



**Monday, August 15, 2016
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. Unfinished Business

IV. New Business

1. Proclamations and Recognitions
2. December 31, 2015 Audit Presentation
3. Ordinance Providing for Issuance of Promissory Note Not to Exceed \$7,500,000 for Resurfacing and Reconstructing Local Streets, Providing for Security and Payment of Said Note, Confirming Sale to Busey Bank, and Authorizing Execution and Delivery of Term Loan Agreement
4. Ordinance Providing for Issuance of Promissory Note Not to Exceed \$2,200,000 for Renovating, Repairing and Maintaining City Fire Stations 1, 2, 4, and 6, Providing for Security and Payment of Said Note, Confirming Sale to Busey Bank, and Authorizing Execution and Delivery of Term Loan Agreement
5. Resolution Authorizing Amendment #1 to Local Agency Agreement for Federal Participation with the State of Illinois for the Improvement of Mound Road Bridge over Spring Creek East, City Project 2013-25
6. Resolution Authorizing U.S. Department of Housing and Urban Development Fund Allocation for the Annual Action Plan FY 2016-17
7. Ordinance Amending City Code Chapter 73 - Offenses
8. Ordinance Amending City Code Chapter 29 - Administrative Adjudication of Offenses
9. 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. Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park Decatur Area Arts Council
- B. Resolution Approving Reappointment to Decatur Housing Authority Board
- C. Resolution Authorizing Annexation Agreement---Aramark

V. Other Business

- A. Resolution Accepting the Bid and Authorizing the Execution of a Contract with R. W. Duntelman Co. for the 2016 Local Motor Fuel Tax Street Improvement Project (Asphalt), City Project 2016-25
- B. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Otto Baum Company, Inc. for Local Motor Fuel Tax Street Improvement Project (Concrete), City Project 2016-26

VI. Recess to Study Session

License, Permit, and Major Revenue Overview

VII. Adjournment

Council Information - Lake Decatur Watershed Protection Program – 2nd Quarter 2016

July 2016 Monthly Reports

Financial Management

DATE: 8/8/2016

MEMO: Letter to the Decatur City Council Financial Management Department 2016-13

TO: Honorable Mayor Moore Wolfe and Members of the City Council

FROM: Tim Gleason
Gregg D. Zientara

SUBJECT: Ordinance providing for the issuance of not to exceed \$7,500,000 promissory Note of the City of Decatur, Macon County, Illinois, to pay the costs of resurfacing and reconstructing local roads and streets within the City, providing for the security for and payment of said note, confirming the sale thereof to Busey bank, and authorizing the execution and delivery of a Term Loan Agreement and related documents

SUMMARY RECOMMENDATION: City staff recommends council approval.

BACKGROUND:

City solicited financing proposals from Busey Bank, Hickory Point Bank & Trust, Regions Bank, and Soy Capital Bank and Trust. City provided a financing term sheet outlining the project and setting the parameters for loan terms and conditions of interest to the city (copy attached).

Busey Bank, Hickory Point Bank and Regions Bank submitted financing proposals for consideration by the City.

The City selected Busey Bank as the most responsive bidder due to several factors including: minimal loan conditions and covenants, fixed interest rate, and most favorable pricing considering the fixed interest rate.

A summary schedule is attached identifying the comparative financial analysis.

PRIOR COUNCIL ACTION:

Council created the local motor fuel tax with passage of council ordinance 2016-08 adopted on February 16, 2016

Council adopted Resolution R2016-78 on June 20, 2016 authorizing the City Manager to enter into a debt financing arrangement to finance local street resurfacing and reconstruction.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Gregg Zientara

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Term Loan Agreement	Backup Material
City Financing Term Sheet	Backup Material
Financing proposal anaysis	Backup Material

ORDINANCE providing for the issuance of a not to exceed \$7,500,000 Promissory Note of the City of Decatur, Macon County, Illinois, to pay the costs of resurfacing and reconstructing local roads and streets within the City, providing for the security for and payment of said note, confirming the sale thereof to Busey Bank, and authorizing the execution and delivery of a Term Loan Agreement and related documents.

Adopted by the Council on the
15th day of August, 2016.

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ORDINANCE providing for the issuance of a not to exceed \$7,500,000 Promissory Note of the City of Decatur, Macon County, Illinois, to pay the costs of resurfacing and reconstructing local roads and streets within the City, providing for the security for and payment of said note, confirming the sale thereof to Busey Bank, and authorizing the execution and delivery of a Term Loan Agreement and related documents.

* * *

WHEREAS, the City of Decatur, Macon County, Illinois (the "*City*"), is a duly organized municipality under the laws of the State of Illinois, operating generally under the Illinois Municipal Code, as amended; has a population in excess of 25,000 as determined by the last official census; and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois (the "*Constitution*"), the City is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs, including, but not limited to, the power to incur debt (the Illinois Municipal Code as supplemented and, where in conflict, superseded by said constitutional powers being the "*Act*"); and

WHEREAS, pursuant to the provisions of the Act, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the Council of the City (the "*Council*") has considered the needs of the City and its residents, and has determined and does hereby determine that it is desirable and in the best interests of the City to pay the costs of resurfacing and reconstructing local roads and streets within the City (the "*Project*"); and

WHEREAS, the estimated cost of the Project is not less than the sum of \$7,500,000, plus the estimated available amount of interest earnings on said sum prior to expenditure; and

WHEREAS, the proper officers and officials of the City have negotiated with Busey Bank, Decatur, Illinois (the "*Bank*"), for a loan authorization to be made available by the Bank to the City in the form of loans in an aggregate principal amount not to exceed \$7,500,000; and

WHEREAS, as a condition precedent to the extension of credit or financial accommodations from the Bank to the City, the Bank requires that the City enter into a Term Loan Agreement with the Bank setting forth the terms and conditions applicable thereto (the "*Agreement*"); and

WHEREAS, the Council hereby expressly determines that it is advisable, necessary and in the best interests of the City that the City authorize the execution and delivery of the Agreement; and

WHEREAS, it is in the best interests of the inhabitants of the City and necessary for the government and affairs of the City also to authorize the issuance of a Promissory Note (the "*Note*") to evidence the obligation to repay the principal of and interest on amounts drawn from time to time by the City under the Agreement:

NOW THEREFORE Be It and It Is Hereby Ordained by the Council of the City of Decatur, Macon County, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Findings. The Council hereby finds and determines that (a) all of the recitals contained in the preambles to this Ordinance are full, true and correct and hereby incorporates them into this Ordinance by this reference; (b) this Ordinance is adopted pursuant to Section 6 of Article VII of the Constitution; (c) it is necessary and in the best interests of the City that the City adopt this Ordinance; (d) it is necessary and in the best interests of the City that the Agreement be executed and the Note be issued so as to pay the costs of the Project; and (e) the execution of the Agreement, the borrowing of money for the purposes authorized therein and the issuance of the Note are for proper public purposes and are in the public interest.

Section 2. Execution of the Agreement Authorized. The City is hereby authorized to enter into the Agreement with the Bank in substantially the form attached hereto as *Exhibit A*, provided, however, that in the event of any conflict between the terms and provisions of this Ordinance and the Agreement, the terms and provisions of this Ordinance shall in all events control. The Director of Finance be, and hereby is, authorized, empowered and directed to execute, and his or her execution thereof shall constitute conclusive evidence of the approval of any and all terms contained in the Agreement by the Council, and the City Clerk be, and hereby is, authorized, empowered and directed to attest the Agreement in the name, for and on behalf of the City, and thereupon to cause the Agreement to be delivered to the Bank. The Agreement (as executed) is entered into to provide for the loan of the proceeds of the Note to the City and the use of such proceeds as aforesaid and to pay the costs of issuing the Note, in the manner and with the effect therein provided. From and after the execution and delivery of the Agreement, the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed; and the Agreement shall constitute, and hereby is made, a part of this Ordinance, and a copy of the Agreement shall be placed in the official records of the City, and shall be available for public inspection at the office of the City Clerk.

Section 3. The Note. The Note is hereby authorized to be issued as a drawdown note, shall be issued in the principal amount of not to exceed \$7,500,000 and shall mature on the date and bear interest at the rate and on the dates as set forth in the Agreement.

The form of the Note as attached as *Exhibit A* to the Agreement, subject to appropriate insertions and revisions in order to comply with the provisions of the Agreement (as executed and delivered) be, and the same hereby is, approved. The Note shall be executed in the name, for

and on behalf of the City with the signatures of Mayor and the City Clerk. When the Note shall be executed on behalf of the City in the manner contemplated by the Agreement and this Ordinance in a principal amount not to exceed \$7,500,000, it shall represent the approved form of Note of the City.

Section 4. Sale and Delivery of Note. The Note hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the City Treasurer, and be by said City Treasurer delivered to the Bank upon receipt of the purchase price therefor, the same being the par amount of any Loan (as such term is defined in the Agreement); the contract for the sale of the Note heretofore entered into (the "*Purchase Contract*") is in all respects ratified, approved and confirmed, it being hereby found and determined that the Purchase Contract is in the best interests of the City and that no person holding any office of the City, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

Any officer or official of the City as may be necessary is hereby authorized to execute such other documents, as may be necessary to implement the Agreement and the transactions contemplated thereby and to effect the issuance and delivery of the Note, and execution thereof by such officers and officials is hereby deemed conclusive evidence of approval thereof with such changes, additions, insertions, omissions or deletions as such officers and officials may determine, with no further official action of or direction by the Council.

Section 5. Security; Payment. The Note shall be payable solely from the collections of the Local MFT (as such term is defined in the Agreement). The City hereby pledges, and to the extent permitted by law grants a security interest to the Bank in, the LSR Fund (as hereinafter defined) and all of the Local MFT of the City to secure the payment of and the performance by

the City of its obligations under the Note. The collections of the Local MFT will be deposited into the LSR Fund. The Bank shall have no claim on the collections of the Local MFT beyond what is necessary to pay annual principal and interest on the Note. In accordance with the Agreement, any collections of excess Local MFT may be transferred out of the LSR Fund to be used to pay for the construction and maintenance of municipal streets and extension, sidewalk repairs and maintenance, curbing, grade extension and approaches, and engineering services related to the same.

The City further covenants and agrees with the Bank and any subsequent holders of the Note that so long the Note remains outstanding, the City will take no action or fail to take any action which in any way would adversely affect the security for the Note or the ability of the City to collect the Local MFT to pay the Note.

Section 6. Use of Proceeds. Note proceeds are hereby appropriated as follows: The drawdown of the principal proceeds of the Note shall be set aside in a separate City fund, heretofore created, and designated as the “*Local Street and Road Fund (the “LSR Fund”)*,” and be used to pay the Project, including costs of issuance of the Note, and interest on or principal of the Note at any time there are insufficient funds from other sources to pay the same. The City shall maintain the LSR Fund at the Bank while the Note is outstanding.

Section 7. General Covenants. The City covenants and agrees with the Bank and any subsequent holders of the Note that, so long as the Note remains outstanding and unpaid:

- (a) The City will punctually pay or cause to be paid the principal of and interest on the Note in strict conformity with the terms of the Agreement, the Note and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof.

(b) The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the Project and the LSR Fund. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Bank or its representatives authorized in writing.

(c) The City will preserve and protect the security of the Note and the rights of the registered owners of the Note.

(d) The City will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owner of the Note of the rights and benefits provided in this Ordinance.

Section 8. Tax Covenants. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Note) if taking, permitting or omitting to take such action would cause the Note to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended, or would otherwise cause the interest on the Note to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation for interest paid on the Note, under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The District also agrees and covenants with the Bank and holders of the Note from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever

federal tax law is adopted in the future which applies to the Note and affects the tax-exempt status of the Note.

The Council hereby authorizes the officials of the City responsible for issuing the Note, the same being the Mayor, City Clerk and City Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Note as approved by the Council and as may be necessary to assure that the use thereof will not cause the Note to be an arbitrage bond and to assure that the interest on the Note will be exempt from federal income taxation. In connection therewith, the City and the Council further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Note and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Note; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 9. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval.

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED: August 15, 2016

APPROVED: August 15, 2016

Mayor, City of Decatur,
Macon County, Illinois

RECORDED In City Records: August 15, 2016.

Attest:

City Clerk, City of Decatur,
Macon County, Illinois

EXHIBIT A
TERM LOAN AGREEMENT

TERM LOAN AGREEMENT
(Street Improvements)

DATED AS OF
AUGUST 18, 2016,

BETWEEN

CITY OF DECATUR, MACON COUNTY, ILLINOIS

AND

BUSEY BANK
Decatur, Illinois

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TERM LOAN AGREEMENT

This Term Loan Agreement is entered into as of the 18th day of August, 2016, by and between the City of Decatur, Macon County, Illinois, a duly organized municipality, home rule unit and political subdivision of the State of Illinois (the “City”), and BUSEY BANK, a banking corporation located in Decatur, Illinois (the “Bank”). All capitalized terms used herein without definition shall have the same meanings herein as such terms are defined in Section 5.1 hereof.

PRELIMINARY STATEMENT

The City has requested, and the Bank has agreed to extend, a term loan on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. THE LOANS.

Section 1.1. Term Loans. Subject to the terms and conditions hereof, the Bank agrees to make one or more loans in an aggregate principal amount not to exceed \$7,500,000 on a cumulative basis (the “Commitment”, and the loans made pursuant thereto being hereinafter referred to individually as a “Loan” and collectively as the “Loans”) at any time on or before August 15, 2019 (the “Drawing Period”), at which time the Commitment shall expire; *provided* that the Bank shall make (or have made) Loans in the aggregate minimum amounts shown on *Schedule 1* by the dates shown on *Schedule 1*. Each Loan shall be in a minimum amount of \$50,000. The principal amount of each Loan shall permanently reduce the amount available under the Commitment, and no amount repaid or prepaid on any Loan may be borrowed again. The Loans shall be evidenced by a single promissory note of the City in the form (with appropriate insertions) attached hereto as *Exhibit A* (the “Note”). The Note shall be dated the date of issuance thereof and be expressed to bear interest as set forth in Section 2 hereof. The Note, and the Loans evidenced thereby, shall mature in semi-annual principal installments, payable on the February 15 and August 15 of each year (commencing February 15, 2017) with each principal installment equal to \$535,714.28 (without regard to any payments or prepayments thereof), except that the final installment on the Loans shall be in the amount of all principal not sooner paid and shall be due and payable on the Maturity Date.

Section 1.2. Manner and Disbursement of Loans. The City shall give written or telephonic notice to the Bank (which notice shall be irrevocable once given and, if given by telephone, shall be promptly confirmed in writing) by no later than 11:00 a.m. (Decatur time) on the date the City requests the Bank to make an advance of the Loans hereunder. Each such notice shall specify the date of the advance requested (which must be a Business Day) and the amount of such advance. The City agrees that the Bank may rely upon any written or telephonic notice given by any person the Bank in good faith believes is an officer or official of the City without the necessity of independent investigation and, in the event any telephonic notice conflicts with

the written confirmation, such telephonic notice shall govern if the Bank has acted in reliance thereon. Subject to the provisions of Section 7 hereof, the proceeds of each advance shall be made available to the City at the principal office of the Bank in Decatur, Illinois, in immediately available funds by deposit to the City's primary operating account maintained with the Bank or as otherwise agreed upon by the City and the Bank. Notwithstanding anything herein to the contrary, Loans shall be made in the minimum amounts shown on *Schedule 1* by the dates shown on *Schedule 1*.

SECTION 2. INTEREST.

The outstanding principal balance of the Loans shall bear interest (which the City hereby promises to pay) at the rate per annum equal to 2.85%. Interest on the Loans shall be payable semi-annually in arrears on February 15 and August 15 in each year and at maturity. The principal balance of Loans which remains unpaid past the Maturity Date shall bear interest at the rate set forth in the first sentence hereof until paid in full. Interest on the Loans shall be computed on the basis of a year of 360 days for the actual number of days elapsed.

SECTION 3. PREPAYMENTS AND APPLICATIONS.

Section 3.1. Voluntary Prepayments. The City shall have the privilege of prepaying without premium or penalty and in whole or in part (but if in part, then in an amount not less than \$50,000) the Note at any time upon notice to the Bank prior to 11:00 a.m. (Decatur time) on the date fixed for prepayment. Each such prepayment shall be made together with accrued interest thereon to the date of prepayment.

Section 3.2. Place and Application of Payments. All payments of principal, interest, fees, and all other Obligations payable under the Loan Documents shall be made to the Bank at its office at 130 North Water Street, Decatur, Illinois (or at such other place as the Bank may specify) no later than 1:00 p.m. (Decatur time) on the date any such payment is due and payable. Payments received by the Bank after 1:00 p.m. (Decatur time) shall be deemed received as of the opening of business on the next Business Day. All such payments shall be made in lawful money of the United States of America, in immediately available funds at the place of payment, without set-off or counterclaim and without reduction for, and free from, any and all present or future taxes, levies, imposts, duties, fees, charges, deductions, withholdings, restrictions, and conditions of any nature imposed by any government or any political subdivision or taxing authority thereof (but excluding any taxes imposed on or measured by the net income of the Bank). No amount repaid on the Note may be reborrowed, and partial prepayments of the Note shall be applied to the latest remaining installments thereof.

Section 3.3. Notations. The amount and date of the Loans and the amount and date of each payment of principal and interest thereon shall be recorded by the Bank on its books and records or, at its option, recorded on a schedule to the Note, and the amount of principal and interest shown on such books and records or such schedule as owing on the Note from time to time shall be prima facie evidence in any court or other proceeding brought to enforce the Note of the principal amount remaining unpaid thereon and the interest applicable thereto; *provided*

that the failure of the Bank to record any of the foregoing shall not limit or otherwise affect the obligation of the City to repay the principal amount owing on the Note together with accrued interest thereon.

SECTION 4. TAX TREATMENT.

Interest on the Note shall be excludable from gross income for federal income tax purposes. The City shall take all steps necessary to maintain such tax exempt status for the Note. The Bank shall be provided an opinion of tax counsel satisfactory to the Bank which concludes that interest on the Note is excludable from gross income for federal income tax purposes under Section 103 of the Code.

SECTION 5. DEFINITIONS; INTERPRETATION.

Section 5.1. Definitions. The following terms when used herein shall have the following meanings:

“Agreement” means this Term Loan Agreement, as the same may be amended, modified, or restated from time to time in accordance with the terms hereof.

“Bank” is defined in the introductory paragraph hereof.

“Business Day” means any day other than a Saturday or Sunday on which the Bank is not authorized or required to close in Decatur, Illinois.

“City” is defined in the introductory paragraph hereof.

“Code” means the Internal Revenue Code of 1986, as amended, and any successor statute thereto.

“Commitment” is defined in Section 1.1 hereof.

“Default” means any event or condition the occurrence of which would, with the passage of time or the giving of notice, or both, constitute an Event of Default.

“Deposit Requirement” means collections of the Local MFT in an amount sufficient to pay principal of and interest on the Note due on the next two payment dates.

“Drawing Period” is defined in Section 1.1 hereof.

“Event of Default” means any event or condition identified as such in Section 9.1 hereof.

“Local MFT” means the City’s local motor fuel tax, effective April 1, 2016, which is 5 cents per gallon of non-diesel fuel and 1 cent per gallon of diesel fuel purchase at retail or at bulk within the City.

“*Loans*” is defined in Section 1.1 hereof.

“*Loan Documents*” means this Agreement, the Note, and each other instrument or document to be delivered hereunder or thereunder or otherwise in connection therewith.

“*Material Adverse Effect*” means (a) a material adverse change in, or material adverse effect upon, the operations of the City taken as a whole, (b) a material impairment of the ability of the City to perform its obligations under any Loan Document, or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the City of any Loan Document or the rights and remedies of the Bank thereunder.

“*Maturity Date*” means August 15, 2023.

“*Note*” is defined in Section 1.1 hereof.

“*Obligations*” means all obligations of the City to pay principal and interest on the Loans, all fees and charges payable hereunder, and all other payment obligations of the City arising under or in relation to any Loan Document, in each case whether now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held, or acquired.

“*Ordinance*” means the ordinance adopted by the Council of the City on the 15th day of August, 2016, authorizing the execution, delivery and performance of the Loan Documents on behalf of the City.

Section 5.2. Interpretation. The foregoing definitions are equally applicable to both the singular and plural forms of the terms defined. The words “*hereof*”, “*herein*”, and “*hereunder*” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All references to time of day herein are references to Decatur, Illinois time unless otherwise specifically provided.

SECTION 6. REPRESENTATIONS AND WARRANTIES.

The City represents and warrants to the Bank as follows:

Section 6.1. Organization and Qualification. The City is duly organized, validly existing municipality, home rule unit and political subdivision under the laws of the State of Illinois.

Section 6.2. Authority and Validity of Obligations. The City has full right and authority to enter into this Agreement and the other Loan Documents, to make the borrowings herein provided for, to issue its Note in evidence thereof, and to perform all of its obligations hereunder and under the other Loan Documents. The Loan Documents delivered by the City have been duly authorized, executed, and delivered by authorized officers or officials of the City and constitute valid and binding obligations of the City enforceable against them in accordance with their terms except as enforceability may be limited by bankruptcy, insolvency, fraudulent

conveyance, or similar laws affecting creditors' rights generally and general principles of equity (regardless of whether the application of such principles is considered in a proceeding in equity or at law); and this Agreement and the other Loan Documents do not, nor does the performance or observance by the City of any of the matters and things herein or therein provided for, contravene or constitute a default under any provision of law or any judgment, injunction, order or decree binding upon the City.

Section 6.3. Use of Proceeds. The City shall use the proceeds of the Loans to finance the resurfacing and reconstruction of roads and streets throughout the City.

Section 6.4. Financial Reports. The City agrees to furnish financial information to the Bank upon request of the Bank from time to time. Such information shall be furnished as soon as reasonably possible, but in any event within 30 days after request by the Bank. The City agrees to furnish without the Bank's request its annual audited financial statements within 180 days of the end of the City's fiscal year or such later date as such annual audited financial statement becomes available.

