENCE NORTH 88 DEGREES 36
MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF SAID HACKL
ESTATES, 278.80 FEET TO THE POINT OF BEGINNING AND CONTAINING IN
ALL 16242.60 SQUARE FEET OR 0.373 ACRES MORE OR LESS.

(SHOWN ON UTILITY EASEMENT PLAT ATTACHED HERETO AS EXHIBIT A
AND MADE A PART HEREOF)

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and
directed to execute said Utility Easement Agreement on behalf of the City of Decatur.

PRESENTED, PASSED, APPROVED AND RECORDED this 1stst day of October,
2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK

AFTER RECORDING RETURN TO:

(This space reserved for recording information)

UTILITY AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(Water Line)

THIS UTILITY AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "**Agreement**") is entered into on this ____ day of _____, 2018 (the "**Effective Date**"), by and between **CENTRAL ILLINOIS BANK, AS TRUSTEE UNDER TRUST NO. 90-5069** (the "**Grantor**"), having a mailing address of 143 N. Water Street, Decatur, IL, 62623, and **THE CITY OF DECATUR, ILLINOIS**, an Illinois municipal corporation ("**Grantee**"), having a mailing address of 1 Gary K. Anderson Plaza, Decatur, IL 62523.

A. Grantor is the owner of certain tracts of property located in Macon County, Illinois, generally depicted on Exhibit A attached hereto, and more particularly described on Exhibit B (the "**Utility Easement Tract**") and Exhibit C, each attached hereto (the "**Temporary Construction Easement Tract**", and together with the Utility Easement Tract, collectively the "**Easement Tracts**").

B. Grantee desires to construct and install an underground water line through the Utility Easement Tract, and Grantor desires to permit the same, all under the terms and conditions hereof.

NOW THEREFORE, in consideration of the terms and conditions hereof and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **GRANT OF UTILITY EASEMENT.** Grantor hereby grants to Grantee and its affiliates, licensees, tenants, agents, and employees, a non-exclusive, perpetual easement over, under, upon and across the Utility Easement Tract for the purposes of constructing, laying, maintaining, operating, repairing and removing, from time to time, a water line and necessary attendant equipment and facilities (collectively, the "**Utility Facilities**"). As consideration for this Easement, Grantee will grant to Grantor Three (3) water main taps installed at various locations along the line with a shut off valve at grade level. The fee for these waterline taps is waived.

2. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT.** Grantor hereby grants to Grantee and its affiliates, licensees, tenants, agents, and employees, a temporary, non-exclusive easement, over, upon and across the Temporary Construction Easement Tract (the "**Temporary Construction Easement**") during the Term (as defined below) for the purpose of (i) pedestrian and vehicular ingress and egress to and from the Utility Easement Tract; and (ii) the placing and storing of construction vehicles, machinery, equipment, supplies, material, dirt and/or fill, in each case in relation to the initial constructing of the Utility Facilities located within the Utility Easement Tract. The term of the Temporary Construction Easement shall commence on the Effective Date of this Agreement and automatically terminate upon the date construction and installation of the Utility Facilities are completed (the "**Term**"). Notwithstanding the foregoing, Grantee shall have a reasonable amount of time, not to exceed ten (10) days, after the expiration of the Term to remove any of Grantee's equipment, materials, or other items of personal property from the Temporary Construction Easement Tract and to restore the Temporary Construction Easement Tract as required by Section 8 below.

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Temporary Construction Easement Tract and to restore the Temporary Construction Easement Tract as required by Section 8 below.

3. **USE BY GRANTEE.** In no event shall Grantee change, or permit any change to, the location of the Easement Tracts or any improvements therein, without prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantor shall not block, close, or impede the free flow of traffic to, from or across the Easement Tracts or erect or permit the erection of any barriers, obstructions or other improvements on or within the Easement Tracts that unreasonably interfere with the use thereof by Grantee or its tenants, assignees, licensees, agents, employees, customers, contractors, and invitees for the purposes contemplated in this Agreement.