Section 6.5. No Material Adverse Change. Since December 31, 2015, there has been no change in the condition (financial or otherwise) of the City except those occurring in the ordinary course, none of which individually or in the aggregate have been materially adverse.

Section 6.6. Full Disclosure. The statements and information furnished to the Bank in connection with the negotiation of this Agreement and the other Loan Documents and the commitment by the Bank to provide all or part of the financing contemplated hereby do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading, the Bank acknowledging that, as to any projections furnished to the Bank, the City only represents that the same were prepared on the basis of information and estimates the City believed to be reasonable.

Section 6.7. Governmental Authority and Licensing. The City has received all licenses, permits, and approvals of all federal, state, and local governmental authorities, if any, necessary to conduct its businesses, in each case where the failure to obtain or maintain the same could reasonably be expected to have a Material Adverse Effect. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit or approval is pending or, to the knowledge of the City, threatened.

Section 6.8. Litigation and Other Controversies. There is no litigation or governmental or arbitration proceeding or labor controversy pending, nor to the knowledge of the City threatened, against the City which if adversely determined could reasonably be expected to have a Material Adverse Effect.

Section 6.9. Taxes. All taxes, assessments, fees, and other governmental charges upon the City or upon any of its property or revenues, have been paid, except such taxes, assessments, fees, and governmental charges, if any, as are being contested in good faith and by appropriate proceedings which prevent enforcement of the matter under contest and as to which adequate reserves have been provided.

Section 6.10. Approvals. No authorization, consent, license, or exemption from, or filing or registration with, any court or governmental department, agency, or instrumentality, nor any approval or consent, is or will be necessary to the valid execution, delivery, or performance by the City of any Loan Document, except for such approvals which have been obtained prior to the date of this Agreement and remain in full force and effect.

Section 6.11. Compliance with Laws. The City is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to its operations, non-compliance with which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

Section 6.12. Other Agreements. The City is not in default under the terms of any covenant, indenture or agreement of or affecting the City, which default if uncured could reasonably be expected to have a Material Adverse Effect.

Section 6.13. No Default. No Default or Event of Default has occurred and is continuing.

Section 6.14. Security. The Loans shall be secured by the Note, which is payable solely from the collections of the Local MFT. The City hereby pledges, and to the extent permitted by law grants a security interest to the Bank in, the LSR Fund (as hereinafter defined) and all of the Local MFT of the City to secure the payment of and the performance by the City of its obligations under the Note.

Section 6.15. Local MFT Account. The City agrees to maintain the account containing the collections of the Local MFT (the “*LSR Fund*”) at the Bank while the Note is outstanding. The Bank shall have no claim on the proceeds of the Note on deposit in the LSR Fund and the Bank shall have no claim on the collections of the Local MFT above the Deposit Requirement and the Bank understands that any collections of Local MFT in excess of the Deposit Requirement may be transferred out of the LSR Fund to be used to pay for the construction and maintenance of municipal streets and extension, sidewalk repairs and maintenance, curbing, grade extension and approaches, and engineering services related to the same. If an Event of Default occurs and is continuing, (a) the Bank shall use and withdraw collections of Local MFT in the LSR Fund from time to time to make required payments as such payments become due, and (b) the City shall not be entitled to use or withdraw any Local MFT collections from the LSR Fund without approval from the Bank.

SECTION 7. CONDITIONS PRECEDENT.

The obligation of the Bank to make any extension of credit under this Agreement is subject to the following conditions precedent:

Section 7.1. All Advances. As of the time of the making of any extension of credit hereunder:

- (a) each of the representations and warranties set forth in Section 6 hereof and in the other Loan Documents shall be true and correct as of such time, except to the extent the same expressly relate to an earlier date; and
- (b) no Default or Event of Default shall have occurred and be continuing or would occur as a result of making such extension of credit; and
- (c) such extension of credit shall not violate any order, judgment, or decree of any court or other authority or any provision of law or regulation applicable to the Bank (including, without limitation, Regulation U of the Board of Governors of the Federal Reserve System) as then in effect.

The City's request for any extension of credit hereunder shall constitute its warranty as to the facts specified in subsections (a), (b), and (c) above.

Section 7.2. Initial Advance. At or prior to the making of the initial extension of credit hereunder, the following conditions precedent shall also have been satisfied:

- (a) the Bank shall have received the following (and, with respect to all documents, each to be properly executed and completed) and the same shall have been approved as to form and substance by the Bank:
 - (i) the Note;
 - (ii) certified copy of the Ordinance;
 - (iii) a certificate indicating that there is no proceeding contesting the legality of the Loan Documents or the proceedings pursuant to which the Loan Documents were authorized;
 - (iv) an incumbency certificate containing the name, title and genuine signature of the City's signatories to this Agreement and the Note; and
 - (v) such additional certificates, instruments and other documents as the Bank may deem necessary with respect to the issuance and sale of the Note, all in form and substance satisfactory to the Bank;
- (b) the Bank shall have received the initial fees called for hereby;
- (c) legal matters incident to the execution and delivery of the Loan Documents and to the transactions contemplated hereby shall be satisfactory to the Bank and its counsel; and the Bank shall have received the favorable written opinion of counsel for the City in form and substance satisfactory to the Bank and its counsel; and

(d) the Bank shall have received such other agreements, instruments, documents, certificates and opinions as the Bank may reasonably request.

SECTION 8. COVENANTS.

The City agrees that, so long as any credit is available to or in use by the City hereunder, except to the extent compliance in any case or cases is waived in writing by the Bank:

Section 8.1. Maintenance of Existence. The City shall preserve and maintain its existence. The City shall preserve and keep in force and effect all licenses, permits and franchises necessary to the proper conduct of its business, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 8.2. Maintenance of Properties. The City shall maintain, preserve, and keep its municipal property in good repair, working order and condition (ordinary wear and tear excepted) and shall from time to time make all needful and proper repairs, renewals, replacements, additions, and betterments thereto so that at all times the efficiency thereof shall be fully preserved and maintained.

Section 8.3. Taxes and Assessments. The City shall duly pay and discharge all taxes, rates, assessments, fees, and governmental charges upon, in each case before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith and by appropriate proceedings which prevent enforcement of the matter under contest and adequate reserves are provided therefor.

Section 8.4. Insurance. The City shall insure and keep insured, with good and responsible insurance companies, its insurable property by it which is of a character usually insured by municipalities similarly situated and operating against loss or damage from such hazards and risks, and in such amounts, as are insured by municipalities similarly situated and operating. The City shall upon request furnish to the Bank a certificate setting forth in summary form the nature and extent of the insurance maintained pursuant to this Section.

SECTION 9. EVENTS OF DEFAULT AND REMEDIES.

Section 9.1. Events of Default. Any one or more of the following shall constitute an “Event of Default” hereunder:

(a) default in the payment when due of all or any part of any Obligation payable hereunder or under any other Loan Document (whether at the stated maturity thereof or at any other time provided for in this Agreement);

(b) default in the observance or performance of any provision hereof or of any other Loan Document which is not remedied within 30 days after the earlier of (i) the date

on which such failure shall first become known to any officer of the City or (ii) written notice thereof is given to the City by the Bank;

(c) any representation or warranty made by the City herein or in any other Loan Document, or in any statement or certificate furnished by it pursuant hereto or thereto, or in connection with any extension of credit made hereunder, proves untrue in any material respect as of the date of the issuance or making thereof;

(d) the institution by or against the City of any bankruptcy or similar proceeding for the relief of debtors or the appointment of any receiver for any such party or any of its property; or

(e) the City fails to comply with or to comply with or to perform any term, obligation, covenant or condition contained in any agreement between the Bank and the City.

Section 9.2. Defaults. When any Event of Default has occurred and is continuing, the Bank may, by notice to the City, take one or more of the following actions:

(a) terminate the obligation of the Bank to extend any further credit hereunder on the date (which may be the date thereof) stated in such notice; and

(b) enforce any and all rights and remedies available to it under the Loan Documents or applicable law.

Section 9.3. Extension Under Default The City agrees that at any time that an Event of Default exists by virtue of a default in the payment of all or any part of any Obligation payable hereunder or under any other Loan Document on the Maturity Date, the provisions of this Agreement shall continue in full force and effect, including specifically Sections 6.14 and 6.15 hereof, until such Obligation or portion thereof has been paid in full.

SECTION 10. MISCELLANEOUS.

Section 10.1. Non-Business Days. If any payment hereunder becomes due and payable on a day which is not a Business Day, the due date of such payment shall be extended to the next succeeding Business Day on which date such payment shall be due and payable. In the case of any payment of principal falling due on a day which is not a Business Day, interest on such principal amount shall continue to accrue during such extension at the rate per annum then in effect, which accrued amount shall be due and payable on the next scheduled date for the payment of interest.

Section 10.2. No Waiver, Cumulative Remedies. No delay or failure on the part of the Bank or on the part of the holder of the Obligations in the exercise of any power or right shall operate as a waiver thereof or as an acquiescence in any default, nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof or the exercise of any other power or right. The rights and remedies hereunder of the Bank and of the holder of the

Obligations are cumulative to, and not exclusive of, any rights or remedies which any of them would otherwise have.

Section 10.3. Amendments, Etc. No amendment, modification, termination or waiver of any provision of this Agreement or of any other Loan Document, nor consent to any departure by the City therefrom, shall in any event be effective unless the same shall be in writing and signed by the Bank. No notice to or demand on the City in any case shall entitle the City to any other or further notice or demand in similar or other circumstances.

Section 10.4. Costs and Expenses; Indemnification. (a) The City agrees to pay on demand the costs and expenses of the Bank in connection with the negotiation, preparation, execution and delivery of this Agreement, the other Loan Documents and the other instruments and documents to be delivered hereunder or thereunder, and in connection with the transactions contemplated hereby or thereby, including the reasonable fees and expenses of counsel for the Bank with respect to all of the foregoing (whether or not the transactions contemplated hereby are consummated).

(b) The City further agrees to indemnify to the extent permitted by law the Bank and its respective directors, officers and employees, against all losses, claims, damages, penalties, judgments, liabilities and expenses which any of them may pay or incur arising out of or relating to any Loan Document or any of the transactions contemplated thereby.

Section 10.5. Survival of Representations. All representations and warranties made herein or in any of the other Loan Documents or in certificates given pursuant hereto or thereto shall survive the execution and delivery of this Agreement and the other Loan Documents, and shall continue in full force and effect with respect to the date as of which they were made as long as any credit is in use or available hereunder.

Section 10.6. Notices. Except as otherwise specified herein, all notices hereunder shall be in writing (including, without limitation, notice by telecopy) and shall be given to the relevant party at its address or telecopier number set forth below, or such other address or telecopier number as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, by telecopy or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

to the City at:

City Hall
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523
Attention: City Treasurer and
Director of Finance
Telephone: (217) 450-2226

to the Bank at:

Busey Bank
130 North Water Street
Decatur, Illinois 62523
Attention: Kelly O. White
Vice President
Telephone: (217) 362-2701

Each such notice, request or other communication shall be effective (i) if given by telecopier, when such telecopy is transmitted to the telecopier number specified in this Section and a

confirmation of such telecopy has been received by the sender, (ii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iii) if given by any other means, when delivered at the addresses specified in this Section; provided that any notice given pursuant to Section 1 or Section 2 hereof shall be effective only upon receipt.

Section 10.7. Headings. Section headings used in this Agreement are for convenience of reference only and are not a part of this Agreement for any other purpose.

Section 10.8. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 10.9. Counterparts. This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterpart signature pages, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

Section 10.10. Binding Nature, Governing Law, Etc. This Agreement shall be binding upon the City and shall inure to the benefit of the Bank and the benefit of its successors and assigns, including any subsequent holder of the Obligations. The City may not assign its rights hereunder without the written consent of the Bank. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and any prior agreements, whether written or oral, with respect thereto are superseded hereby. This Agreement and the rights and duties of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of Illinois.

Section 10.11. Waiver of Jury Trial; Venue. The City and the Bank hereby irrevocably waive to the extent permitted by law any and all right to trial by jury in any legal proceeding arising out of or relating to any Loan Document or the transactions contemplated thereby. The City and the Bank hereby irrevocably agree that any action or proceeding in any way, manner or respect arising out of any Loan Document or any amendment, instrument, document or agreement delivered or which may in the future be delivered in connection therewith, or arising from any dispute or controversy arising in connection with or related to any Loan Document or any such amendment, instrument, document or agreement, shall be litigated only in courts having situs within The County of Macon, Illinois, and each of the City and the Bank hereby consents and submits to the jurisdiction of any local, state or federal court located within such County and State.

[SIGNATURE PAGE TO FOLLOW]

This Term Loan Agreement is entered into between us for the uses and purposes hereinabove set forth as of the date first above written.

"CITY"

CITY OF DECATUR, MACON COUNTY, ILLINOIS

By: _____

Name: Gregg Zientara

Title: Director of Finance

Attest:

City Clerk, City of Decatur,
Macon County, Illinois

"BANK"

BUSEY BANK

By: _____

Name: _____

Title: _____

SCHEDULE 1

MINIMUM LOAN SCHEDULE

<u>Date</u>	<u>Aggregate Minimum Loan Requirement</u>
02/01/2017	\$1,000,000
08/01/2017	1,100,000
02/01/2018	4,000,000
08/15/2019	7,500,000

EXHIBIT A
PROMISSORY NOTE

\$7,500,000

Dated August 18, 2016

FOR VALUE RECEIVED, the undersigned, City of Decatur, Macon County, Illinois, a duly organized municipality, home rule unit and political subdivision of the State of Illinois (the "*City*"), hereby promises to pay to the order of BUSEY BANK (the "*Bank*") at its office at 130 North Water Street, Decatur, Illinois, the lesser of Seven Million Five Hundred Thousand and 00/100 DOLLARS (\$7,500,000), and the aggregate principal balance of the Loans advanced to the City by the Bank under the Commitment provided for in the Term Loan Agreement hereafter mentioned, payable in principal installments in the amounts and at the times set forth in Section 1.1 of the Term Loan Agreement, with a final installment of all principal not sooner paid due and payable on the Maturity Date.

This Note evidences the Loans made to the City by the Bank under that certain Term Loan Agreement dated as of August 18, 2016, between the City and the Bank (said Term Loan Agreement, as the same may be amended, modified or restated from time to time, being referred to herein as the "*Term Loan Agreement*"), and the City hereby promises to pay interest at the office described above on the Loans evidenced hereby at the rate and at the times and in the manner specified therefor in the Term Loan Agreement.

This Note is issued by the City under the terms and provisions of the Term Loan Agreement, and this Note and the holder hereof are entitled to all of the benefits and security provided for thereby or referred to therein, to which reference is hereby made for a statement thereof. This Note may be declared to be, or be and become, due prior to its expressed maturity, voluntary prepayments may be made hereon, and certain prepayments are required to be made hereon, all in the events, on the terms and with the effects provided in the Term Loan Agreement. All capitalized terms used herein without definition shall have the same meanings herein as such terms are defined in the Term Loan Agreement.

The City hereby waives presentment for payment and demand. THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF ILLINOIS.

CITY OF DECATUR, MACON COUNTY, ILLINOIS

Mayor, City of Decatur,
Macon County, Illinois

Attest:

City Clerk, City of Decatur,
Macon County, Illinois

City of Decatur, Illinois
Local Motor Fuel Tax ("Local MFT")
Resurfacing & Reconstruction of Local Roads & Streets Initiative
Financing Term Sheet

Background:

The City of Decatur has need to affect resurfacing and reconstruction of local roads and streets within the City footprint. This is a priority of the City Council and as such the City enacted a local motor fuel tax effective April 1, 2016. The tax imposed is 5 cents per gallon of non-diesel fuel and 1 cent per gallon of diesel fuel purchase at retail or at bulk within the City of Decatur.

Tax Collection and Defined Use of Tax Proceeds

Tax collected will be deposited into the City Local Streets and Roads Fund, for use earmarked specifically for use as defined in City Code Chapter 51.4 Paragraph 8. Tax proceeds will be used to pay for the construction and maintenance of municipal streets and extension, sidewalk repairs and maintenance, curbing, grade extension and approaches, and engineering services related to the same.

Expected Revenue from the Local Motor Fuel Tax and Funds Available for Debt Service

City expectation is that the local MFT tax imposed will generate an annual revenue stream approaching \$1.5 million. City intends to allocate up to \$1 Million annually for debt service related to a project initiative to jump start local street and road reconstruction. Loan term not to exceed 9 years given sunset in the current legislation authorizing the local MFT.

Proposed Investment

Current plans are for investment of \$7.5 million, scheduled as follows:

2016 projects	\$	1.5	includes construction and engineering
2017 projects	\$	3.0	includes construction and engineering
2018 projects	\$	3.0	includes construction and engineering
Total Project Investment	\$	7.5	

Financing Considerations

Look at debt financing of 5, 7 and 9 year term / bank promissory note with semi annual P+I payments

Draw down construction loan / 1st debt service payment due December 2016

Debt secured with Local MFT Revenues

Term will not exceed 9 years due sunset provision ending local MFT at April 1, 2026, unless continued by Council action

Estimated annual revenues generated by the local MFT are expected to approach \$1.5 million

Expected annual revenues to be earmarked for debt service is \$1 million

Excess revenues above the amounts earmarked for debt service will be used for emergency and other projects as necessary

Timing

City Public Works will let bids for construction in June 2016

Construction to commence July 2016

Availability of funds for construction August 1, 2016

Prepared by:

Office of the City Treasurer
May 20, 2016

City of Decatur, Illinois
 Project Financing Pro Forma Analysis
 Project: Local Street Resurfacing & Reconstruction

home
 input cell

	Busey Bank		Regions Bank	
	7 year scenario	9 year scenario	7 year scenario	8 year scenario
Loan Amount	\$ 7,500,000	\$ 7,500,000	\$ 7,500,000	\$ 7,500,000
Loan closing date	8/1/2016	8/1/2016	8/1/2016	8/1/2016
Term (in years)	7	9	7	8
Amount of loan				
1st draw	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
2nd draw	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000
3rd draw	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000
Total draw	\$ 7,500,000	\$ 7,500,000	\$ 7,500,000	\$ 7,500,000
Date of loan				
1st draw	10/1/2016	10/1/2016	10/1/2016	10/1/2016
2nd draw	8/1/2017	8/1/2017	8/1/2017	8/1/2017
3rd draw	8/1/2018	8/1/2018	8/1/2018	8/1/2018
Interest rate				
draw period	2.85000%	2.90000%	1.66525%	1.66525%
fixed loan	2.85000%	2.90000%	2.07200%	2.28010%
Date of 1st payment + 6 months	2/1/2017	2/1/2017	2/1/2017	2/1/2017
Available payment				
annual \$		\$ 1,000,000		\$ 1,000,000
semi annual \$		\$ 500,000		\$ 500,000
T5 Loan Amortization Scenario				
Loan payment				
Total \$	\$ 8,042,305	\$ 8,277,938	\$ 7,893,410	\$ 7,670,315
# of payments	14	18	14	16
Semi annual pmt \$	\$ 574,450.34	\$ 459,885.45	\$ 563,815.01	\$ 479,394.72
annual pmt \$	\$ 1,148,900.68	\$ 919,770.90	\$ 1,127,630.02	\$ 958,789.44
Total \$	\$ 8,042,304.76	\$ 8,277,938.10	\$ 7,893,410.14	\$ 7,670,315.52
Semi annual pmt \$			\$ 558,278.66	
annual pmt \$			\$ 1,116,557.32	\$ -
Total \$			\$ 7,815,901.24	\$ -
Delta Difference		\$ 607,622.58		\$ (607,622.58)

Prepared by: Office of the City Treasurer
 Date: July 5, 2016

Financial Management

DATE: 8/8/2016

MEMO: Letter to Decatur City Council Financial Management Department 2016-14

TO: Honorable Mayor Moore Wolfe and Members of the City Council

FROM: Tim Gleason
Gregg D. Zientara

SUBJECT: Ordinance providing for the issuance of a not to exceed \$2,200,000 Promissory Note for the City of Decatur, Macon County, Illinois, to pay the costs of renovating, repairing and maintaining the City's Fire Stations Numbers 1, 2, 4, and 6, providing for the security for and payment of said note, confirming the sale thereof to Busey Bank, and authorizing the execution and delivery of a Term Loan Agreement and related documents

SUMMARY RECOMMENDATION: City staff recommends council approval.

BACKGROUND:

City solicited financing proposals from Busey Bank, Hickory Point Bank & Trust, Regions bank and Soy Capital Bank and Trust. City provided a financing term sheet outlining the project and setting the parameters for loan terms and conditions of interest to the city (copy attached).

Busey Bank and Regions Bank submitted financing proposals for consideration by the City.

The City selected Busey Bank as the most responsive bidder due to several factors including: minimal loan conditions and covenants, fixed interest rate, and most favorable pricing considering the fixed interest rate.

A summary schedule is attached identifying the comparative financial analysis.

PRIOR COUNCIL ACTION:

On December 21, 2015, Council adopted the 2015 property tax levy ordinance 2016-69, which identified the revenue source earmarked to fund the debt service payment financing the fire facility renovation initiative.

Council adopted Resolution R2016-77 on June 20, 2016 authorizing the City Manager to enter into a debt financing arrangement to finance the fire facility renovation initiative.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Gregg Zientara

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Term Loan Agreement	Backup Material
City Financing Term Sheet	Backup Material
Financing proposal analysis	Backup Material

ORDINANCE providing for the issuance of a not to exceed \$2,200,000 Promissory Note of the City of Decatur, Macon County, Illinois, to pay the costs of renovating, repairing and maintaining the City's Fire Stations Numbers 1, 2, 4 and 6, providing for the security for and payment of said note, confirming the sale thereof to Busey Bank, and authorizing the execution and delivery of a Term Loan Agreement and related documents.

Adopted by the Council on the
15th day of August, 2016.

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ORDINANCE providing for the issuance of a not to exceed \$2,200,000 Promissory Note of the City of Decatur, Macon County, Illinois, to pay the costs of renovating, repairing and maintaining the City's Fire Stations Numbers 1, 2, 4 and 6, providing for the security for and payment of said note, confirming the sale thereof to Busey Bank, and authorizing the execution and delivery of a Term Loan Agreement and related documents.

* * *

WHEREAS, the City of Decatur, Macon County, Illinois (the "*City*"), is a duly organized municipality under the laws of the State of Illinois, operating generally under the Illinois Municipal Code, as amended; has a population in excess of 25,000 as determined by the last official census; and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois (the "*Constitution*"), the City is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs, including, but not limited to, the power to incur debt (the Illinois Municipal Code as supplemented and, where in conflict, superseded by said constitutional powers being the "*Act*"); and

WHEREAS, pursuant to the provisions of the Act, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the Council of the City (the "*Council*") has considered the needs of the City and its residents, and has determined and does hereby determine that it is desirable and in the best interests of the City to pay the costs of renovating, repairing and maintaining the City's Fire Stations Numbers 1, 2, 4 and 6 (the "*Project*"); and

WHEREAS, the estimated cost of the Project is not less than the sum of \$2,200,000, plus the estimated available amount of interest earnings on said sum prior to expenditure; and

WHEREAS, the proper officers and officials of the City have negotiated with Busey Bank, Decatur, Illinois (the "*Bank*"), for a loan authorization to be made available by the Bank to the City in the form of loans in an aggregate principal amount not to exceed \$2,200,000; and

WHEREAS, as a condition precedent to the extension of credit or financial accommodations from the Bank to the City, the Bank requires that the City enter into a Term Loan Agreement with the Bank setting forth the terms and conditions applicable thereto (the "*Agreement*"); and

WHEREAS, the Council hereby expressly determines that it is advisable, necessary and in the best interests of the City that the City authorize the execution and delivery of the Agreement; and

WHEREAS, it is in the best interests of the inhabitants of the City and necessary for the government and affairs of the City also to authorize the issuance of a Promissory Note (the "*Note*") to evidence the obligation to repay the principal of and interest on amounts drawn from time to time by the City under the Agreement:

NOW THEREFORE Be It and It Is Hereby Ordained by the Council of the City of Decatur, Macon County, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Findings. The Council hereby finds and determines that (a) all of the recitals contained in the preambles to this Ordinance are full, true and correct and hereby incorporates them into this Ordinance by this reference; (b) this Ordinance is adopted pursuant to Section 6 of Article VII of the Constitution; (c) it is necessary and in the best interests of the City that the City adopt this Ordinance; (d) it is necessary and in the best interests of the City that the Agreement be executed and the Note be issued so as to pay the costs of the Project; and (e) the execution of the Agreement, the borrowing of money for the purposes authorized therein and the issuance of the Note are for proper public purposes and are in the public interest.

Section 2. Execution of the Agreement Authorized. The City is hereby authorized to enter into the Agreement with the Bank in substantially the form attached hereto as *Exhibit A*, provided, however, that in the event of any conflict between the terms and provisions of this Ordinance and the Agreement, the terms and provisions of this Ordinance shall in all events control. The Director of Finance be, and hereby is, authorized, empowered and directed to execute, and his or her execution thereof shall constitute conclusive evidence of the approval of any and all terms contained in the Agreement by the Council, and the City Clerk be, and hereby is, authorized, empowered and directed to attest the Agreement in the name, for and on behalf of the City, and thereupon to cause the Agreement to be delivered to the Bank. The Agreement (as executed) is entered into to provide for the loan of the proceeds of the Note to the City and the use of such proceeds as aforesaid and to pay the costs of issuing the Note, in the manner and with the effect therein provided. From and after the execution and delivery of the Agreement, the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed; and the Agreement shall constitute, and hereby is made, a part of this Ordinance, and a copy of the Agreement shall be placed in the official records of the City, and shall be available for public inspection at the office of the City Clerk.

Section 3. The Note. The Note is hereby authorized to be issued as a drawdown note, shall be issued in the principal amount of not to exceed \$2,200,000 and shall mature on the date and bear interest at the rate and on the dates as set forth in the Agreement.

The form of the Note as attached as *Exhibit A* to the Agreement, subject to appropriate insertions and revisions in order to comply with the provisions of the Agreement (as executed and delivered) be, and the same hereby is, approved. The Note shall be executed in the name, for

and on behalf of the City with the signatures of Mayor and the City Clerk. When the Note shall be executed on behalf of the City in the manner contemplated by the Agreement and this Ordinance in a principal amount not to exceed \$2,200,000, it shall represent the approved form of Note of the City.

Section 4. Sale and Delivery of Note. The Note hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the City Treasurer, and be by said City Treasurer delivered to the Bank upon receipt of the purchase price therefor, the same being the par amount of any Loan (as such term is defined in the Agreement); the contract for the sale of the Note heretofore entered into (the "*Purchase Contract*") is in all respects ratified, approved and confirmed, it being hereby found and determined that the Purchase Contract is in the best interests of the City and that no person holding any office of the City, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

Any officer or official of the City as may be necessary is hereby authorized to execute such other documents, as may be necessary to implement the Agreement and the transactions contemplated thereby and to effect the issuance and delivery of the Note, and execution thereof by such officers and officials is hereby deemed conclusive evidence of approval thereof with such changes, additions, insertions, omissions or deletions as such officers and officials may determine, with no further official action of or direction by the Council.

Section 5. Security; Payment. The Note shall be payable solely from funds of the City lawfully available for such purpose. The City agrees to appropriate funds of the City annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Loans and the Note.

The City further covenants and agrees with the Bank and any subsequent holders of the Note that so long the Note remains outstanding, the City will take no action or fail to take any action which in any way would adversely affect the security for the Note.

Section 6. Use of Proceeds. Note proceeds are hereby appropriated as follows: The drawdown of the principal proceeds of the Note shall be set aside in a separate City fund, heretofore created, and designated as the “*Fire Capital Fund*,” and be used to pay the Project, including costs of issuance of the Note, and interest on or principal of the Note at any time there are insufficient funds from other sources to pay the same.

Section 7. General Covenants. The City covenants and agrees with the Bank and any subsequent holders of the Note that, so long as the Note remains outstanding and unpaid:

(a) The City will punctually pay or cause to be paid the principal of and interest on the Note in strict conformity with the terms of the Agreement, the Note and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof.

(b) The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the Project. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Bank or its representatives authorized in writing.

(c) The City will preserve and protect the security of the Note and the rights of the registered owners of the Note.

(d) The City will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance,

and for the better assuring and confirming unto the registered owner of the Note of the rights and benefits provided in this Ordinance.

Section 8. Tax Covenants. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Note) if taking, permitting or omitting to take such action would cause the Note to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended, or would otherwise cause the interest on the Note to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation for interest paid on the Note, under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The District also agrees and covenants with the Bank and holders of the Note from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Note and affects the tax-exempt status of the Note.

The Council hereby authorizes the officials of the City responsible for issuing the Note, the same being the Mayor, City Clerk and City Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Note as approved by the Council and as may be necessary to assure that the use thereof will not cause the Note to be an arbitrage bond and to assure that the interest on the Note will be exempt from federal income taxation. In connection therewith, the City and the Council further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Note and to comply with such

advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Note; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 9. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval.

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED: August 15, 2016

APPROVED: August 15, 2016

Mayor, City of Decatur,
Macon County, Illinois

RECORDED In City Records: August 15, 2016.

Attest:

City Clerk, City of Decatur,
Macon County, Illinois

EXHIBIT A
TERM LOAN AGREEMENT

TERM LOAN AGREEMENT
(Fire Station Projects)

DATED AS OF
AUGUST 18, 2016,

BETWEEN

CITY OF DECATUR, MACON COUNTY, ILLINOIS

AND

BUSEY BANK
Decatur, Illinois

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TERM LOAN AGREEMENT

This Term Loan Agreement is entered into as of the 18th day of August, 2016, by and between the City of Decatur, Macon County, Illinois, a duly organized municipality, home rule unit and political subdivision of the State of Illinois (the “City”), and BUSEY BANK, a banking corporation located in Decatur, Illinois (the “Bank”). All capitalized terms used herein without definition shall have the same meanings herein as such terms are defined in Section 5.1 hereof.

PRELIMINARY STATEMENT

The City has requested, and the Bank has agreed to extend, a term loan on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. THE LOANS.

Section 1.1. Term Loans. Subject to the terms and conditions hereof, the Bank agrees to make one or more loans in an aggregate principal amount not to exceed \$2,200,000 on a cumulative basis (the “Commitment”, and the loans made pursuant thereto being hereinafter referred to individually as a “Loan” and collectively as the “Loans”) at any time on or before August 15, 2018 (the “Drawing Period”), at which time the Commitment shall expire; *provided* that the Bank shall make (or have made) Loans in the aggregate minimum amounts shown on *Schedule 1* by the dates shown on *Schedule 1*. Each Loan shall be in a minimum amount of \$50,000. The principal amount of each Loan shall permanently reduce the amount available under the Commitment, and no amount repaid or prepaid on any Loan may be borrowed again. The Loans shall be evidenced by a single promissory note of the City in the form (with appropriate insertions) attached hereto as *Exhibit A* (the “Note”). The Note shall be dated the date of issuance thereof and be expressed to bear interest as set forth in Section 2 hereof. The Note, and the Loans evidenced thereby, shall mature in semi-annual principal installments, payable on the February 15 and August 15 of each year (commencing February 15, 2017) with each principal installment equal to \$157,142.85 (without regard to any payments or prepayments thereof), except that the final installment on the Loans shall be in the amount of all principal not sooner paid and shall be due and payable on the Maturity Date.

Section 1.2. Manner and Disbursement of Loans. The City shall give written or telephonic notice to the Bank (which notice shall be irrevocable once given and, if given by telephone, shall be promptly confirmed in writing) by no later than 11:00 a.m. (Decatur time) on the date the City requests the Bank to make an advance of the Loans hereunder. Each such notice shall specify the date of the advance requested (which must be a Business Day) and the amount of such advance. The City agrees that the Bank may rely upon any written or telephonic notice given by any person the Bank in good faith believes is an officer or official of the City without the necessity of independent investigation and, in the event any telephonic notice

conflicts with the written confirmation, such telephonic notice shall govern if the Bank has acted in reliance thereon. Subject to the provisions of Section 7 hereof, the proceeds of each advance shall be made available to the City at the principal office of the Bank in Decatur, Illinois, in immediately available funds by deposit to the City's primary operating account maintained with the Bank or as otherwise agreed upon by the City and the Bank. Notwithstanding anything herein to the contrary, Loans shall be made in the minimum amounts shown on *Schedule 1* by the dates shown on *Schedule 1*.

SECTION 2. INTEREST.

The outstanding principal balance of the Loans shall bear interest (which the City hereby promises to pay) at the rate per annum equal to 2.85%. Interest on the Loans shall be payable semi-annually in arrears on February 15 and August 15 in each year and at maturity. The principal balance of Loans which remains unpaid past the Maturity Date shall bear interest at the rate set forth in the first sentence hereof until paid in full. Interest on the Loans shall be computed on the basis of a year of 360 days for the actual number of days elapsed.

SECTION 3. PREPAYMENTS AND APPLICATIONS.

Section 3.1. Voluntary Prepayments. The City shall have the privilege of prepaying without premium or penalty and in whole or in part (but if in part, then in an amount not less than \$50,000) the Note at any time upon notice to the Bank prior to 11:00 a.m. (Decatur time) on the date fixed for prepayment. Each such prepayment shall be made together with accrued interest thereon to the date of prepayment.

Section 3.2. Place and Application of Payments. All payments of principal, interest, fees, and all other Obligations payable under the Loan Documents shall be made to the Bank at its office at 130 North Water Street, Decatur, Illinois (or at such other place as the Bank may specify) no later than 1:00 p.m. (Decatur time) on the date any such payment is due and payable. Payments received by the Bank after 1:00 p.m. (Decatur time) shall be deemed received as of the opening of business on the next Business Day. All such payments shall be made in lawful money of the United States of America, in immediately available funds at the place of payment, without set-off or counterclaim and without reduction for, and free from, any and all present or future taxes, levies, imposts, duties, fees, charges, deductions, withholdings, restrictions, and conditions of any nature imposed by any government or any political subdivision or taxing authority thereof (but excluding any taxes imposed on or measured by the net income of the Bank). No amount repaid on the Note may be reborrowed, and partial prepayments of the Note shall be applied to the latest remaining installments thereof.

Section 3.3. Notations. The amount and date of the Loans and the amount and date of each payment of principal and interest thereon shall be recorded by the Bank on its books and records or, at its option, recorded on a schedule to the Note, and the amount of principal and interest shown on such books and records or such schedule as owing on the Note from time to time shall be prima facie evidence in any court or other proceeding brought to enforce the Note of the principal amount remaining unpaid thereon and the interest applicable thereto; *provided* that the failure of the Bank to record any of the foregoing shall not limit or otherwise affect the

obligation of the City to repay the principal amount owing on the Note together with accrued interest thereon.

SECTION 4. TAX TREATMENT.

Interest on the Note shall be excludable from gross income for federal income tax purposes. The City shall take all steps necessary to maintain such tax exempt status for the Note. The Bank shall be provided an opinion of tax counsel satisfactory to the Bank which concludes that interest on the Note is excludable from gross income for federal income tax purposes under Section 103 of the Code.

SECTION 5. DEFINITIONS; INTERPRETATION.

Section 5.1. Definitions. The following terms when used herein shall have the following meanings:

“Agreement” means this Term Loan Agreement, as the same may be amended, modified, or restated from time to time in accordance with the terms hereof.

“Bank” is defined in the introductory paragraph hereof.

“Business Day” means any day other than a Saturday or Sunday on which the Bank is not authorized or required to close in Decatur, Illinois.

“City” is defined in the introductory paragraph hereof.

“Code” means the Internal Revenue Code of 1986, as amended, and any successor statute thereto.

“Commitment” is defined in Section 1.1 hereof.

“Default” means any event or condition the occurrence of which would, with the passage of time or the giving of notice, or both, constitute an Event of Default.

“Drawing Period” is defined in Section 1.1 hereof.

“Event of Default” means any event or condition identified as such in Section 9.1 hereof.

“Loans” is defined in Section 1.1 hereof.

“Loan Documents” means this Agreement, the Note, and each other instrument or document to be delivered hereunder or thereunder or otherwise in connection therewith.

“Material Adverse Effect” means (a) a material adverse change in, or material adverse effect upon, the operations of the City taken as a whole, (b) a material impairment of the ability of the City to perform its obligations under any Loan Document, or (c) a material adverse effect

upon the legality, validity, binding effect or enforceability against the City of any Loan Document or the rights and remedies of the Bank thereunder.

“Maturity Date” means August 15, 2023.

“Note” is defined in Section 1.1 hereof.

“Obligations” means all obligations of the City to pay principal and interest on the Loans, all fees and charges payable hereunder, and all other payment obligations of the City arising under or in relation to any Loan Document, in each case whether now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held, or acquired.

“Ordinance” means the ordinance adopted by the Council of the City on the 15th day of August, 2016, authorizing the execution, delivery and performance of the Loan Documents on behalf of the City.

Section 5.2. Interpretation. The foregoing definitions are equally applicable to both the singular and plural forms of the terms defined. The words *“hereof”*, *“herein”*, and *“hereunder”* and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All references to time of day herein are references to Decatur, Illinois time unless otherwise specifically provided.

SECTION 6. REPRESENTATIONS AND WARRANTIES.

The City represents and warrants to the Bank as follows:

Section 6.1. Organization and Qualification. The City is duly organized, validly existing municipality, home rule unit and political subdivision under the laws of the State of Illinois.

Section 6.2. Authority and Validity of Obligations. The City has full right and authority to enter into this Agreement and the other Loan Documents, to make the borrowings herein provided for, to issue its Note in evidence thereof, and to perform all of its obligations hereunder and under the other Loan Documents. The Loan Documents delivered by the City have been duly authorized, executed, and delivered by authorized officers or officials of the City and constitute valid and binding obligations of the City enforceable against them in accordance with their terms except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, or similar laws affecting creditors’ rights generally and general principles of equity (regardless of whether the application of such principles is considered in a proceeding in equity or at law); and this Agreement and the other Loan Documents do not, nor does the performance or observance by the City of any of the matters and things herein or therein provided for, contravene or constitute a default under any provision of law or any judgment, injunction, order or decree binding upon the City.

Section 6.3. Use of Proceeds. The City shall use the proceeds of the Loans to finance the renovation, repair and maintenance of the City's Fire Stations Numbers 1, 2, 4 and 6.

Section 6.4. Financial Reports. The City agrees to furnish financial information to the Bank upon request of the Bank from time to time. Such information shall be furnished as soon as reasonably possible, but in any event within 30 days after request by the Bank. The City agrees to furnish without the Bank's request its annual audited financial statements within 180 days of the end of the City's fiscal year or such later date as such annual audited financial statement becomes available.

Section 6.5. No Material Adverse Change. Since December 31, 2015, there has been no change in the condition (financial or otherwise) of the City except those occurring in the ordinary course, none of which individually or in the aggregate have been materially adverse.

Section 6.6. Full Disclosure. The statements and information furnished to the Bank in connection with the negotiation of this Agreement and the other Loan Documents and the commitment by the Bank to provide all or part of the financing contemplated hereby do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading, the Bank acknowledging that, as to any projections furnished to the Bank, the City only represents that the same were prepared on the basis of information and estimates the City believed to be reasonable.

Section 6.7. Governmental Authority and Licensing. The City has received all licenses, permits, and approvals of all federal, state, and local governmental authorities, if any, necessary to conduct its businesses, in each case where the failure to obtain or maintain the same could reasonably be expected to have a Material Adverse Effect. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit or approval is pending or, to the knowledge of the City, threatened.

Section 6.8. Litigation and Other Controversies. There is no litigation or governmental or arbitration proceeding or labor controversy pending, nor to the knowledge of the City threatened, against the City which if adversely determined could reasonably be expected to have a Material Adverse Effect.

Section 6.9. Taxes. All taxes, assessments, fees, and other governmental charges upon the City or upon any of its property or revenues, have been paid, except such taxes, assessments, fees, and governmental charges, if any, as are being contested in good faith and by appropriate proceedings which prevent enforcement of the matter under contest and as to which adequate reserves have been provided.

Section 6.10. Approvals. No authorization, consent, license, or exemption from, or filing or registration with, any court or governmental department, agency, or instrumentality, nor any approval or consent, is or will be necessary to the valid execution, delivery, or performance by the City of any Loan Document, except for such approvals which have been obtained prior to the date of this Agreement and remain in full force and effect.

Section 6.11. Compliance with Laws. The City is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to its operations, non-compliance with which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

Section 6.12. Other Agreements. The City is not in default under the terms of any covenant, indenture or agreement of or affecting the City, which default if uncured could reasonably be expected to have a Material Adverse Effect.

Section 6.13. No Default. No Default or Event of Default has occurred and is continuing.

Section 6.14. Security. The Loans shall be secured by the Note, which is payable from any funds of the City lawfully available for such purpose. The City agrees to appropriate funds of the City annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Loans and the Note.

SECTION 7. CONDITIONS PRECEDENT.

The obligation of the Bank to make any extension of credit under this Agreement is subject to the following conditions precedent:

Section 7.1. All Advances. As of the time of the making of any extension of credit hereunder:

(a) each of the representations and warranties set forth in Section 6 hereof and in the other Loan Documents shall be true and correct as of such time, except to the extent the same expressly relate to an earlier date; and

(b) no Default or Event of Default shall have occurred and be continuing or would occur as a result of making such extension of credit; and

(c) such extension of credit shall not violate any order, judgment, or decree of any court or other authority or any provision of law or regulation applicable to the Bank (including, without limitation, Regulation U of the Board of Governors of the Federal Reserve System) as then in effect.

The City's request for any extension of credit hereunder shall constitute its warranty as to the facts specified in subsections (a), (b), and (c) above.

Section 7.2. Initial Advance. At or prior to the making of the initial extension of credit hereunder, the following conditions precedent shall also have been satisfied:

(a) the Bank shall have received the following (and, with respect to all documents, each to be properly executed and completed) and the same shall have been approved as to form and substance by the Bank:

- (i) the Note;
 - (ii) certified copy of the Ordinance;
 - (iii) a certificate indicating that there is no proceeding contesting the legality of the Loan Documents or the proceedings pursuant to which the Loan Documents were authorized;
 - (iv) an incumbency certificate containing the name, title and genuine signature of the City's signatories to this Agreement and the Note; and
 - (v) such additional certificates, instruments and other documents as the Bank may deem necessary with respect to the issuance and sale of the Note, all in form and substance satisfactory to the Bank;
- (b) the Bank shall have received the initial fees called for hereby;
- (c) legal matters incident to the execution and delivery of the Loan Documents and to the transactions contemplated hereby shall be satisfactory to the Bank and its counsel; and the Bank shall have received the favorable written opinion of counsel for the City in form and substance satisfactory to the Bank and its counsel; and
- (d) the Bank shall have received such other agreements, instruments, documents, certificates and opinions as the Bank may reasonably request.

SECTION 8. COVENANTS.

The City agrees that, so long as any credit is available to or in use by the City hereunder, except to the extent compliance in any case or cases is waived in writing by the Bank:

Section 8.1. Maintenance of Existence. The City shall preserve and maintain its existence. The City shall preserve and keep in force and effect all licenses, permits and franchises necessary to the proper conduct of its business, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 8.2. Maintenance of Properties. The City shall maintain, preserve, and keep its municipal property in good repair, working order and condition (ordinary wear and tear excepted) and shall from time to time make all needful and proper repairs, renewals, replacements, additions, and betterments thereto so that at all times the efficiency thereof shall be fully preserved and maintained.