4. **RESERVATION OF RIGHTS.** Notwithstanding the grant of the foregoing easements to Grantee hereunder, Grantor expressly reserves the right to use the Easement Tracts in any manner which does not materially interfere with Grantee's exercise of its rights hereunder. Except as expressly provided in this Agreement, Grantee shall not build, construct, or install (or permit to be built, constructed, or installed) any permanent improvements, structures, fences, foliage or vegetation, or other improvements of any nature or description on, upon, under, over or across the Easement Tracts.

5. **COMPLIANCE WITH LAWS.** Grantee, in the exercise of its rights hereunder, shall comply with all applicable laws, regulations and ordinances and shall act in a manner so as not to unreasonably interfere with by Grantor's use of its real property adjacent to the Easement Tracts.

6. **NOTICE.** All notices or other communication herein required or permitted shall be in writing and given by personal delivery or sent by (i) registered or certified mail return receipt requested, postage prepaid, or (ii) nationally recognized overnight courier service, addressed as first set forth above (unless written notice of change thereof is provided). Notice shall be deemed received on the earlier of (i) actual receipt, (ii) three (3) business days after deposit in the U.S. Mail, or (iii) the first business day after deposit with an overnight courier, upon receipt of proof of transmission. Any notice or communication not received because of a change of address, without notice to the other party thereof, or refusal to accept delivery, shall be deemed received, notwithstanding the same, as set forth above.

7. **GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor represents and warrants that (i) Grantor is the owner in fee simple of the Easement Tracts; (ii) Grantor has full right and authority to enter into this Agreement and to grant the easements contemplated hereby; (iii) neither the execution of this Agreement by Grantor nor the grant of the easements contemplated hereby will conflict with or result in a breach of any note or other evidence of indebtedness, any contract, mortgage, lease or other agreement or instrument by which either Grantor or the Grantor's adjacent property is bound; and (iv) upon full execution, this Agreement will constitute the valid and legally binding obligation of Grantor and be enforceable against Grantor in accordance with its terms.

8. **MANNER OF PERFORMANCE; RESTORATION OF TEMPORARY CONSTRUCTION EASEMENT TRACT.** Grantee's rights hereunder shall be exercised (i) in a good and workmanlike manner; and (ii) in compliance with all applicable laws, regulations and codes. Upon expiration of the Term, Grantee shall repair any damage to the Temporary Construction Easement Tract caused by Grantee or its employees, agents, contractors, invitees, or licensees, and shall otherwise restore the Temporary Construction Easement Tract to the condition in which it existed on the Effective Date.

9. **MISCELLANEOUS.** This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement and the terms and provisions hereof shall be deemed covenants running with the land for all purposes and may be amended or modified only by an instrument in recordable form, executed by all parties hereto. Nothing contained in this Agreement shall be deemed to create a gift or be deemed a dedication of any portion of the Easement Tracts to the general public or for any public use or purpose

whatsoever. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above first written.

GRANTOR:

CENTRAL ILLINOIS BANK, AS TRUSTEE UNDER TRUST NO.
90-5069

By: [Signature]
Name: Deborah R. B.
Title: Trustee

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF MAHON) SS

This instrument was acknowledged before me this 17 day of AUGUST, 2018, by Deborah R. B.
Trustee, as Trustee of CENTRAL ILLINOIS BANK, TRUSTEE UNDER
TRUST NO. 90-5069.

Aimee Bradshaw
Notary Public; Commission No. _____

My Commission Expires: _____

(SEAL)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above first written.

GRANTEE: THE CITY OF DECATUR, ILLINOIS,
an Illinois municipal corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) SS

This instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of THE CITY OF DECATUR.