Section 8.3. Taxes and Assessments. The City shall duly pay and discharge all taxes, rates, assessments, fees, and governmental charges upon, in each case before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being

contested in good faith and by appropriate proceedings which prevent enforcement of the matter under contest and adequate reserves are provided therefor.

Section 8.4. Insurance. The City shall insure and keep insured, with good and responsible insurance companies, its insurable property by it which is of a character usually insured by municipalities similarly situated and operating against loss or damage from such hazards and risks, and in such amounts, as are insured by municipalities similarly situated and operating. The City shall upon request furnish to the Bank a certificate setting forth in summary form the nature and extent of the insurance maintained pursuant to this Section.

SECTION 9. EVENTS OF DEFAULT AND REMEDIES.

Section 9.1. Events of Default. Any one or more of the following shall constitute an “Event of Default” hereunder:

(a) default in the payment when due of all or any part of any Obligation payable hereunder or under any other Loan Document (whether at the stated maturity thereof or at any other time provided for in this Agreement);

(b) default in the observance or performance of any provision hereof or of any other Loan Document which is not remedied within 30 days after the earlier of (i) the date on which such failure shall first become known to any officer of the City or (ii) written notice thereof is given to the City by the Bank;

(c) any representation or warranty made by the City herein or in any other Loan Document, or in any statement or certificate furnished by it pursuant hereto or thereto, or in connection with any extension of credit made hereunder, proves untrue in any material respect as of the date of the issuance or making thereof;

(d) the institution by or against the City of any bankruptcy or similar proceeding for the relief of debtors or the appointment of any receiver for any such party or any of its property; or

(e) the City fails to comply with or to perform any term, obligation, covenant or condition contained in any agreement between the Bank and the City.

Section 9.2. Defaults. When any Event of Default has occurred and is continuing, the Bank may, by notice to the City, take one or more of the following actions:

(a) terminate the obligation of the Bank to extend any further credit hereunder on the date (which may be the date thereof) stated in such notice; and

(b) enforce any and all rights and remedies available to it under the Loan Documents or applicable law.

SECTION 10. MISCELLANEOUS.

Section 10.1. Non-Business Days. If any payment hereunder becomes due and payable on a day which is not a Business Day, the due date of such payment shall be extended to the next succeeding Business Day on which date such payment shall be due and payable. In the case of any payment of principal falling due on a day which is not a Business Day, interest on such principal amount shall continue to accrue during such extension at the rate per annum then in effect, which accrued amount shall be due and payable on the next scheduled date for the payment of interest.

Section 10.2. No Waiver, Cumulative Remedies. No delay or failure on the part of the Bank or on the part of the holder of the Obligations in the exercise of any power or right shall operate as a waiver thereof or as an acquiescence in any default, nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof or the exercise of any other power or right. The rights and remedies hereunder of the Bank and of the holder of the Obligations are cumulative to, and not exclusive of, any rights or remedies which any of them would otherwise have.

Section 10.3. Amendments, Etc. No amendment, modification, termination or waiver of any provision of this Agreement or of any other Loan Document, nor consent to any departure by the City therefrom, shall in any event be effective unless the same shall be in writing and signed by the Bank. No notice to or demand on the City in any case shall entitle the City to any other or further notice or demand in similar or other circumstances.

Section 10.4. Costs and Expenses; Indemnification. (a) The City agrees to pay on demand the costs and expenses of the Bank in connection with the negotiation, preparation, execution and delivery of this Agreement, the other Loan Documents and the other instruments and documents to be delivered hereunder or thereunder, and in connection with the transactions contemplated hereby or thereby, including the reasonable fees and expenses of counsel for the Bank with respect to all of the foregoing (whether or not the transactions contemplated hereby are consummated).

(b) The City further agrees to indemnify to the extent permitted by law the Bank and its respective directors, officers and employees, against all losses, claims, damages, penalties, judgments, liabilities and expenses which any of them may pay or incur arising out of or relating to any Loan Document or any of the transactions contemplated thereby.

Section 10.5. Survival of Representations. All representations and warranties made herein or in any of the other Loan Documents or in certificates given pursuant hereto or thereto shall survive the execution and delivery of this Agreement and the other Loan Documents, and shall continue in full force and effect with respect to the date as of which they were made as long as any credit is in use or available hereunder.

Section 10.6. Notices. Except as otherwise specified herein, all notices hereunder shall be in writing (including, without limitation, notice by telecopy) and shall be given to the relevant party at its address or telecopier number set forth below, or such other address or telecopier

number as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, by telecopy or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

to the City at:

City Hall
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523
Attention: City Treasurer and
Director of Finance
Telephone: (217) 450-2226

to the Bank at:

Busey Bank
130 North Water Street
Decatur, Illinois 62523
Attention: Kelly O. White
Vice President
Telephone: (217) 362-2701

Each such notice, request or other communication shall be effective (i) if given by telecopier, when such telecopy is transmitted to the telecopier number specified in this Section and a confirmation of such telecopy has been received by the sender, (ii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iii) if given by any other means, when delivered at the addresses specified in this Section; provided that any notice given pursuant to Section 1 or Section 2 hereof shall be effective only upon receipt.

Section 10.7. Headings. Section headings used in this Agreement are for convenience of reference only and are not a part of this Agreement for any other purpose.

Section 10.8. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 10.9. Counterparts. This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterpart signature pages, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

Section 10.10. Binding Nature, Governing Law, Etc. This Agreement shall be binding upon the City and shall inure to the benefit of the Bank and the benefit of its successors and assigns, including any subsequent holder of the Obligations. The City may not assign its rights hereunder without the written consent of the Bank. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and any prior agreements, whether written or oral, with respect thereto are superseded hereby. This Agreement and the rights and duties of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of Illinois.

Section 10.11. Waiver of Jury Trial; Venue. The City and the Bank hereby irrevocably waive to the extent permitted by law any and all right to trial by jury in any legal proceeding arising out of or relating to any Loan Document or the transactions contemplated thereby. The City and the Bank hereby irrevocably agree that any action or proceeding in any way, manner or respect arising out of any Loan Document or any amendment, instrument, document or agreement delivered or which may in the future be delivered in connection therewith, or arising from any dispute or controversy arising in connection with or related to any Loan Document or any such amendment, instrument, document or agreement, shall be litigated only in courts having situs within The County of Macon, Illinois, and each of the City and the Bank hereby consents and submits to the jurisdiction of any local, state or federal court located within such County and State.

[SIGNATURE PAGE TO FOLLOW]

This Term Loan Agreement is entered into between us for the uses and purposes hereinabove set forth as of the date first above written.

"CITY"

CITY OF DECATUR, MACON COUNTY, ILLINOIS

By: _____

Name: Gregg Zientara

Title: Director of Finance

Attest:

City Clerk, City of Decatur,
Macon County, Illinois

"BANK"

BUSEY BANK

By: _____

Name: _____

Title: _____

SCHEDULE 1

MINIMUM LOAN SCHEDULE

<u>Date</u>	<u>Aggregate Minimum Loan Requirement</u>
02/01/2017	\$ 250,000
08/01/2017	320,000
02/01/2018	1,000,000
08/15/2018	2,200,000

EXHIBIT A
PROMISSORY NOTE

\$2,200,000

Dated August 18, 2016

FOR VALUE RECEIVED, the undersigned, City of Decatur, Macon County, Illinois, a duly organized municipality, home rule unit and political subdivision of the State of Illinois (the "City"), hereby promises to pay to the order of BUSEY BANK (the "Bank") at its office at 130 North Water Street, Decatur, Illinois, the lesser of Two Million Two Hundred Thousand and 00/100 DOLLARS (\$2,200,000), and the aggregate principal balance of the Loans advanced to the City by the Bank under the Commitment provided for in the Term Loan Agreement hereafter mentioned, payable in principal installments in the amounts and at the times set forth in Section 1.1 of the Term Loan Agreement, with a final installment of all principal not sooner paid due and payable on the Maturity Date.

This Note evidences the Loans made to the City by the Bank under that certain Term Loan Agreement dated as of August 18, 2016, between the City and the Bank (said Term Loan Agreement, as the same may be amended, modified or restated from time to time, being referred to herein as the "*Term Loan Agreement*"), and the City hereby promises to pay interest at the office described above on the Loans evidenced hereby at the rate and at the times and in the manner specified therefor in the Term Loan Agreement.

This Note is issued by the City under the terms and provisions of the Term Loan Agreement, and this Note and the holder hereof are entitled to all of the benefits and security provided for thereby or referred to therein, to which reference is hereby made for a statement thereof. This Note may be declared to be, or be and become, due prior to its expressed maturity, voluntary prepayments may be made hereon, and certain prepayments are required to be made hereon, all in the events, on the terms and with the effects provided in the Term Loan Agreement. All capitalized terms used herein without definition shall have the same meanings herein as such terms are defined in the Term Loan Agreement.

The City hereby waives presentment for payment and demand. THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF ILLINOIS.

CITY OF DECATUR, MACON COUNTY, ILLINOIS

Mayor, City of Decatur,
Macon County, Illinois

Attest:

City Clerk, City of Decatur,
Macon County, Illinois

City of Decatur, Illinois
Fire Facility Rehabilitation Initiative
Project Financials

Background:

City has seven (7) fire facilities located within the City footprint. Oldest station is 89 years of age, youngest station is 22 years of age. Repair & maintenance issues with facilities due to age of facilities and repair & maintenance neglect due to limited financial resources available in past years. Vehicle bay size is remnant of the past and inadequate for current vehicle design. Living conditions for firefighters need renovation.

Study Approach and Results:

City engaged Dewberry Architects, Inc. to conduct a fire facility assessment study. Study identified certain fire facilities as candidates to retain with repair & maintenance and identified certain fire facilities as candidates for replacement due to age and condition. Fire facility stations numbers 1, 2, 4 and 6 were identified to retain, repair & maintain. Fire facility stations numbers 3, 5 and 7 were identified with replacement as the best long term solution.

Repair & Maintain Investment

Comment

Envisioned to occur over calendar years 2016 and 2017, with project work commencing immediately upon City Council approval and availability of financing

Repair & Maintenance cost	1,726,744	engineering estimate of investment cost
Engineering Contingency	172,674	construction contingency
Sub total	1,899,418	
Dewberry 2016 project management cost	68,096	quoted cost
Dewberry 2017 project management cost	94,500	quoted cost
Estimated Dewberry incidental cost billable	12,404	estimated incidental costs billable to City
Sub total	175,000	

Total Repair & Maintain Investment 2,074,418

Replace Investment

Comment

Envisioned to occur over calendar years 2017 - 2019, with facility design work commencing in 2017 with construction envisioned in 2018 and 2019

Replace Station 3	1,700,000	order of magnitude cost including design and engineering
Replace Station 5	1,800,000	order of magnitude cost including design and engineering
Replace Station 7	1,800,000	order of magnitude cost including design and engineering

Total Replacement Investment 5,300,000

Total Fire Facility Repair & Replace Investment 7,374,418

Financing Considerations

Approach with two (2) separate debt issues
 Debt issue 1 is for the repair & maintain facility investment
 Debt issue 2 is for the replace facility investment

Debt issue 1

Look at 5 and 7 year terms / bank promissory note with semi annual P+I payments
 debt service secured with property tax revenue / \$400k at present available
 Draw down construction loan / 1st P+I payment due December 2016

Debt issue 2

Look at 15 and 20 year terms / bank promissory note or GO bond
 debt service secured with property tax revenue / \$250k available in calendar 2018
 Draw down construction loan or GO bond / 1st P+I payment due 2018 or 2019

Prepared by:

Office of the City Treasurer
 May 20, 2016

City of Decatur, Illinois
Project Financing Pro Forma Analysis
Project: Fire Facility Repair & Maintenance

home
input cell

		Busey Bank		Regions Bank	
		5 year scenario	7 year scenario	5 year scenario	7 year scenario
Loan Amount		\$ 2,200,000	\$ 2,200,000	\$ 2,200,000	\$ 2,200,000
Loan closing date		8/1/2016	8/1/2016	8/1/2016	8/1/2016
Term (in years)		5	7	5	7
Amount of loan					
1st draw	\$	800,000	\$ 800,000	\$ 800,000	\$ 800,000
2nd draw	\$	1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000
Total draw	\$	2,200,000	\$ 2,200,000	\$ 2,200,000	\$ 2,200,000
Date of loan					
1st draw		9/1/2016	9/1/2016	9/1/2016	9/1/2016
2nd draw		6/1/2017	6/1/2017	6/1/2017	6/1/2017
Interest rate					
draw period		2.75000%	2.85000%	1.60525%	1.60525%
fixed loan		2.75000%	2.85000%	1.80660%	2.12160%
Date of 1st payment		2/1/2017	2/1/2017	12/1/2016	12/1/2016
+ 6 months		8/1/2017	8/1/2017	6/1/2017	6/1/2017
Available payment					
annual \$	\$	400,000	\$ 400,000	\$ 400,000	\$ 400,000
semi annual \$	\$	200,000	\$ 200,000	\$ 200,000	\$ 200,000
T5 Loan Amortization Scenario					
Loan payment					
Total \$	\$	2,333,962	\$ 2,404,092	\$ 2,287,674	\$ 2,351,162
# of payments		10	14	10	14
Semi annual pmt \$	\$	233,396.24	\$ 171,720.86	\$ 228,767.43	\$ 167,940.17
annual pmt \$	\$	466,792.48	\$ 343,441.72	\$ 457,534.86	\$ 335,880.34
Total \$	\$	2,333,962.40	\$ 2,404,092.04	\$ 2,287,674.30	\$ 2,351,162.38
Semi annual pmt \$				\$ 227,891.48	\$ 165,282.58
annual pmt \$				\$ 455,782.96	\$ 330,565.16
Total \$				\$ 2,278,914.80	\$ 2,313,956.12
Delta Difference					
	rule out	\$	52,929.66	rule out	\$ (52,929.66)
					\$ (90,135.92)
	comparative			comparative	\$ (71,532.79)

Prepared by: Office of the City Treasurer
Date: July 5, 2016

Public Works

DATE: 8/8/2016

MEMO: 2016-43

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Amendment #1 to Local Agency Agreement for Federal Participation with the State of Illinois for the Improvement of Mound Road Bridge over Spring Creek East, City Project 2013-25

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum No. 2016-43 and related attachments

ATTACHMENTS:

Description	Type
Council Memo No. 2016-43 LPA Amendment #1	Cover Memo
Resolution 2016-43 Fed Participation	Resolution Letter
BLR 05311 IDOT Form Amendment #1	Backup Material
Location Map Mound Rd Bridge over Spring Creek East	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2016-43**

DATE: August 8, 2016

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Amendment #1 to Local Public Agency Agreement for Federal Participation to Improve the Mound Road Bridge Over Spring Creek East, Structure No. 058-3037
City Project 2013-25

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest to Amendment #1 to the Local Public Agency Agreement for Federal Participation to improve Mound Road Bridge over Spring Creek (East), Structure No. 058-3037. The Amendment authorizes an additional \$86,214 in Federal funds for the project. The additional funds are added to the original agreement amount of \$732,000, for a total of \$818,214 in Federal funds to cover 80% of the awarded project cost of \$1,022,768.

PRIOR COUNCIL ACTION:

January 7, 2013 – Council approved Resolution No. R2013-02 appropriating \$22,100 in State Motor Fuel Tax funds to pay for the agreement with URS Corporation to complete a preliminary design for the subject bridges.

January 7, 2013 – Council approved Resolution No. R2013-01 authorizing a preliminary design services agreement between the City of Decatur and URS Corporation to complete a preliminary design to improve the Mound Road bridges over Spring Creek for a fee not to exceed \$22,100.

September 16, 2013 – Council approved Resolution No. R2013-97 appropriating \$115,769 in State Motor Fuel Tax (MFT) funds to pay for the agreement with Chastain & Associates, LLC to complete the final design for the Mound Road over Spring Creek East Bridge.

September 16, 2013 – Council approved Resolution No. R2013-96 authorizing a Professional Engineering Services Agreement between the City of Decatur and Chastain & Associates, LLC, (Chastain), to complete a final design for the superstructure replacement of the Mound Road over Spring Creek East Bridge for a fee not to exceed \$115,769.

March 7, 2016 – Council approved Resolution No. R2016-23 appropriating \$200,000 in State Motor Fuel Tax (MFT) funds to pay for the City's projected 20% match (\$183,000), with a \$17,000 contingency, for the improvement of Mound Road Bridge over Spring Creek (East). The total estimated cost of the bridge improvement is \$915,000.

March 7, 2016 – Council approved Resolution No. R2016-22 authorizing a Local Public Agency Agreement for Federal Participation to improve Mound Road Bridge over Spring Creek (East), Structure No. 058-3037. The Agreement authorizes up to \$732,000 in Federal funds which represents 80% of the estimated construction cost of \$915,000.

May 16, 2016 – Council approved Resolution No. R2016-50 appropriating an additional \$120,000 in State Motor Fuel Tax (MFT) funds to pay for the City's portion of the improvement of the Mound Road Bridge over Spring Creek (East). The additional funds are added to \$200,000 in MFT funds approved previously for a total authorized MFT expenditure of \$320,000.

BACKGROUND:

On March 7, 2016, the City Council approved a City-State Joint Agreement for the reconstruction of the Mound Road Bridge over Spring Creek East. Total project estimate for the proposed bridge work was initially authorized at \$915,000 with a maximum amount of \$732,000 in Federal Funds and State motor fuel tax funds allocated to the City paying the balance of the project costs which were projected to be approximately \$183,000 at that time.

Because the project is receiving Federal funding, it is under the direct control of the Illinois Department of Transportation who received bids for the work on April 22nd. A low bid of \$1,022,767.94 was provided by Stark Excavating, Inc. This bid was \$90,768 higher than the amount originally authorized. On May 16, 2016, the City Council appropriated \$120,000 in additional State motor fuel tax funding for a total of \$320,000 to cover the higher bid price and authorized IDOT to accept the bid and proceed with the project. The bridge work began on July 18, 2016.

Since the bids were opened, the City requested and has now received approval from DUATS for additional Federal funding to cover the higher project amount. Amendment #1 to the Local Public Agency Agreement (originally approved by Council on March 7) authorizes an additional \$86,214 in Federal funds for the project, for a total of \$818,214 covering a full 80% of the awarded project cost of \$1,022,768. This will reduce the expected City expenditure to \$204,554 or 20% of the project costs. However, it should be noted that under the Agreement, the City will be responsible for all project costs that exceed \$818,214 which is the Federal funding limit for the project.

POTENTIAL OBJECTION: None

INPUT FROM OTHER SOURCES: Illinois Department of Transportation

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

SCHEDULE: DESIGN AND CONSTRUCTION:

Construction began on July 18th and is planned for completion by the end of 2016.

BUDGET IMPLICATIONS:

Budget Impact: The Local Public Agency Agreement for Federal Participation authorizes a total project of \$1,022,768 for the Mound Road Bridge over Spring Creek East with 80% Federal funding up to \$818,214. The City's 20% match is estimated to be \$204,554. The City will be responsible for the balance required above the agreement amounts. City funding is allocated in the State Motor Fuel Tax fund.

Staffing Impact: Staff time is allocated to manage the Mound Road Bridge improvement project.

This memorandum was prepared by Matthew C. Newell, P.E., City Engineer.

Attach: 3

CITY OF DECATUR
Section No.: 13-00325-00-BR
Project No.: M-5169(053)
Job No.: C-97-051-15
Addenda #1

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AMENDMENT #1 TO
LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION
WITH THE STATE OF ILLINOIS FOR THE IMPROVEMENT OF
MOUND ROAD BRIDGE OVER SPRING CREEK EAST
CITY PROJECT 2013-25**

WHEREAS, the City of Decatur endeavors to improve a segment of Mound Road at Mound Road Bridge Over Spring Creek East, (Structure No. 058-3037), that is approximately 0.01 miles in length and known to the Illinois Department of Transportation as MFT Section Number 13-00325-00-BR and State Job Number C-97-051-15.

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 Amendment #1 to the Local Public Agency Agreement for Federal Participation for an additional Eighty-Six Thousand, Two Hundred Fourteen and 00/100 Dollars (\$86,214) in Federal funds, for a total amount of \$818,214 in Federal funds, to cover the 80% of the awarded project cost of \$1,022,768, for the completion of the aforementioned project known as MFT Section Number 13-00325-00-BR.

Section 2. That there is hereby appropriated the sum of \$204,554 of State Motor Fuel Tax funds for the purpose of paying the City's share of Motor Fuel Tax eligible construction costs for the Mound Road Bridge Over Spring Creek East under the applicable provisions of the Illinois Highway Code.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute the above mentioned Amendment #1 to AGREEMENT and any other such documents related to advancement and completion of said project.

PRESENTED and ADOPTED this 15th day of August, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

 Illinois Department of Transportation Local Public Agency Amendment # 1 for Federal Participation	Local Public Agency City of Decatur	State Contract ☒	Day Labor ☐	Local Contract ☐	RR Force Account ☐
	Section: 13-00325-00-BR	Fund Type: STU		ITEP / SRTS / HSIP Number(s)	

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-051-15	M-5169(053)				

This Amendment 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** have jointly proposed to improve the designated location as described below and agree to the changes outlined in this Amendment. The improvement shall be constructed in accordance with plans 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			
Location	Mound Road	Route	FAU 7359
Termini	Spring Creek on East Mound Road		

Current Jurisdiction	City of Decatur	TIP Number	DEC15-02	Existing Structure No	058-3037
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Amended Division of Cost						
Type of Work	STU	%	%	LPA	%	Total
Participating Construction	818,214	(*)	()	204,554	(BAL)	1,022,768
Non-Participating Construction		()	()		()	
Preliminary Engineering		()	()		()	
Construction Engineering		()	()		()	
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 818,214			\$ 204,554		\$ 1,022,768
* 80% STU Funds NTE \$818,214						

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

For Amendments Increasing the LPA share: By execution of this Amendment, the **LPA** attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of **LPA** project costs. A copy of the resolution or ordinance is attached as an addendum(**required for increases to state-let contracts only**).

ADDENDA

Additional information, changes, and/or stipulations to the original Agreement are hereby attached and identified below as being a part of this Amendment.

Number 1 - Appropriation Resolution

(Insert addendum numbers and titles as applicable)

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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

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
376001308 conducting business as a Governmental
Entity.

DUNS Number 075613000

Attest:

Debra G. Bright, City Clerk

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

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

ADDENDA #1
MOUND ROAD BRIDGE OVER SPRING CREEK EAST
STRUCTURE 058-3037



Mound Road
 Bridge Structure
 058-3037

City of Decatur, Illinois
Public Works Department
Engineering Division

Neighborhood Services

DATE: 8/4/2016

MEMO: No. 16-33

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Richelle D. Irons, Director of Neighborhood Services

SUBJECT:
Adoption of FY16-17 Annual Action Plan for CDBG and HOME Funds

SUMMARY RECOMMENDATION:

Staff recommends adoption of the FY16-17 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 16-17. This year's allocation includes \$1,268,061 in Community Development Block Grant funds and \$327,118 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 Outreach Division develops an Annual Action Plan. The Annual Action Plan describes funding allocations for Fiscal Year 2016-17 along with strategic implementation of the priorities identified in the City's Five Year Consolidated Plan, FY 2015-2019. The City Council reviewed and approved the CDBG and HOME funds during the adoption of the City's budget.

The FY 16-17 Annual Action Plan is available for public review in three locations: Decatur Public Library, Decatur Housing Authority Administrative Office, and the Development Services 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, Director of Neighborhood Services, at 424-2864 or e-mail riron@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
CDBG Agreement	Backup Material
HOME Agreement	Backup Material

**RESOLUTION AUTHORIZING
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FUND ALLOCATION FOR THE
ANNUAL ACTION PLAN FY 2016-17**

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 FY2016/2017 Annual Action Plan be, and the same are, hereby approved.

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

PRESENTED AND ADOPTED this 15th day of August, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

Funding Approval/Agreement

Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development

Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No.
2506-0193 (exp 5/31/2018)

1. Name of Grantee (as shown in item 5 of Standard Form 424) Decatur	3a. Grantee's 9-digit Tax ID Number 376001308	3b. Grantee's 9-digit DUNS Number 075613000
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 1 Gary K Anderson Plz Decatur, IL 62523-1196	4. Date use of funds may begin (mm/dd/yyyy)	
	5a. Project/Grant No. 1 B-16-MC-17-0008	6a. Amount Approved \$1,268,061.00
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Ray E. Willis	Grantee Name Julie Moore-Wolfe		
Title HUD Community Planning and Development Director	Title Mayor		
Signature	Date (mm/dd/yyyy)	Signature	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action (check only one) ☒ a. Entitlement, Sec 106(b) ☐ b. State-Administered, Sec 106(d)(1) ☐ c. HUD-Administered Small Cities, Sec 106(d)(2)(B) ☐ d. Indian CDBG Programs, Sec 106(a)(1) ☐ e. Surplus Urban Renewal Funds, Sec 112(b) ☐ f. Special Purpose Grants, Sec 107 ☐ g. Loan Guarantee, Sec 108	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission 04/15/2016	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number	
		9b. Date Grantee Notified		
		9c. Date of Start of Program Year (mm/dd/yyyy) 05/01/2016		
	11. Amount of Community Development Block Grant			
	a. Funds Reserved for this Grantee	FY (2016)	FY ()	FY ()
b. Funds now being Approved	\$1,268,061.00			
c. Reservation to be Cancelled (11a minus 11b)				

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency 1 Gary K Anderson Plz Decatur, IL 62523-1196
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)		Date Entered LOCCS (mm/dd/yyyy)		Batch Number		Transaction Code		Entered By		Verified By		

24 CFR 570

form HUD-7082 (4/93)

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

1. Participant Name and Address Decatur 1 Gary K Anderson Plz Decatur, IL 62523-1196		2. Grant Number: M16-MC170203 3a Tax Identification Number: 376001308 3b. Unique Entity Identifier (formerly DUNS): 075613000 262. Appropriation Number 866/90205 263. FY (yyyy) 2016																
6. Previous Obligation (Enter "0" for initial FY allocation)		\$0.00																
a. Formula Funds		\$																
b. Community Housing Development Org. (CHDO) Competitive		\$																
7. Current Transaction (+ or -)		\$327,118.00																
a. Formula Funds		\$327,118.00																
1. CHDO (For deobligations only)		\$																
2. Non- CHDO (For deobligations only)		\$																
b. CHDO Competitive Reallocation or Deobligation		\$																
8. Revised Obligation		\$																
a. Formula Funds		\$																
b. CHDO Competitive Reallocation		\$																
9. Special Conditions (check applicable box) ☒ Not applicable ☐ Attached		10. Date of Obligation (Congressional Release Date) (mm/dd/yyyy):																
11. Indirect Cost Rate* <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Administering Agency/Dept.</th> <th style="text-align: left; border-bottom: 1px solid black;">Indirect Cost Rate</th> <th style="text-align: left; border-bottom: 1px solid black;">Direct Cost Base</th> </tr> </thead> <tbody> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> </tbody> </table>		Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base	—	—%		—	—%		—	—%		—	—%		12. Period of Performance: Date in Box #10 - 09/01/2024 * If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.	
Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base																
—	—%																	
—	—%																	
—	—%																	
—	—%																	

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) RAY E. WILLIS, DIRECTOR, COMMUNITY PLANNING AND DEVELOPMENT	14. Signature	15. Date / /
16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) JULIE MOORE-WOLFE, MAYOR, CITY OF DECATUR	17. Signature	18. Date / /

19. Check one:

☒ Initial Agreement ☐ Amendment #

20. Funding Information: HOME

<u>Source of Funds</u>	<u>Appropriation Code</u>	<u>PAS Code</u>	<u>Amount</u>
FY 2016 (B)	866/90205	HMF	\$327,118.00

**CITY COUNCIL MEMORANDUM
NO. 2016-19**

August 10, 2016

TO: Honorable Mayor Moore Wolfe and City Council

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

SUBJECT: Amendment to City Code, Chapter 73 – Offenses
Amendment to City Code, Chapter 29 – Administrative Adjudication of Offenses

On the Agenda for Council meeting August 15, 2016, is an Ordinance that would establish times that the two public parks in the Central Business District of the City- Central Park and the Water Street Plaza- would be open.

The City has, through the years, invested a great deal of time and money in creating, renovating, restoring and maintaining these public parks. Over the past several years, the damage to the parks and the structures located in them has increased significantly as has the City's burden and cost to maintain them. Illegal activities have also escalated, increasing the burden to law enforcement. The great majority of the damage and illegal activity to and in these parks is occurring between sundown and sunrise.

This Ordinance attempts to remedy the problem by establishing hours the parks will be open. The Ordinance provides that the parks would be closed from 10:00 P.M. to 6:00 A.M. Recognizing that there are City sponsored or co-sponsored events and activities as well as other permitted events and activities in these parks, there are exceptions to the closing times of the parks. In addition, exceptions are granted for those walking to or from work, emergencies, police business and official City business by employees.

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
- CHAPTER 73, SECTIONS 39, 40, 41 -
- OFFENSES -**

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

WHEREAS, the Park spaces located in the Central Business District of Decatur, commonly known and referred to as Central Park and Water Street Plaza are important and valuable resources of the City of Decatur and its residents; and

WHEREAS, great resources are utilized and expended by the City of Decatur to maintain, conserve, repair, restore and protect these parks; and

WHEREAS, the City Council has determined that the parks located within the Central Business District located in the downtown areas of the City of Decatur should have a uniform set of operating hours; and

WHEREAS, the City has found that having a uniform set of operating hours for the public parks in the Central Business District will allow the City of Decatur to better prevent illegal activities from occurring in the parks; and

WHEREAS, the City Council of the City of Decatur finds that this Ordinance serves to promote the sanitation, health, safety, resources and welfare of the City and thus serves a valid public purpose.

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

Section 1. That Sections 39 and 40 of Chapter 73 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by adding new Section 39 thereto and renumbering Sections 40 and 41 thereto and modifying and amending new Section 41 of Chapter 73 thereto so that Sections 39, 40 and 41 as so modified and amended, shall provide as follows:

39. TRESPASS TO CITY PARK. No person shall remain in any public park located in the Central Business District of the City of Decatur, specifically those parks commonly known as Central Park and Water Street Plaza, after 10:00 P.M. before 6:00 A.M.

A. The prohibitions contained in Section 39 shall not apply:

(1) To any person on an emergency errand;

(2) To any person attending an assembly, meeting, entertainment event, or similar activity in the parks sponsored or co-sponsored by the City of Decatur or pursuant to a permit issued for such by the City of Decatur;

(3) To any person exiting the parks immediately after the conclusion of any such activity set forth in subsection 2 of this section;

(4) To any peace officer or employee of the City while engaged in the performance of his or her official duties;

(5) To those individuals traveling to or from their work or place of employment.

B. Notwithstanding any of the subsections of this Section 39 the City Manager or the Chief of Police of the City of Decatur may order any park closed before 10:00 P.M. and after 6:00 A.M. when he or she determines that activities constituting a threat to public health, safety or welfare have occurred or are occurring in the park and that such closing is necessary to protect the public health, safety or welfare.

40. **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.

41. **OTHER REMEDIES.** The fine provided for in Section 40 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. The Decatur Police Department shall have the authority to remove from any park located in the Central Business District of the City of Decatur, any person acting in violation of Sec. 39.

PRESENTED, PASSED, APPROVED AND RECORDED this 15th day of August, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2016.

CITY CLERK

ADDITIONS AND DELETIONS
CHAPTER 73
- OFFENSES -

~~39. **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.~~

39. **TRESPASS TO CITY PARK.** No person shall remain in any public park located in the Central Business District of the City of Decatur, specifically those parks commonly known as Central Park and Water Street Plaza, after 10:00 P.M. or before 6:00 A.M.

A. The prohibitions contained in Section 39 shall not apply:

(1) To any person on an emergency errand;

(2) To any person attending an assembly, meeting, entertainment event, or similar activity in the parks sponsored or co-sponsored by the City of Decatur or pursuant to a permit issued for such by the City of Decatur;

(3) To any person exiting the parks immediately after the conclusion of any such activity set forth in subsection 2 of this section;

(4) To any peace officer or employee of the City while engaged in the performance of his or her official duties;

B. Notwithstanding any of the subsections of this Section 39 the City Manager or the Chief of Police of the City of Decatur may order any park closed before 10:00 P.M. and after 6:00 A.M. when he or she determines that activities constituting a threat to public health, safety or welfare have occurred or are occurring in the park and that such closing is necessary to protect the public health, safety or welfare.

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~~40.~~ 41. **OTHER REMEDIES.** The fine provided for in Section ~~39~~ 40 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. The Decatur Police Department shall have the authority to remove from any park located in the Central Business District of the City of Decatur, any person acting in violation of Sec. 39.

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
- CHAPTER 29 -
- ADMINISTRATIVE ADJUDICATION OF OFFENSES -
TABLE 29-1

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

WHEREAS, the Park spaces located in the Central Business District of Decatur, commonly known and referred to as Central Park and Water Street Plaza are important and valuable resources of the City of Decatur and its residents; and

WHEREAS, great resources are utilized and expended by the City of Decatur to maintain, conserve, repair, restore and protect these parks; and

WHEREAS, the City Council has determined that the parks located within the Central Business District located in the downtown areas of the City of Decatur should have a uniform set of operating hours; and

WHEREAS, the City has found that having a uniform set of operating hours for the public parks in the Central Business District will allow the City of Decatur to better prevent illegal activities from occurring in the parks; and

WHEREAS, the City Council of the City of Decatur finds that this Ordinance serves to promote the sanitation, health, safety, resources and welfare of the City and thus serves a valid public purpose.

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

Section 1. That Table 29-1 of Chapter 29 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by adding new Chapter 73, Section 39 thereto and as so modified and amended, shall provide as follows:

TABLE 29-1
TABLE OF OFFENSES AND FINES

CHAPTER/ SECTION	TITLE/OFFENSE	FINE SCHEDULE
Chapter 73	Offenses	
Section 39	Trespass to City Park	\$250 - \$500

PRESENTED, PASSED, APPROVED AND RECORDED this 15th day of August, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2016.

CITY CLERK

ADDITIONS AND DELETIONS
CHAPTER 29
- ADMINISTRATIVE ADJUDICATION OF OFFENSES -

TABLE 29-1
TABLE OF OFFENSES AND FINES

CHAPTER/ SECTION	TITLE/OFFENSE	FINE SCHEDULE
Chapter 73	Offenses	
<u>Section 39</u>	<u>Trespass to City Park</u>	<u>\$250 - \$500</u>

City Clerk

DATE: 7/27/2016

MEMO: 2016-17

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park -
Decatur Area Arts Council

SUMMARY RECOMMENDATION:

Staff requests that City Council approve the proposed Ordinance authorizing the consumption of alcoholic liquor in Central Park for the Arts in Central Park 2016 event sponsored by Decatur Area Arts Council.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documents	Backup Material

ORDINANCE NO. 2016-_____

**ORDINANCE AUTHORIZING CONSUMPTION OF
ALCOHOLIC LIQUOR IN CENTRAL PARK
-DECATUR AREA ARTS COUNCIL-**

WHEREAS, the Decatur Area Arts Council has planned its “Arts In Central Park 2016” event, with its Preview Party scheduled for Friday, September 16, 2016; and,

WHEREAS, it is the intention of the Decatur Area Arts Council to serve wine to its patrons age 21 and older for consumption at this event; and

WHEREAS, such consumption of alcoholic liquor in Central Park requires the express approval of the City Council; and,

WHEREAS, the Council finds that it would be in the best interest of the Decatur Area Arts Council and of the City of Decatur that such consumption of alcoholic liquor as described be permitted for said limited time period.

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

Section 1. That on the day listed herein, and only on such day, between the hours listed opposite each, the above named alcoholic beverage only may be consumed in Central Park located in downtown Decatur, said day and hours being particularly described as follows:

Friday, September 16, 2016

5:00 p.m. -7:00 p.m.

Section 2. That no alcoholic beverage may be consumed as provided herein unless such alcoholic beverage is in a plastic or paper cup.

Section 3. That except as otherwise provided herein, the provisions of Section 34(a) of Chapter 52 of the City Code remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 15th day of August, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Decatur Area Arts Council, hereafter referred to as the "sponsoring agency", 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, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property for the Arts in Central Park on the following dates and times:

Friday, September 16, 2016, 7 a.m. through Sunday, September 18, 2016, 7 p.m.

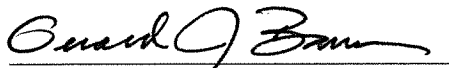
by the sponsoring agency, its officers, agents, employees, and registrants.

Furthermore, the sponsoring agency 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 aggregate, for property damage, and personal and bodily injury, including death.

If a temporary liquor license is granted for this event, evidence of liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence and aggregate must also be provided. The City of Decatur, Illinois, must be named as additional insured on both policies for the duration of the Event. Sponsoring agency's insurance will be primary.

For City of Decatur, Illinois:

For Sponsoring Agency:
Decatur Area Arts Council


Authorized Representative


Authorized Representative

03/16/2016
Date

2-1-16
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/25/2016

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 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 Arthur J. Gallagher Risk Management Services, Inc. 101 S. Main Street, Suite 200 Decatur IL 62523	CONTACT NAME:	
	PHONE (A/C, No, Ext): 630-595-5300	FAX (A/C, No): 630-694-4401
INSURED Decatur Area Arts Council 125 N. Water Decatur IL 62523	E-MAIL ADDRESS: certrequests@ajg.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Frankenmuth Mutual Insurance Compan	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1642684415

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 ☐ PRO-JECT ☐ LOC OTHER:			CPP6217831	4/1/2016	4/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			BA6217831	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$0 ☒ OCCUR ☐ CLAIMS-MADE			CPP6217831	4/1/2016	4/1/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A			WC6217831	4/1/2016	4/1/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Liquor Liability			CPP6217831	4/1/2016	4/1/2017	Occ & Agg 1,000,000

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

City of Decatur is named as additional insured for the liability evidenced above rising from the operations of the named insured for Arts in Central Park:
Friday, September 16th, 2016 - Noon to 7:30pm
Saturday, September 17th, 2016 - 9:00am - 6:00pm
Sunday, September 18th, 2016 - 9:00am - 6:00pm

CERTIFICATE HOLDER

CANCELLATION

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

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City Clerk

DATE: 8/1/2016

MEMO: 2016-19

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Approving Reappointment to Decatur Housing Authority Board

SUMMARY RECOMMENDATION: Staff requests City Council approve the proposed Resolution approving reappointment of Lisa Campbell-Hein to the Decatur Housing Authority Board.

ATTACHMENTS:

Description	Type
Resolution Approving Reappointment to Decatur Housing Authority Board	Resolution Letter

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 a member of the board or commission set opposite her respective name, to serve a term expiring upon the date set opposite her respective name or until her respective successor is appointed and qualified:

Lisa Campbell-Hein

Decatur Housing Authority

08/29/2021

DATED this 15th day of August, 2016.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2016-_____
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 15th day of August, 2016.

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 15th day of August, 2016.

Julie Moore Wolfe, Mayor

Neighborhood Services

DATE: 8/15/2016

MEMO: 2016-34

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Patrick Hoban, Economic Development Officer

SUBJECT:
Annexation Agreement with Aramark Distribution Services, Inc.

SUMMARY RECOMMENDATION: Staff recommends that the attached annexation agreement between the City of Decatur and Aramark Distribution Services, Inc. to redevelop the now vacant 20 acres on East Mound Rd at parcel no 18-08-30-400-004 (East of Union Iron) be received, placed on file and approved.

BACKGROUND:

The proposed project would involve the construction of a 20ft 100,000 square foot distribution facility on what is currently a 20 acre unimproved site outside the north eastern city limits of Decatur. The project would represent an investment of more than \$8.4 million with construction to begin in the 3rd quarter of 2016. The project is expected to retain 66 and create 19 new full-time equivalent employees.

The annexation agreement if approved will retain a long standing Decatur business by pre approving annexation and agreeing to change the zoning from R1 (standard post annexation zoning) to M1 (zoning needed for project). We believe that this project will strengthen Decatur's North Eastern Industrial Corridor and the Midwest Inland Port.

Aramark Distribution Services, Inc is an arm of Aramark, a 57-year old customer service business across food, facilities and uniforms employ more than 270,000 in 21 countries around the world every day.

STAFF REFERENCE: Additional questions can be forwarded to Tim Gleason at 217-424-2801 (tgleason@decaturil.gov), Billy Tyus at 217-424-2727 (btyus@decaturil.gov) or Patrick

Hoban at 217-424-2778 (phoban@decaturil.gov)

ATTACHMENTS:

Description	Type
Resolution receiving and filing of annexation agreement ---Aramark	Resolution Letter
Annexation Agreement	Backup Material

RESOLUTION NO. R2016-

RESOLUTION AUTHORIZING ANNEXATION AGREEMENT

- Parcel No.: 18-08-30-400-004-

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

Section 1. That the Annexation Agreement presented to the Council herewith between the City of Decatur and Aramark Distribution Services, Inc. regarding the annexation of property legally described below and in said Annexation Agreement, be, and the same is hereby, received, placed on file and approved.

The West Half (W ½) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Thirty (30), Township Seventeen (17) North, Range Three (3) East of the Third Principal Meridian except that part conveyed and dedicated to Macon County, Illinois for highway purposes as described in the Dedication of Right of Way dated March 2, 1999, and recorded as Document No. 1508075 in Book 2870, page 275 of the Records in the Recorder's Office of Macon County, Illinois. Parcel No.: 18-08-30-400-004

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

PRESENTED AND ADOPTED this __th day of August, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into this ____ day of ____, 2016, by and between Aramark Distribution Services, Inc. an Illinois Corporation ("Aramark"), and the City of Decatur, Illinois, a municipal corporation ("City").

RECITALS

A. Aramark is purchasing a certain parcel of real property situated in Macon County, Illinois, which is more particularly described in Exhibit A attached hereto and made a part hereof (the Development Parcel), which parcel consists of approximately 20 acres and adjoins, abuts and is contiguous with corporate limits of the City.

B. The Development Parcel has not been annexed to the municipality.

C. The Development Parcel is comprised of territory which is contiguous to and may be annexed to the City, as provided under Article 7 of the Illinois Municipal Code, 65 ILCS 5/7-1-1 et seq.

D. Aramark is purchasing the development parcel.

E. Aramark desires to have the Development Parcel annexed to the City, upon the terms and conditions provided herein.

F. The City Council of the City, after due consideration, has concluded that annexation of the Development Parcel to the City would further the orderly growth of the city, enable the City to control development of the Development Parcel, and serve the best interests of the City.

G. After Aramark owns the Development Parcel, the City agrees to pursue annexation of the Development Parcel pursuant to the annexation provisions of the Illinois Municipal Code.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and in reliance on the ordinances of the City in effect as of the date hereof, the parties hereto hereby agree as follows:

1. **STATUTORY AUTHORITY.** The parties hereto enter into this Agreement pursuant to and in accordance with the applicable provisions of the Illinois Municipal Code (65 ILCS 5/11-15.1 et seq.) and the codes and ordinances of the City.

2. **ANNEXATION.** (a) Aramark shall file with the City Clerk a Petition for Annexation of the Subject Property to the City conditioned upon the terms and provisions of this Agreement, which Petition will be prepared, executed and filed in accordance with the Illinois Municipal Code {65 ILCS 5/7-1-1 et seq.) and the requirements of the City.

(b) The City hereby agrees to annex the Development Parcel to the corporate limits of the City in accordance with the applicable provisions of the Illinois Municipal Code (65 ILCS 5/7-1-1 et seq.) and the terms and conditions hereof.