Notary Public; Commission No. _____

My Commission Expires: _____

(SEAL)

General Depiction of Utility Easement Tract and Temporary Construction Easement Tract

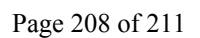


EXHIBIT B

Legal Description of Utility Easement Tract

A PART OF THE NORTH 30 ACRES OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE 3RD P.M., MACON COUNTY, ILLINOIS LYING SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF F.A.I. ROUTE 72, EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE IRON PIN AT THE NORTHEAST CORNER OF THE WEST ½ OF THE SOUTHEAST ¼ OF SAID SECTION 29; THENCE SOUTH 0 DEGREES 14 MINUTES 35 SECONDS WEST, 300.06 FEET ALONG THE EAST LINE OF THE WEST ½ OF THE SOUTHEAST ¼ OF SAID SECTION 29; THENCE SOUTH 88 DEGREES 35 MINUTES 06 SECONDS WEST, 1303.77 FEET ALONG A LINE 300 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE WEST ½ OF THE SOUTHEAST ¼ OF SAID SECTION 29 TO THE WEST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 29; THENCE NORTH 0 DEGREES 00 MINUTES 05 SECONDS WEST, 118.56 FEET ALONG THE WEST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 29 TO THE IRON PIN AT THE INTERSECTION OF THE WEST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 29 WITH THE EASTERLY RIGHT OF WAY OF FAI ROUTE 72; THENCE NORTH 44 DEGREES 14 MINUTES 32 SECONDS EAST, 259.64 FEET ALONG THE EASTERLY RIGHT OF WAY OF FAI ROUTE 72 TO THE IRON PIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF FAI ROUTE 72 WITH THE NORTH LINE OF THE WEST ½ OF THE SOUTHEAST ¼ OF SAID SECTION 29; THENCE NORTH 88 DEGREES 35 MINUTES 06 SECONDS EAST 1121.30 FEET ALONG THE NORTH LINE OF THE WEST ½ OF THE SOUTHEAST ¼ OF SAID SECTION 29 TO THE POINT OF BEGINNING, AND ALSO

A PART OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 29 EXCEPT THE NORTH 30 ACRES THEREOF.

SAID WATER MAIN EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 IN HACKL ESTATES AS PER PLAT RECORDED IN BOOK 1832 ON PAGE 488 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS; THENCE NORTH 88 DEGREES 36 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 3 IN HACKL ESTATES, 15.00 FEET; THENCE SOUTH 0 DEGREES 07 MINUTES 25 SECONDS EAST, 5.73 FEET; THENCE SOUTH 44 DEGREES 14 MINUTES 56 SECONDS WEST, 13.26 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 12 SECONDS WEST ALONG A LINE 15 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID HACKL ESTATES, 277.42 FEET; THENCE SOUTH 40 DEGREES 00 MINUTES 00 SECONDS WEST, 10.12 FEET; THENCE SOUTH 0 DEGREES 08 MINUTES 32 SECONDS WEST, 192.25 FEET; THENCE SOUTH 22 DEGREES 21 MINUTES 28 SECONDS EAST, 31.64 FEET; THENCE SOUTH 10 DEGREES 56 MINUTES 35 SECONDS WEST, 77.17 FEET; THENCE SOUTH 5 DEGREES 00 MINUTES 00 SECONDS EAST, 379.49 FEET; THENCE SOUTH 3 DEGREES 14 MINUTES 55 SECONDS WEST, 110.36 FEET TO A POINT BEING SOUTH 25 DEGREES 05 MINUTES 32 SECONDS EAST, 117.05 FEET SOUTHEAST OF THE SOUTHWEST CORNER OF THE NORTH 30 ACRES OF THE WEST ½, SE ¼ SAID SECTION 29; THENCE NORTH 25 DEGREES 05 MINUTES 32 SECONDS WEST, 31.60 FEET; THENCE NORTH 3 DEGREES 14 MINUTES 55 SECONDS EAST, 81.47 FEET; THENCE NORTH 5 DEGREES 00 MINUTES 00 SECONDS WEST, 380.51 FEET; THENCE NORTH 10 DEGREES 56 MINUTES 35 SECONDS EAST, 74.78 FEET; THENCE NORTH 22 DEGREES 21 MINUTES 28 SECONDS WEST, 30.13 FEET; THENCE NORTH 0 DEGREES 08 MINUTES 32 SECONDS EAST, 200.67 FEET; THENCE NORTH 40 DEGREES 00 MINUTES 00 SECONDS EAST, 22.72 FEET TO THE SOUTH LINE OF SAID HACKL ESTATES, SAID POINT BEING 25.01 FEET EAST OF THE SOUTHWEST CORNER OF SAID HACKL ESTATES; THENCE NORTH 88 DEGREES 36 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF SAID HACKL ESTATES, 278.80 FEET TO THE POINT OF BEGINNING AND CONTAINING IN ALL 16242.60 SQUARE FEET OR 0.373 ACRES MORE OR LESS.

EXHIBIT C

Legal Description of Temporary Construction Easement Tract

A PART OF THE NORTH 30 ACRES OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE 3RD P.M., MACON COUNTY, ILLINOIS LYING SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF F.A.I. ROUTE 72, EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE IRON PIN AT THE NORTHEAST CORNER OF THE WEST ½ OF THE SOUTHEAST ¼ OF SAID SECTION 29; THENCE SOUTH 0 DEGREES 14 MINUTES 35 SECONDS WEST, 300.06 FEET ALONG THE EAST LINE OF THE WEST ½ OF THE SOUTHEAST ¼ OF SAID SECTION 29; THENCE SOUTH 88 DEGREES 35 MINUTES 06 SECONDS WEST, 1303.77 FEET ALONG A LINE 300 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE WEST ½ OF THE SOUTHEAST ¼ OF SAID SECTION 29 TO THE WEST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 29; THENCE NORTH 0 DEGREES 00 MINUTES 05 SECONDS WEST, 118.56 FEET ALONG THE WEST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 29 TO THE IRON PIN AT THE INTERSECTION OF THE WEST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 29 WITH THE EASTERLY RIGHT OF WAY OF FAI ROUTE 72; THENCE NORTH 44 DEGREES 14 MINUTES 32 SECONDS EAST, 259.64 FEET ALONG THE EASTERLY RIGHT OF WAY OF FAI ROUTE 72 TO THE IRON PIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF FAI ROUTE 72 WITH THE NORTH LINE OF THE WEST ½ OF THE SOUTHEAST ¼ OF SAID SECTION 29; THENCE NORTH 88 DEGREES 35 MINUTES 06 SECONDS EAST 1121.30 FEET ALONG THE NORTH LINE OF THE WEST ½ OF THE SOUTHEAST ¼ OF SAID SECTION 29 TO THE POINT OF BEGINNING, AND ALSO

A PART OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 29 EXCEPT THE NORTH 30 ACRES THEREOF.