3. ZONING. The City agrees to zone the Development Parcel "M1", in accordance with the provisions of the City's Zoning Ordinance (Ordinance No. 3512, as amended) currently in effect.

4. WATER SUPPLY AND SERVICE. (a) After annexation and securing all necessary permits from the Illinois Environmental Protection Agency, Aramark shall be permitted to connect to existing City water mains as described by the City's Director of Engineering and Infrastructure.

(b) Aramark shall use and exercise all reasonable means and facilities to install water transmission lines (the Water Lines) within the Development Parcel sufficient to carry an adequate supply of water to service the Development Parcel. Said lines shall be constructed in accordance with City standards and all applicable City codes and ordinances.

5. SEWERS, DRAINAGE AND TREATMENT FACILITIES. (a) Aramark shall be responsible for securing all necessary permits from the Illinois Environmental Protection Agency and the Decatur Sanitary District to connect to the existing sanitary sewer owned by said District.

(b) Aramark shall use and exercise all reasonable means and facilities to install sanitary sewer lines within the Development Parcel sufficient to serve the Development. Said lines shall be constructed according to plans approved by the City's Director of Engineering and Infrastructure.

(c) Aramark shall cause the Development Parcel to be annexed to the Decatur Sanitary District prior to making any sewer connections and shall pay any necessary annexation fees.

6. CONTRACTORS. Aramark shall employ experienced contractors for construction of all subdivision improvements.

7. MISCELLANEOUS. (a) Where this Agreement is silent, City ordinances shall apply and control. It is further understood and agreed by the parties that this Agreement shall be read in pari materia with the City's Subdivision Ordinance and Zoning Ordinance, and other applicable regulations.

(b) This Agreement shall bind their heirs, successors, and assigns of the City and Aramark. This Agreement shall inure to the benefit of the parties hereto, their successors and assigns, provided that Aramark shall have no right to assign this Agreement except in connection with conveyances of all or any portion of this Subject Property.

(c) Nothing herein shall in any way prevent the alienation, encumbrance or sale

of the Subject Property or any portion thereof and the new owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.

(i) Within thirty (30) days after the execution hereof, the text of this Agreement (or a suitable memorandum thereof) shall be recorded at the sole cost and expense of Aramark in the Office of the Recorder of Macon County, Illinois; and a certified copy of the Ordinance adopting this Agreement shall be filed with the Macon County Clerk.

(ii) It is further agreed that any party to this Agreement, either in law or in equity, by suit, action, mandamus, or other proceeding may enforce or compel the performance of this Agreement, or have such other relief for the breach thereof as may be authorized by law or which by law or in equity is available to them.

(e) It is understood by the parties hereto that time is of the essence. It is further understood that upon the occurrence of a default of any of the provisions of this Agreement, which default continues for twenty (20) days after a notice specifying such default is given to the defaulting party, mandamus, or other proceeding, including specific performance, to enforce or compel the performance of this Agreement by such defaulting party may be brought or filed by the other party.

(f) In the event any portion of this Agreement or part thereof shall be deemed invalid, such invalidity of said provision or part thereof shall not affect the validity of any other provision hereof.

(g) Unless stated otherwise elsewhere herein, any notice required or permitted under this Agreement shall be in writing and shall be deemed given on the date of mailing when mailed by registered or certified mail.

If to Aramark: David Michaelson
Aramark Distribution Services, Inc.
115 North First Street
Burbank, CA 91502

If to the City: Tim Gleason
City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62523

(h) The Amendment of any existing Ordinance of the City, following the effective date of this Agreement, shall be ineffective against the Development Parcel if in conflict with the provisions hereof.

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

CITY OF DECATUR, a Municipal
Corporation in the County of Macon,
State of Illinois

By: _____
City of Decatur Mayor

ATTEST:

City of Decatur City Clerk

OWNER: Aramark Distribution Services, Inc.

David Michaelson, Vice President

Exhibit A – Legal Description

Exhibit A

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED

Parcel No.: 18-08-30-400-004

The West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty (30), Township Seventeen (17) North, Range Three (3) East of the Third Principal Meridian except that part conveyed and dedicated to Macon County, Illinois for highway purposes as described in the Dedication of Right of Way dated March 2, 1999, and recorded as Document No. 1508075 in Book 2870, page 275 of the Records in the Recorder's Office of Macon County, Illinois. Parcel No.: 18-08-30-400-004

Public Works

DATE: 8/11/2016

MEMO: 2016-53

TO: Honorable Mayor Moore Wolfe and City Council

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

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with R. W. Duntelman Co. for the 2016 Local Motor Fuel Tax Street Improvement Project (Asphalt), City Project 2016-25

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum No. 2016-53 and other related attachments.

COPY: R. W. Duntelman Co.

ATTACHMENTS:

Description	Type
Council Memorandum 2016-53	Cover Memo
Resolution Contract Award	Resolution Letter
Contract Pages CP 2016-25	Backup Material
Bid Tab CP 2016-25 (Asphalt)	Backup Material
Location Map CP 2016-25 (Asphalt)	Backup Material

**Public Works Memorandum
NO. 2016-53**

DATE: August 11, 2016

TO: Honorable Mayor Moore Wolfe and City Council

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

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with R.W. Dunteman Co. for the 2016 Local Motor Fuel Tax Street Improvement Project (Asphalt), City Project 2016-25

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the resolution awarding the contract for the 2016 Local Motor Fuel Tax Street Improvement Project, (Asphalt), City Project 2016-25, to R.W. Dunteman Co., as the lowest, responsible bidder in the amount of \$978,114.60 and that the Mayor be authorized to execute the contract and the City Clerk to attest.

PRIOR COUNCIL ACTION:

February 16, 2016 – Council approved adding Chapter 51.4 of the City Code establishing a Local Motor Fuel Tax to be used to generate revenue for the construction and maintenance of municipal streets and extensions, sidewalk repairs and maintenance, curbing, grade separations and approaches and engineering services related to those items.

June 20, 2016 – Council approved resolution R2016-78 authorizing the City Manager to enter into a debt instrument to finance local street resurfacing and reconstruction in an amount not to exceed \$7,500,000. The plan was to spend around \$1,500,000 in 2016.

BACKGROUND:

Streets Inspected Annually

The Engineering Division inspects and rates approximately 1/2 of the City's streets on a yearly basis. The results of these inspections are input into a computer database which is used to project the future condition of the streets based on their current and historical condition, and surface type (i.e. brick, concrete, asphalt, etc.). This data is then paired with available funding and is used as a basis to aid City Engineering in the preparation of the City's yearly street improvement program. Staff then determines what type of improvement would be appropriate for each street.

Project Description

The 2016 asphalt project will perform street reconstructions on streets that have deteriorated over time due to age, freeze-thaw cycles, and traffic loads. The reconstructions will involve removing failed sections of pavement, and adding cement to the underlying soil to stiffen and strengthen the

road base. Asphalt milling and overlay work will occur along streets that have surface distresses where replacing the surface will help prevent more costly repairs in the future. There are also several concrete streets which will be overlaid with a layer of asphalt in an attempt to seal these old concrete roads and to create a smoother riding surface. In total, 5.02 lane miles of the City's 825 total lane miles will be rehabilitated as part of this project.

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

Street	Begin	End	Surface Treatment	Length (feet)	Length (Lane Miles)
Cleveland Ave.	MLK Jr. Dr.	Webster St.	Soil Cement Recon	476	0.18
Excelsior St.	North Fork Rd.	IL Route 105	Soil Cement Recon	1366	0.51
Baywood Dr.	Point Bluff Dr.	South Shores Dr.	Mill & Overlay	726	0.27
Edward St.	Grand Ave.	Garfield Ave	Mill & Overlay	2575	0.98
Benton Dr.	Mound Rd.	Ratchford Ln	Mill & Overlay	485	0.18
Forest Ave.	Westlawn Ave.	Dennis Ave.	Mill & Overlay	1600	0.61
Cerro Gordo St.	Oakland Ave.	Dunham St.	Concrete Overlay	639	0.24
Leafland Ave.	Church St.	Water St.	Concrete Overlay	665	0.25
Olive St.	Dead End	Monroe St.	Concrete Overlay	1212	0.46
Huron St.	Grand Ave.	Center St.	Concrete Overlay	700	0.27
Waggoner St.	Dead End	Huron St.	Concrete Overlay	843	0.32
Harison Ave.	Oak Crest Ct.	Summit Ave.	Concrete Overlay	618	0.23
Oakcrest Ct.	Harrison Ave.	Cul-de-sac	Concrete Overlay	70	0.03
Robinson Ave.	Country Club Rd.	Melwood Ave.	Overlay w/ Shoulder Strengthen	1290	0.49
			Total Length	13,265	5.02

Concrete areas needing work on these streets, consisting of curb ramps, curb and gutter, and catch basin work, will be performed under the 2016 Local Motor Fuel Tax Street Improvement Project (Concrete), City Project 2016-26.

Website

A website has been set up to track the progress of the projects being funded by the local motor fuel tax, www.buildingdecatur.com. It will contain project updates along with photos and videos.

Letting Results

The project scope and specifications were prepared by the Engineering Division. The project was advertised on June 29, 2016, and bids were opened on July 20, 2016. The results of the letting are as follows (bid tabulation attached):

<u>Bidder</u>	<u>Base Bid Price</u>	<u>Alternate Bid Price</u>	<u>Total Bid Price</u>	<u>Compared to Engineer's Est. Over (Under)</u>
R.W. Dunteman	\$896,317.96	\$81,796.64	\$978,114.60	(6.17%)
Engineer's Estimate	\$958,150.49	\$84,254.18	\$1,042,404.67	-----

Two contractors took out bid packages for the Local MFT Street Improvement Asphalt Project, and two submitted bids. One of the bids was non-responsive. R.W. Dunteman provided the lowest responsible bid at 6.17% below the engineer's estimate. A major reason the bid came in low was that asphalt related items came in at a lower price compared to last year, and the City relies on previous year prices and market trends to estimate costs. The alternate bid price is for all work associated with Forest Avenue in case the bid prices came in high. Since all of the bid prices came in lower than expected, Forest Avenue will be a part of this project and the total bid price will be awarded as part of this contract. R.W. Dunteman has not done work for the City in the past but they have completed asphalt projects satisfactorily with the State of Illinois, City of Wheaton, Illinois, Village of Glen Ellyn, Illinois, and other Chicago area towns. In Central Illinois they have completed projects for the Illinois Department of Transportation.

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

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

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

Dunteman meets the minority business goals and proposes utilizing 10.2% minority subcontractors.

SCHEDULE:

Following approval of the contract by the City Council work on this project shall begin after a "Notice to Proceed" has been issued from the City. The Asphalt Street Improvement project is scheduled to be complete by October 28, 2016. A final project report will be prepared for Council at the conclusion of the project.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for a majority of this project is allocated in the Local Motor Fuel Tax Fund. Water valve box replacements will be funded by the Water Department out of the Water Main Replacement Fund (\$14,625). Sanitary sewer manhole replacements will be funded from the Sewer Fund (\$27,450). It is proposed that a total project expenditure of \$978,114.60 be authorized which includes \$936,039.60 of Local Motor Fuel Tax money and the amounts from the other funds listed. This amount represents the low bid amount of \$978,114.60.

Staff Impact: Staff time has been allocated for this project in the Capital Improvement Plan.

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

INPUT FROM OTHER SOURCES: None

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

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

Attach: 3

cc: R W Duntelman Company

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A CONTRACT WITH R.W. DUNTEMAN COMPANY
FOR LOCAL MOTOR FUEL TAX STREET IMPROVEMENTS (ASPHALT)
CITY PROJECT 2016-25**

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

Section 1. That the tabulation of bids received for City Project 2016-25, Local Motor Fuel Tax Street Improvements (Asphalt) project be, and they are hereby, received and placed on file.

Section 2. That the bid of R.W. Duntelman Company be accepted and a contract awarded accordingly and that said contract between R.W. Duntelman Company and the City of Decatur is for a total amount of \$978,114.60 in Local Motor Fuel Tax funds.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and R.W. Duntelman Company, for said plan, in the amount of \$978,114.60 in Local Motor Fuel Tax funds.

PRESENTED and ADOPTED this 15th day of August, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

CONTRACT

THIS CONTRACT, made and entered into this 15th day of August, 2016, by and between the City of Decatur, Illinois, hereinafter called "Owner", and R. W. Dunteman Company, hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"2016 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT (ASPHALT), CITY PROJECT 2016-25"**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. The Completion Date for this project is October 28, 2016.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Addenda No.1, Dated July 7, 2016
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Performance Bond

General Conditions
Special Conditions
Standard Specifications
Project Drawings
Special Provisions
Supplemental Specifications
Appendix(s)

CONTRACT

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

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

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

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

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

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

R. W. Dunteman Company

SECRETARY (Corporate Seal)

By _____
PRESIDENT

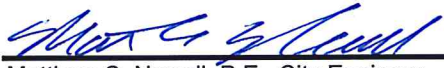
Project Name: Local Motor Fuel Tax Street Improvement Project, Asphalt Project Number: 2016-25 Bid Date: Wed. 07/20/2016 Time: 10:00 A.M. Fund: Local MFT, Storm Sewer, San. Sewer, Water Non Lake Capital Organization Code: 42484206, 78487906, 79487906, 81808118 Object Code: 489070, 489040, 489030, 488800	Engineer's Estimate City Engineering Division	R W Dunteman Co. 600 S Lombard Road Addison, IL 60101 Ph. 630-953-1500 Roland W. Dunteman, Pres rdunteman@rwdco.com
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Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total
30103000	SHAPING AND GRADING ROADWAY	4,493.56	SQ YD	\$7.50	\$33,701.70	\$2.85	\$12,806.65
30103005	PULVERIZE, SHAPE AND COMPACT	4,493.56	SQ YD	\$6.50	\$29,208.14	\$2.99	\$13,435.74
35200300	PROCESSING SOIL-CEMENT BASE COURSE, 8 INCH	4,493.56	SQ YD	\$11.00	\$49,429.16	\$6.52	\$29,298.01
35200500	CEMENT	3,235.00	100 WT	\$8.50	\$27,497.50	\$7.00	\$22,645.00
35200600	EARTH EXCAVATION	202.50	CU YD	\$45.00	\$9,112.50	\$49.65	\$10,054.13
40600290	BITUMINOUS MATERIAL (TACK COAT)	60,082.19	POUND	\$0.25	\$15,020.55	\$0.10	\$6,008.22
40600400	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	13.00	TON	\$210.00	\$2,730.00	\$293.49	\$3,815.37
40600625	LEVELING BINDER (MACHINE METHOD), N50	737.58	TON	\$103.00	\$75,970.74	\$112.66	\$83,095.76
40600982	HOT MIX ASPHALT-BUTT JOINT	106.63	SQ YD	\$25.00	\$2,665.75	\$43.91	\$4,682.12
40600985	PCC SURFACE REMOVAL-BUTT JOINT	75.00	SQ YD	\$5.00	\$375.00	\$47.87	\$3,590.25
40603080	HOT MIX ASPHALT BINDER COURSE, IL-19, N50	503.28	TON	\$135.00	\$67,942.80	\$122.03	\$61,415.26
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX "C", N50	2,969.52	TON	\$107.00	\$317,738.64	\$108.05	\$320,856.64
44000155	HOT MIX ASPHALT SURFACE REMOVAL, 1-1/2 INCH	7,738.89	SQ YD	\$3.90	\$30,181.67	\$4.24	\$32,812.89
44000157	HOT MIX ASPHALT SURFACE REMOVAL, 2 INCH	3,044.67	SQ YD	\$4.50	\$13,701.02	\$5.61	\$17,080.60
44000165	HOT MIX ASPHALT SURFACE REMOVAL, 3 INCH	4,493.56	SQ YD	\$6.80	\$30,556.21	\$7.46	\$33,521.96
44004250	PAVED SHOULDER REMOVAL (5 INCH)	1,720.00	SQ YD	\$15.00	\$25,800.00	\$8.53	\$14,671.60
44201709	CLASS D PATCHES, TYPE III, 5 INCH	51.40	SQ YD	\$100.00	\$5,140.00	\$97.73	\$5,023.32
44201711	CLASS D PATCHES, TYPE IV, 5 INCH	110.80	SQ YD	\$100.00	\$11,080.00	\$91.50	\$10,138.20
44212900	PAVEMENT PATCHING (PARTIAL DEPTH)	126.40	SQ YD	\$75.00	\$9,480.00	\$55.84	\$7,058.18
48202300	BITUMINOUS SHOULDER SUPERPAVE, 5 INCH	1,720.00	SQ YD	\$30.00	\$51,600.00	\$32.00	\$55,040.00
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	17.00	EACH	\$1,650.00	\$28,050.00	\$1,525.00	\$25,925.00
60266600	VALVE BOXES TO BE ADJUSTED	5.00	EACH	\$230.00	\$1,150.00	\$175.00	\$875.00
60300350	MANHOLE FRAMES TO BE ADJUSTED	1.00	EACH	\$578.00	\$578.00	\$225.00	\$225.00
60300410	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES	13.00	EACH	\$1,730.00	\$22,490.00	\$1,125.00	\$14,625.00
78000100	THERMOPLASTIC PAVEMENT MARKING LETTERS/SYMBOLS	122.40	SQ FT	\$6.80	\$832.32	\$8.00	\$979.20
78000200	THERMOPLASTIC PAVEMENT MARKING, 4 INCH	5,312.00	FOOT	\$1.40	\$7,436.80	\$1.50	\$7,968.00
78000400	THERMOPLASTIC PAVEMENT MARKING , 6 INCH	920.00	FOOT	\$1.60	\$1,472.00	\$2.50	\$2,300.00
78000600	THERMOPLASTIC PAVEMENT MARKING, 12 INCH	230.00	FOOT	\$3.20	\$736.00	\$7.50	\$1,725.00
78000650	THERMOPLASTIC PAVEMENT MARKING, 24 INCH	155.00	FOOT	\$6.20	\$961.00	\$25.00	\$3,875.00
88600100	DETECTOR LOOP, TYPE 1	102.00	FOOT	\$25.00	\$2,550.00	\$26.19	\$2,671.38
Z0000124	SOIL CEMENT MIX DESIGN AND FIELD TESTING	1.00	L SUM	\$4,500.00	\$4,500.00	\$4,700.00	\$4,700.00
Z0000125	FINAL PROJECT REPORT	1.00	L SUM	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
Z0048400	RAILROAD PROTECTIVE LIABILITY INSURANCE	1.00	L SUM	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00
X3510140	AGGREGATE BASE COURSE, SPECIAL	332.10	TON	\$30.00	\$9,963.00	\$46.37	\$15,399.48
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, & EXTRA WORK	1.00	L SUM	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00

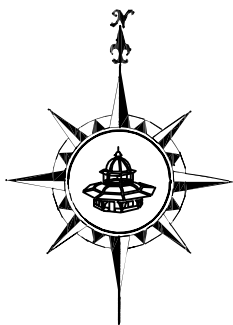
ALTERNATE BID ITEMS

40600290	BITUMINOUS MATERIAL (TACK COAT)	8,852.26	POUND	\$0.25	\$2,213.07	\$0.01	\$88.52
40600400	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	1.00	TON	\$210.00	\$210.00	\$378.07	\$378.07

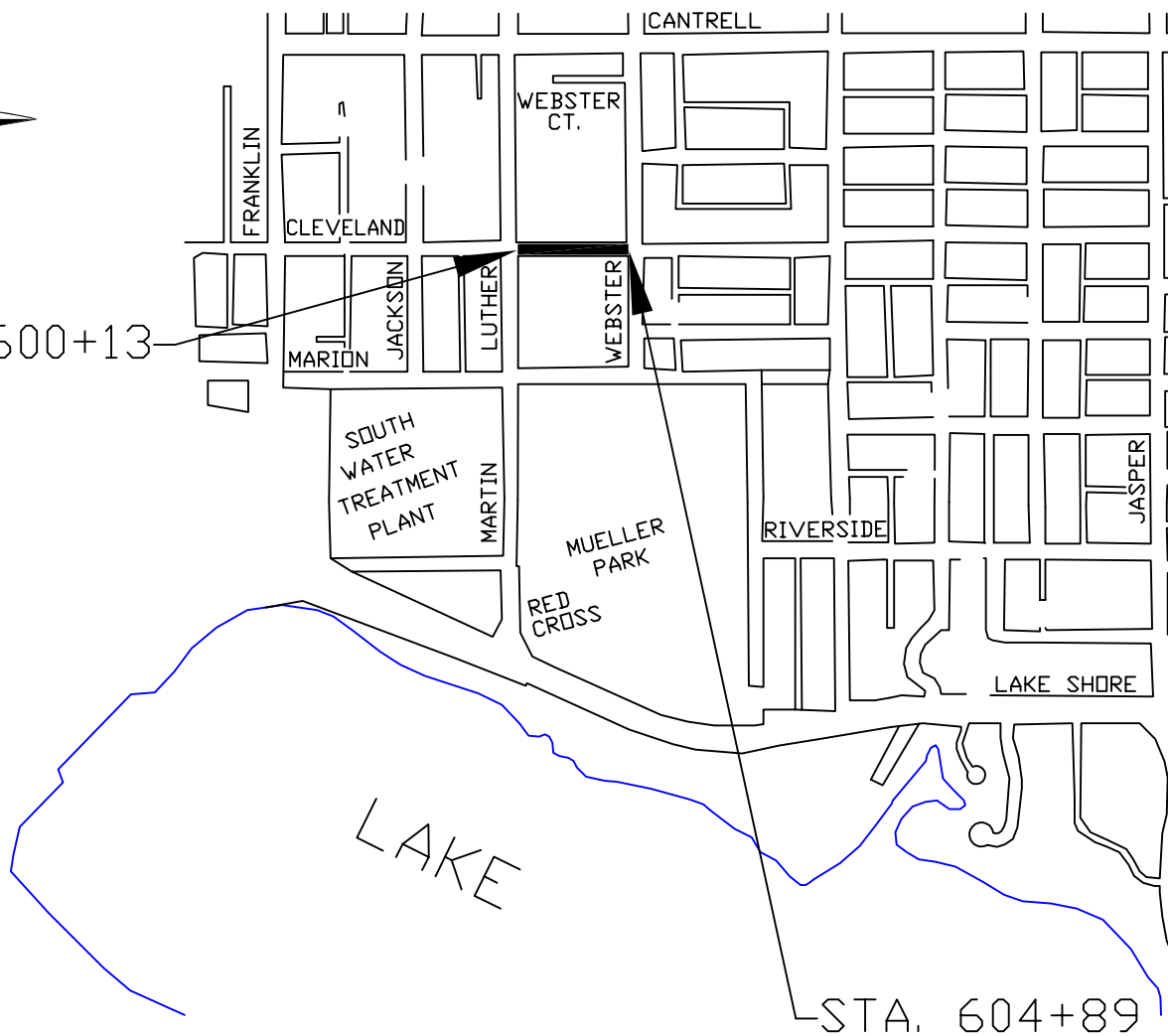
Project Name: Local Motor Fuel Tax Street Improvement Project, Asphalt Project Number: 2016-25 Bid Date: Wed. 07/20/2016 Time: 10:00 A.M. Fund: Local MFT, Storm Sewer, San. Sewer, Water Non Lake Capital Organization Code: 42484206, 78487906, 79487906, 81808118 Object Code: 489070, 489040, 489030, 488800				Engineer's Estimate City Engineering Division		R W Dunteman Co. 600 S Lombard Road Addison, IL 60101 Ph. 630-953-1500 Roland W. Dunteman, Pres rdunteman@rwdco.com	
Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total
40600982	HOT MIX ASPHALT SURFACE REMOVAL-BUTT JOINT	67.22	SQ YD	\$25.00	\$1,680.50	\$57.15	\$3,841.62
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX "C", N50	443.99	TON	\$107.00	\$47,506.93	\$99.50	\$44,177.01
44000155	HOT MIX ASPHALT SURFACE REMOVAL 1-1/2 INCH	5,285.56	SQ YD	\$3.90	\$20,613.68	\$4.68	\$24,736.42
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	1.00	EACH	\$1,650.00	\$1,650.00	\$1,525.00	\$1,525.00
60300410	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES	6.00	EACH	\$1,730.00	\$10,380.00	\$1,175.00	\$7,050.00
	TOTAL BASE BIDS (AS CORRECTED)				\$958,150.49		\$896,317.96
	Percent Over Under ENGINEER'S ESTIMATE						-6.45%
	TOTAL ALTERNATE BIDS (AS CORRECTED)				\$84,254.18		\$81,796.64
	Percent Over Under ENGINEER'S ESTIMATE						-2.92%
	TOTAL BASE BIDS + ALTERNATE BIDS (AS CORRECTED)				\$1,042,404.67		\$978,114.60
	Percent Over Under ENGINEER'S ESTIMATE						-6.17%


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

7-21-16
 Date



STA. 600+13



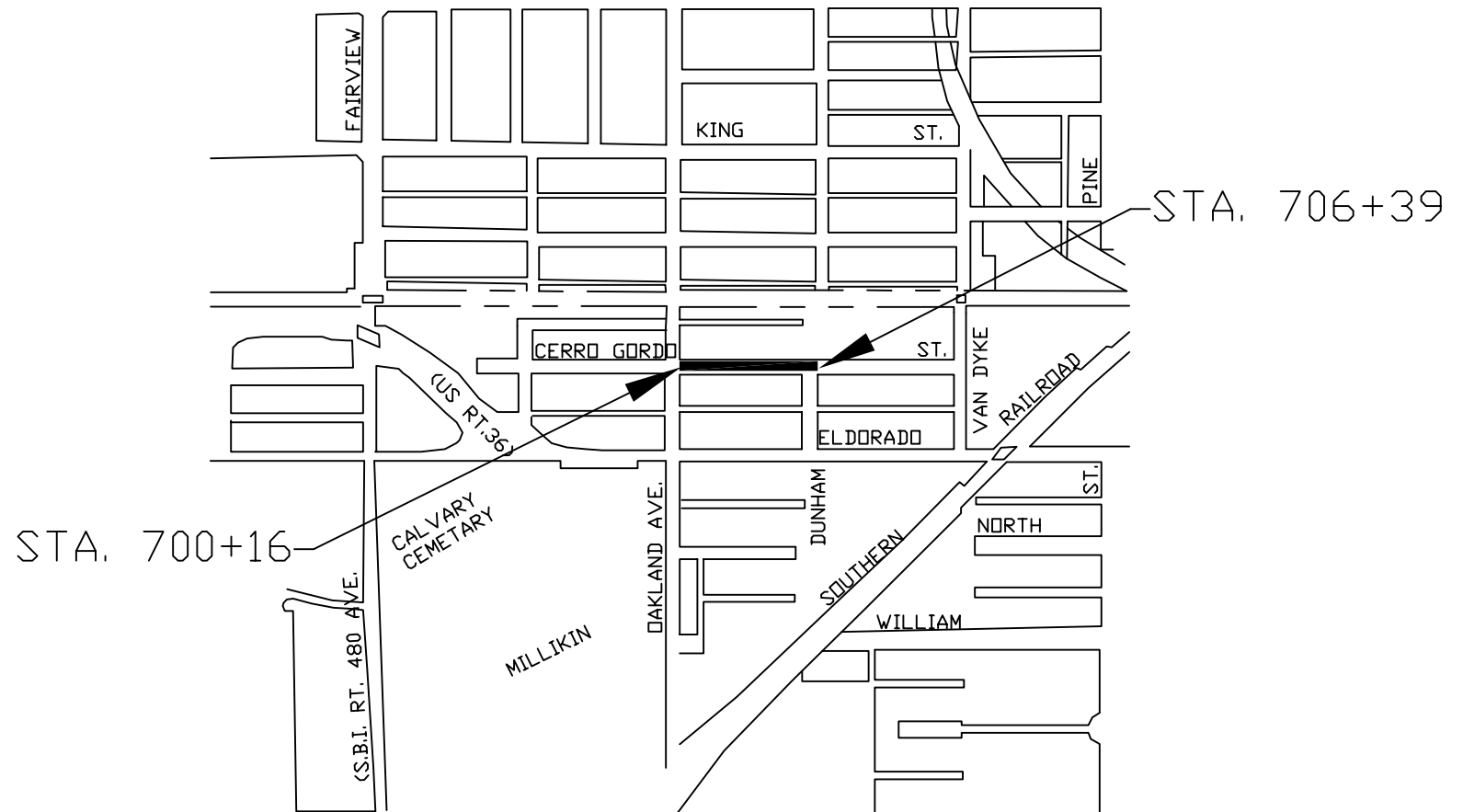
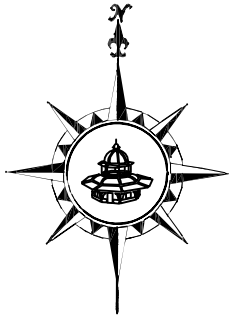
CLEVELAND AVENUE

CP 2016-25

LEGEND

— CEMENT SOIL MODIFIED BASE WITH 4" HMA

Page 112 of 159

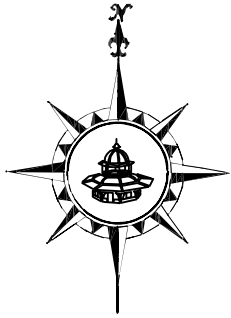


CERRO GORDO STREET

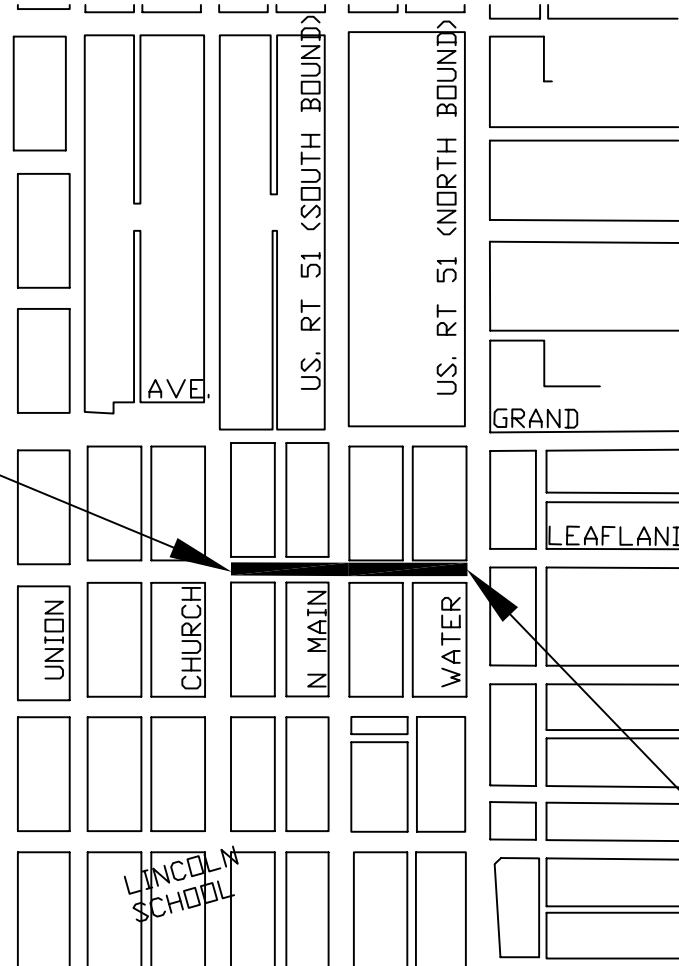
CP 2016-25

LEGEND

— 2.25" HMA OVERLAY



STA. 500+19



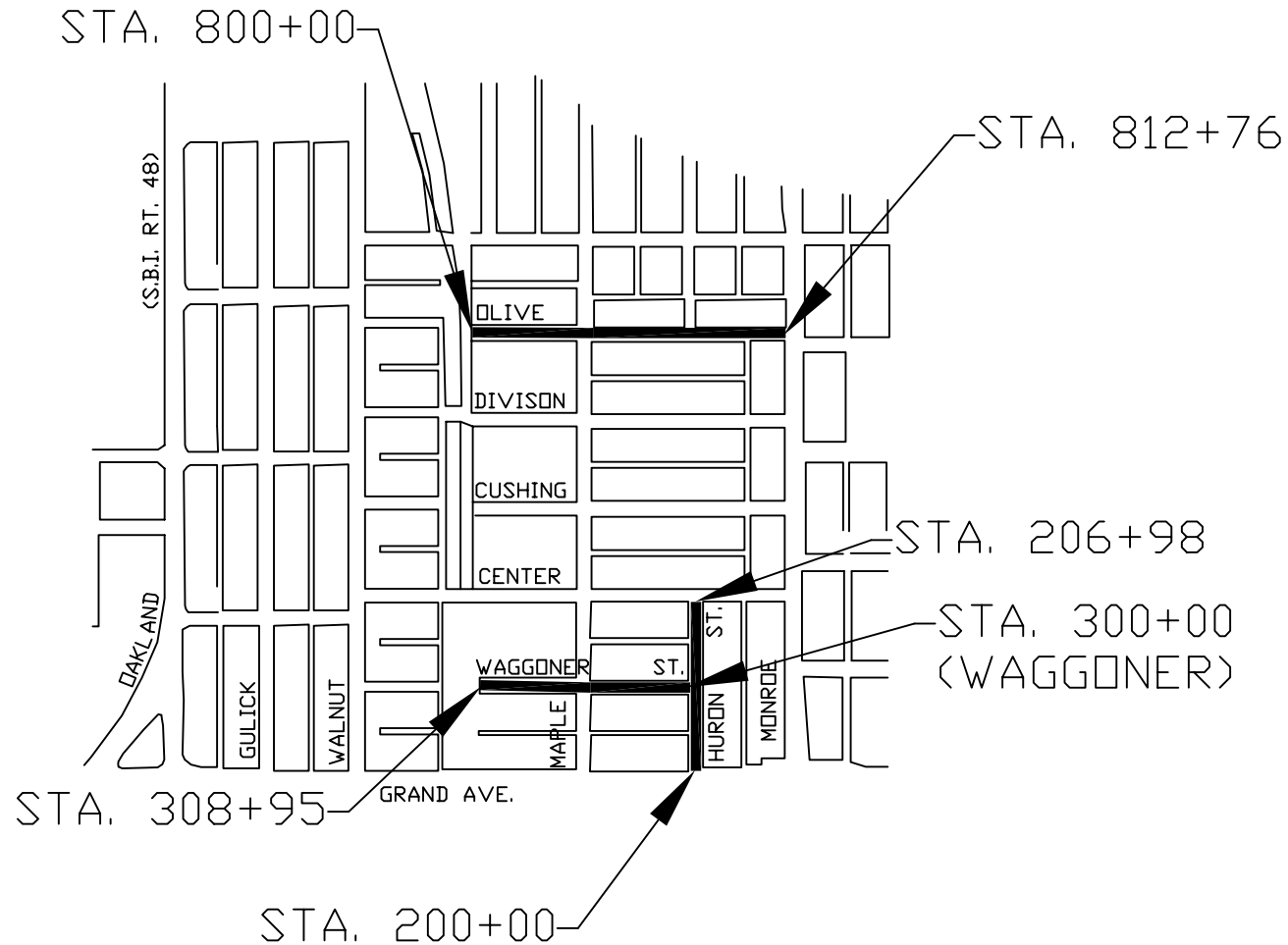
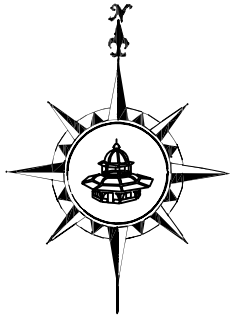
STA. 507+58

LEAFLAND AVENUE

CP 2016-25

LEGEND

— 2.25" HMA OVERLAY

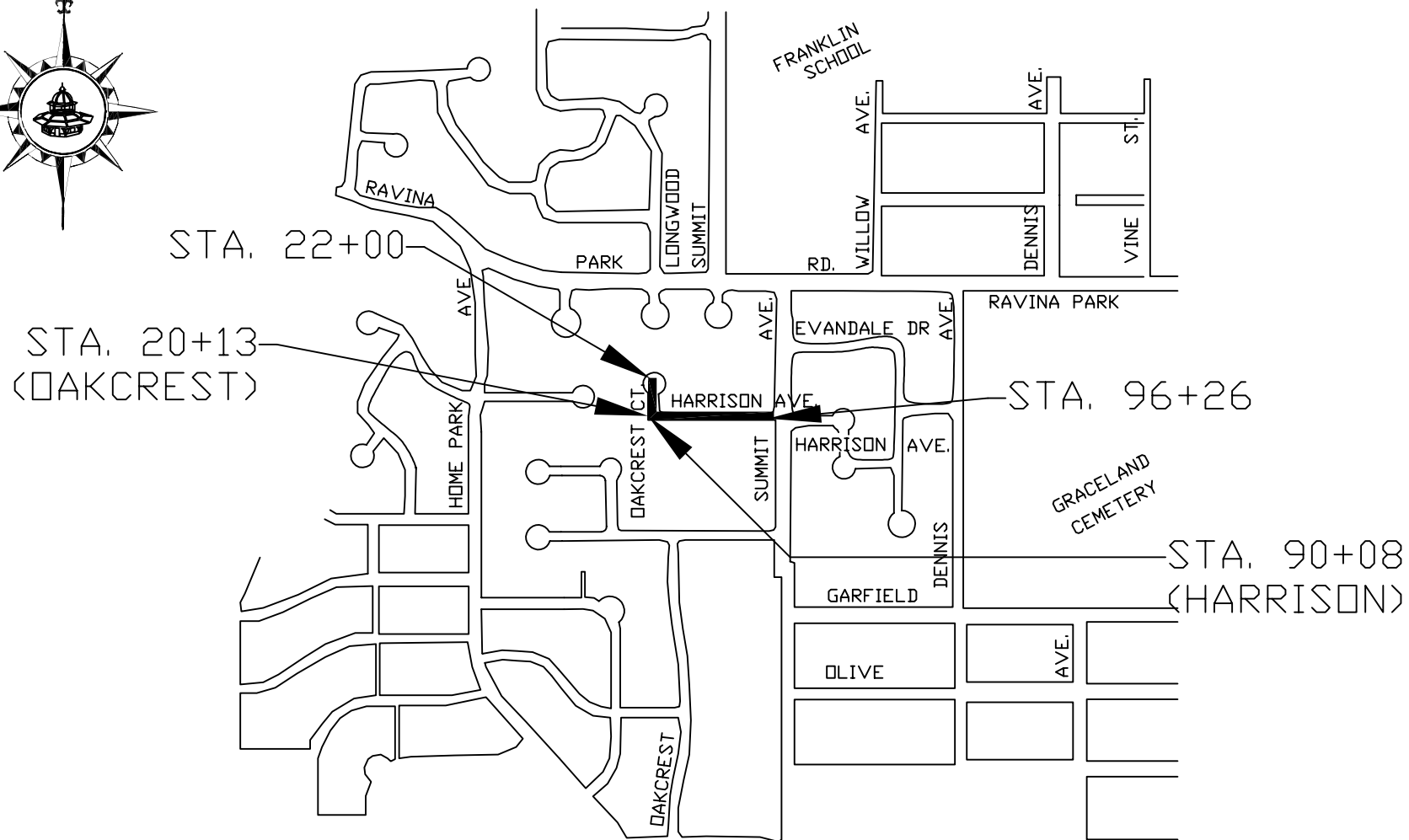
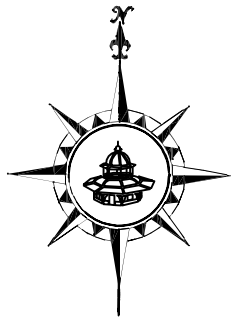


OLIVE, HURON, & WAGGONER STREET

CP 2016-25

LEGEND

— 2.25" HMA OVERLAY



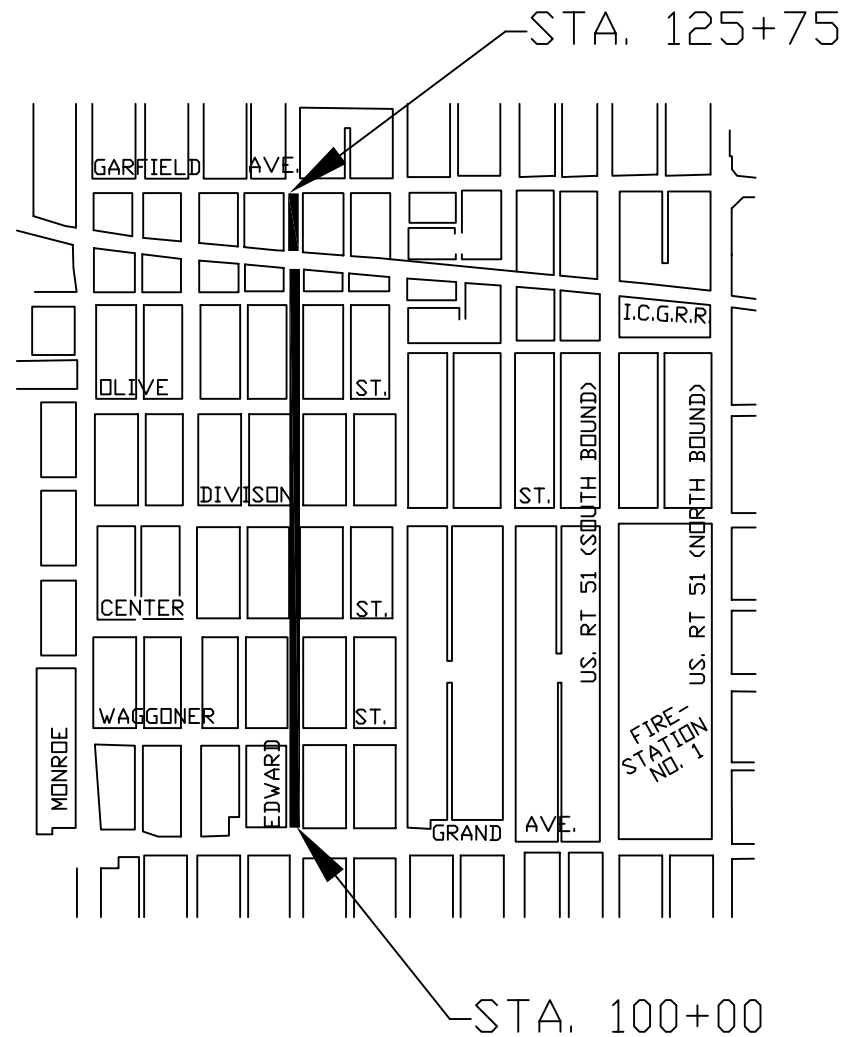
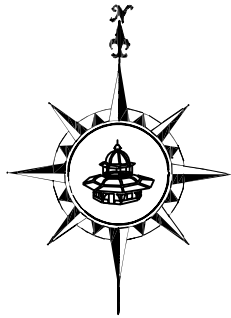
HARRISON AVENUE & OAKCREST COURT