SAID TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 3 IN HACKL ESTATES AS PER PLAT RECORDED IN BOOK 1832 ON PAGE 488 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, SAID POINT BEING 25.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 0 DEGREES 07 MINUTES 25 SECONDS EAST, 25.01 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 12 SECONDS WEST ALONG A LINE 25 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID HACKL ESTATES, 293.22 FEET; THENCE SOUTH 0 DEGREES 08 MINUTES 32 SECONDS WEST, 188.11 FEET; THENCE SOUTH 22 DEGREES 21 MINUTES 28 SECONDS EAST, 32.63 FEET; THENCE SOUTH 10 DEGREES 56 MINUTES 35 SECONDS WEST, 78.76 FEET; THENCE SOUTH 5 DEGREES 00 MINUTES 00 SECONDS EAST, 378.81 FEET; THENCE SOUTH 3 DEGREES 14 MINUTES 55 SECONDS WEST, 129.63 FEET TO A POINT BEING SOUTH 25 DEGREES 05 MINUTES 32 SECONDS EAST, 138.12 FEET SOUTHEAST OF THE SOUTHWEST CORNER OF THE NORTH 30 ACRES OF THE WEST ½, SE ¼ SAID SECTION 29; THENCE NORTH 25 DEGREES 05 MINUTES 32 SECONDS WEST, 73.73 FEET; THENCE NORTH 3 DEGREES 14 MINUTES 55 SECONDS EAST, 62.21 FEET; THENCE NORTH 5 DEGREES 00 MINUTES 00 SECONDS WEST, 352.14 FEET; TO A POINT ON THE WEST LINE OF THE SE ¼ OF SAID SECTION 29; THENCE NORTH 0 DEGREES 01 MINUTES 21 SECONDS EAST, ALONG SAID WEST LINE SE ¼, 346.87 FEET TO THE SOUTHEAST CORNER OF AFORESAID HACKL ESTATES; THENCE NORTH 88 DEGREES 36 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF SAID HACKL ESTATES, 328.81 FEET TO THE POINT OF BEGINNING, EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 IN HACKL ESTATES AS PER PLAT RECORDED IN BOOK 1832 ON PAGE 488 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS; THENCE NORTH 88 DEGREES 36 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 3 IN HACKL ESTATES, 15.00 FEET; THENCE SOUTH 0 DEGREES 07 MINUTES 25 SECONDS EAST, 5.73 FEET; THENCE SOUTH 44 DEGREES 14 MINUTES 56 SECONDS WEST, 13.26 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 12 SECONDS WEST ALONG A LINE 15 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID HACKL ESTATES, 277.42 FEET; THENCE SOUTH 40 DEGREES 00 MINUTES 00 SECONDS WEST, 10.12 FEET; THENCE SOUTH 0 DEGREES 08 MINUTES 32 SECONDS WEST, 192.25 FEET; THENCE SOUTH 22 DEGREES 21 MINUTES 28 SECONDS EAST, 31.64 FEET; THENCE SOUTH 10 DEGREES 56 MINUTES 35 SECONDS WEST, 77.17 FEET; THENCE SOUTH 5 DEGREES 00 MINUTES 00 SECONDS EAST, 379.49 FEET; THENCE SOUTH 3 DEGREES 14 MINUTES 55 SECONDS WEST, 110.36 FEET TO A POINT BEING SOUTH 25 DEGREES 05 MINUTES 32 SECONDS EAST,

117.05 FEET SOUTHEAST OF THE SOUTHWEST CORNER OF THE NORTH 30 ACRES OF THE WEST ½, SE ¼ SAID SECTION 29;THENCE NORTH 25 DEGREES 05 MINUTES 32 SECONDS WEST, 31.60 FEET; THENCE NORTH 3 DEGREES 14 MINUTES 55 SECONDS EAST, 81.47 FEET; THENCE NORTH 5 DEGREES 00 MINUTES 00 SECONDS WEST, 380.51 FEET; THENCE NORTH 10 DEGREES 56 MINUTES 35 SECONDS EAST, 74.78 FEET; THENCE NORTH 22 DEGREES 21 MINUTES 28 SECONDS WEST, 30.13 FEET; THENCE NORTH 0 DEGREES 08 MINUTES 32 SECONDS EAST, 200.67 FEET; THENCE NORTH 40 DEGREES 00 MINUTES 00 SECONDS EAST, 22.72 FEET TO THE SOUTH LINE OF SAID HACKL ESTATES, SAID POINT BEING 25.01 FEET EAST OF THE SOUTHWEST CORNER OF SAID HACKL ESTATES; THENCE NORTH 88 DEGREES 36 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF SAID HACKL ESTATES, 278.80 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING IN ALL 19583.8 SQUARE FEET OR 0.45 ACRES MORE OR LESS.