CP 2016-25

LEGEND

-  2.25" HMA OVERLAY
-  PARTIAL DEPTH PAVEMENT PATCHING

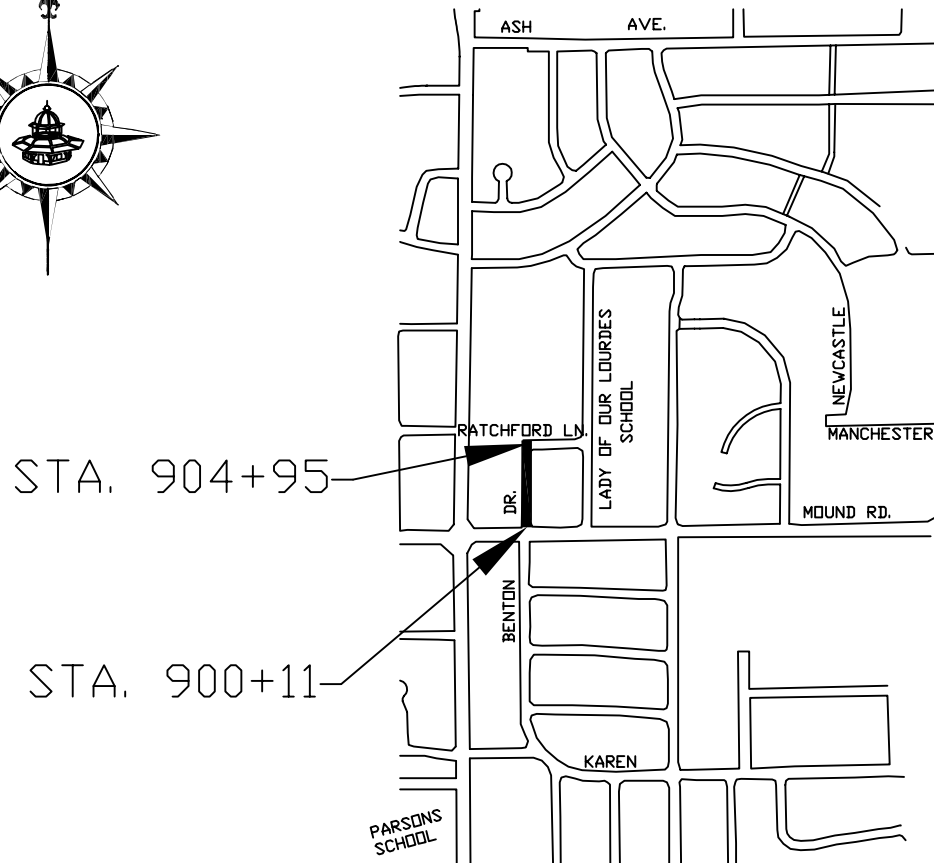
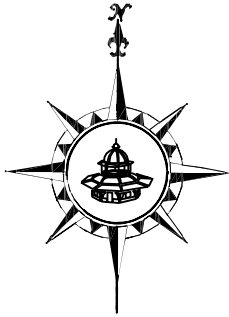
Page 116 of 159



EDWARD STREET

CP 2016-25
LEGEND

— 1.5" MILL & HMA OVERLAY

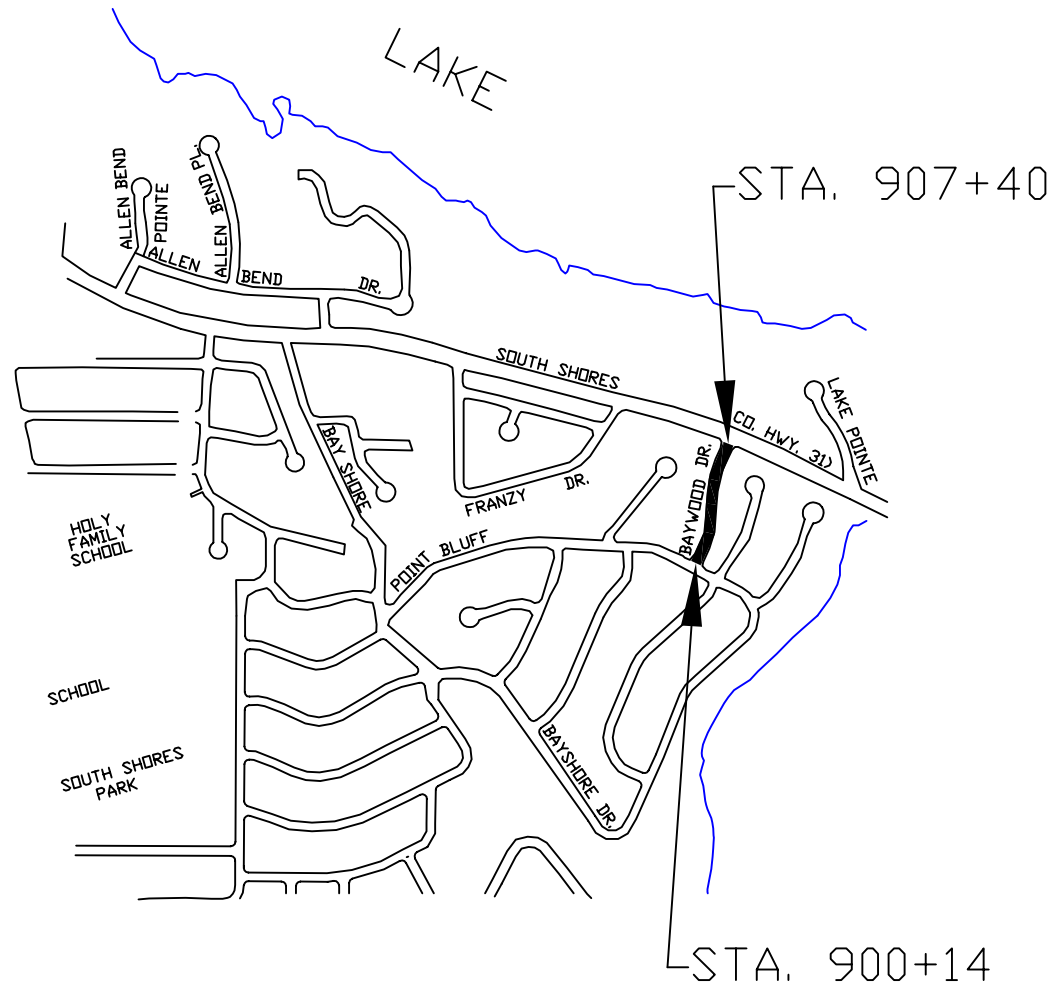
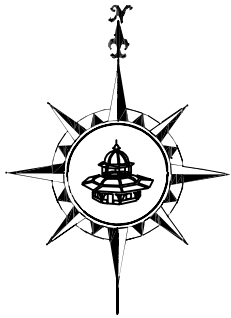


BENTON DRIVE

CP 2016-25
LEGEND

— 1.5" MILL & HMA OVERLAY

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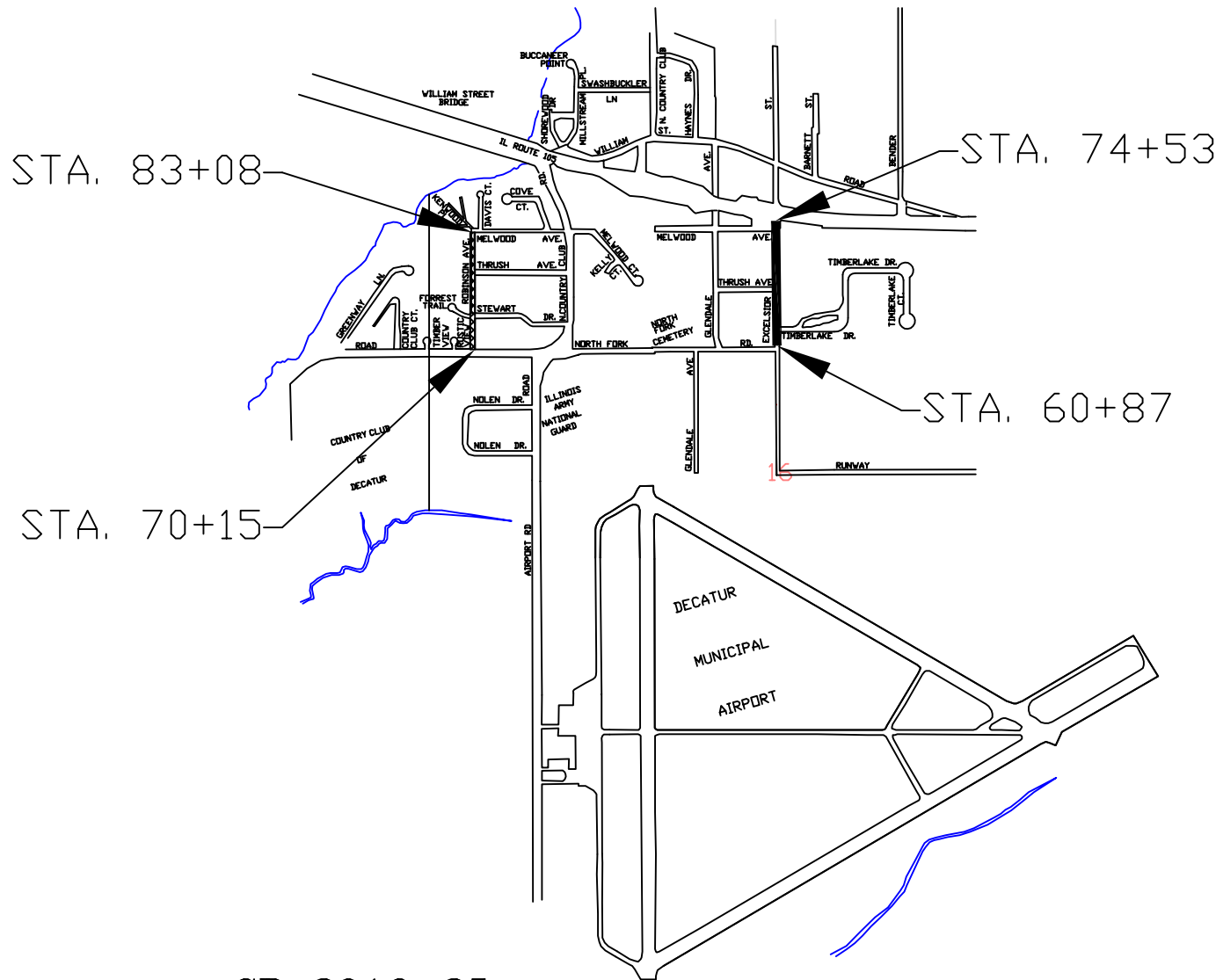
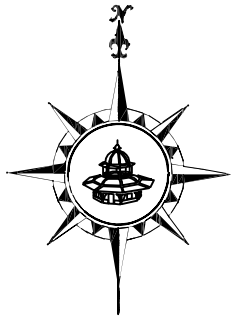
BAYWOOD DRIVE

CP 2016-25

LEGEND

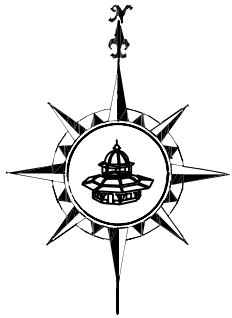
— 2" MILL & HMA OVERLAY

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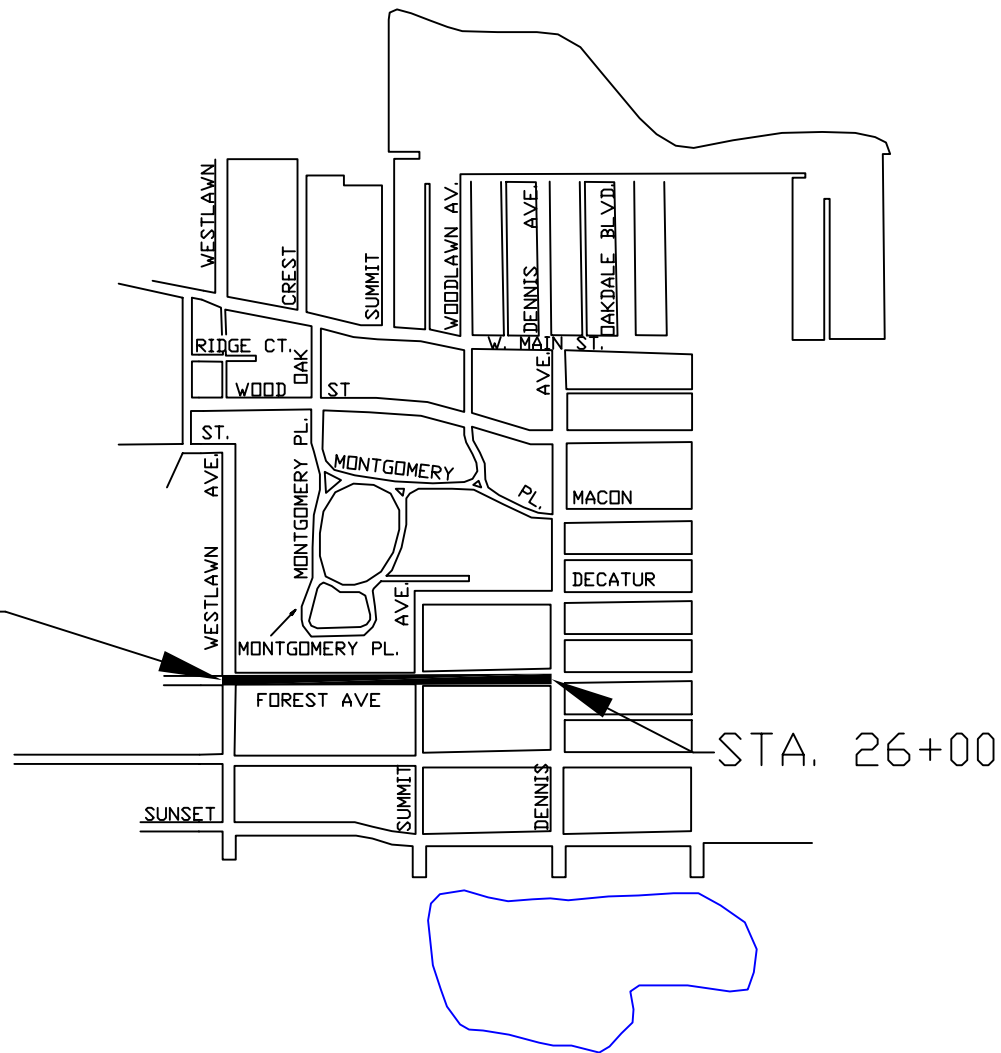


CP 2016-25
LEGEND

- CEMENT SOIL MODIFIED BASE WITH 4" HMA (EXCELSIOR)
- ▨ 1-1/2" HMA OVERLAY W/ SHOULDER STRENGTHEN (ROBINSON)



STA. 10+00



FOREST AVENUE

CP 2016-25

LEGEND

— 1.5" MILL & HMA OVERLAY

Public Works

DATE: 8/11/2016

MEMO: 2016-54

TO: Honorable Mayor Moore Wolfe and City Council

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

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Otto Baum Company, Inc. for the 2016 Local Motor Fuel Tax Street Improvement Project, (Concrete), City Project 2016-26

COPY:
Otto Baum Company, Inc.
Entler Excavating Co., Inc.

ATTACHMENTS:

Description	Type
Council Memo No. 2016-54 CP 2016-26	Cover Memo
Resolution	Resolution Letter
Contract Pages CP 2016-26	Backup Material
Bid Tab CP 2016-26 Concrete	Backup Material
Location Map CP 2016-26 Concrete	Backup Material

Public Works Memorandum
NO. 2016-54

DATE: August 11, 2016

TO: Honorable Mayor Moore Wolfe and City Council

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

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Otto Baum Company, Inc. for the 2016 Local Motor Fuel Tax Street Improvement Project (Concrete), City Project 2016-26

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the resolution awarding the contract for the 2016 Local Motor Fuel Tax Street Improvement Project (Concrete), City Project 2016-26, to Otto Baum Company, Inc., as the lowest, responsible bidder in the amount of \$385,535.15 and that the Mayor be authorized to execute the contract and the City Clerk to attest.

PRIOR COUNCIL ACTION:

February 16, 2016 – Council approved adding Chapter 51.4 of the City Code establishing a Local Motor Fuel Tax to be used to generate revenue for the construction and maintenance of municipal streets and extensions, sidewalk repairs and maintenance, curbing, grade separations and approaches and engineering services related to those items.

June 20, 2016 – Council approved resolution R2016-78 authorizing the City Manager to enter into a debt instrument to finance local street resurfacing and reconstruction in an amount not to exceed \$7,500,000. The current plan is to spend \$1,500,000 in 2016.

BACKGROUND:

Streets Inspected Annually

The Engineering Division inspects and rates approximately 1/2 of the City's streets on a yearly basis. The results of these inspections are input into a computer database which is used to project the future condition of the streets based on their current and historical condition, and surface type (i.e. brick, concrete, asphalt, etc.). This data is then paired with available funding and is used as a basis to aid City Engineering in the preparation of the City's yearly street improvement program. Staff then determines what type of improvement would be appropriate for each street.

Project Description

The 2016 concrete project will include the reconstruction of Allen Bend Point due to the failure of its base material. The soil underneath Allen Bend Point will be mixed with cement to help stiffen the soil. The rest of this project will consist of pouring pavement patches, fixing curb ramps, curb

and gutter, and catch basins along the streets that will be paved as part of the 2016 Local Motor Fuel Tax Street Improvement Project (Asphalt), City Project 2016-25. In total, 0.13 lane miles of the City's 825 total lane miles will be rehabilitated as part of this project with much of the work being done to assist the work on the Asphalt Project list.

Following are the proposed locations where concrete work will be performed, (see attached location maps):

Street	Begin	End	Type of Work	Length (feet)	Length (Lane Miles)
Cleveland Ave.	MLK Jr. Dr.	Webster St.	Curb Ramps		
Forest Ave.	Westlawn Ave.	Dennis Ave.	Curb Ramps and Catch Basins		
Cerro Gordo St.	Oakland Ave.	Dunham St.	Pavement Patches and Curb Ramps		
Leafland Ave.	Church St.	Water St.	Pavement Patches and Curb Ramps		
Olive St.	Dead End	Monroe St.	Pavement Patches and Curb Ramps		
Huron St.	Grand Ave.	Center St.	Pavement Patches and Curb Ramps		
Waggoner St.	Dead End	Huron St.	Pavement Patches, Curb Ramps, and Catch Basins		
Harison Ave.	Oak Crest Ct.	Summit Ave.	Curb Ramps		
Benton Dr.	Mound Rd.	Ratchford Ln.	Curb Ramps		
Robinson Ave.	Country Club Rd.	Melwood Ave.	New Curb		
Allen Bend Pt.	Allen Bend Dr.	Cul-de-sac	Concrete Pavement Reconstruction	351	0.13
			Total Length	351	0.13

Website

A website has been set up to track the progress of the projects being funded by the local motor fuel tax, www.buildingdecatur.com. It will contain project updates along with photos and videos.

Letting Results

The project scope and specifications were prepared by the Engineering Division. The project was advertised on June 29, 2016, and bids were opened on July 20, 2016. The results of the letting are as follows, (bid tabulation attached):

<u>Bidder</u>	<u>Base Bid Price</u>	<u>Alternate Bid Price</u>	<u>Total Bid Price</u>	<u>Compared to Engineer's Est. Over (Under)</u>
Otto Baum Co., Inc.	\$344,731.16	\$40,803.99	\$385,535.15	(14.74%)
Entler Excavating Co., Inc.	\$359,264.82	\$37,972.50	\$397,237.32	(12.16%)
Engineer's Estimate	\$394,746.60	\$57,466.00	\$452,212.60	-----

Seven contractors took out bid packages for the Concrete Street Improvement Project and four submitted bids. Two of the submitted bids were non-responsive. Otto Baum Company provided the lowest responsible bid at 14.74% below the engineer's estimate. A major reason the bid came in low was that concrete related items came in at a lower price compared to last year, and the City relies on previous year prices and market trends to estimate costs. The alternate bid price is for all work associated with Forest Avenue in case the bid prices came in high. Since all of the bid prices came in lower than expected, Forest Avenue will be a part of this project and the total bid price will be awarded as part of this contract. Otto Baum Company has completed many projects such as this for the City.

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

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

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

Otto Baum meets the minority business goals and proposes utilizing 24.8% minority subcontractors surpassing the 10% goal identified in the City Code.

SCHEDULE:

Following approval of the contract by the City Council work on this project shall begin after a "Notice to Proceed" has been issued from the City. The Concrete Street Improvement project is scheduled to be complete by October 28, 2016. A final project report will be prepared for Council at the conclusion of the project.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for a majority of this project is allocated in the Local Motor Fuel Tax Fund. Catch basin casting replacements will be funded out of the Storm Water Fund (\$28,394.50). It is proposed that a total project expenditure of \$385,535.15 be authorized which includes \$357,140.65 of Local Motor Fuel Tax money and the amounts from the other funds listed. This amount represents the low bid amount of \$385,535.15.

Staff Impact: Staff time has been allocated for this project in the Capital Improvement Plan.

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

INPUT FROM OTHER SOURCES: None

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

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

Attach: 3

cc:

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE
EXECUTION OF A CONTRACT WITH OTTO BAUM COMPANY, INC.
FOR LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT
(CONCRETE)
CITY PROJECT 2016-26**

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

Section 1. That the tabulation of bids received for City Project 2016-26, Local Motor Fuel Tax Street Improvement Project, (Concrete) be, and they are hereby, received and placed on file.

Section 2. That the bid of Otto Baum Company, Inc., be accepted and a contract awarded accordingly and that said contract between Otto Baum Company, Inc. and the City of Decatur is for a total amount of \$385,535.15 in Local Motor Fuel Tax funds.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Otto Baum Company, Inc., for said plan, in the amount of \$385,535.15 in Local Motor Fuel Tax funds.

PRESENTED and ADOPTED this 15th day of August, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

CONTRACT

THIS CONTRACT, made and entered into this 15th day of August, 2016, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Otto Baum Company, Inc., hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"2016 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT (CONCRETE), CITY PROJECT 2016-26"**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. The Completion Date for this project is October 28, 2016.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Addenda No. 1, Dated July 7, 2016
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Performance Bond

General Conditions
Special Conditions
Standard Specifications
Project Drawings
Special Provisions
Supplemental Specifications
Appendix(s)

CONTRACT

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

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

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

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

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

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

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

OTTO BAUM COMPANY, INC.

SECRETARY (Corporate Seal)

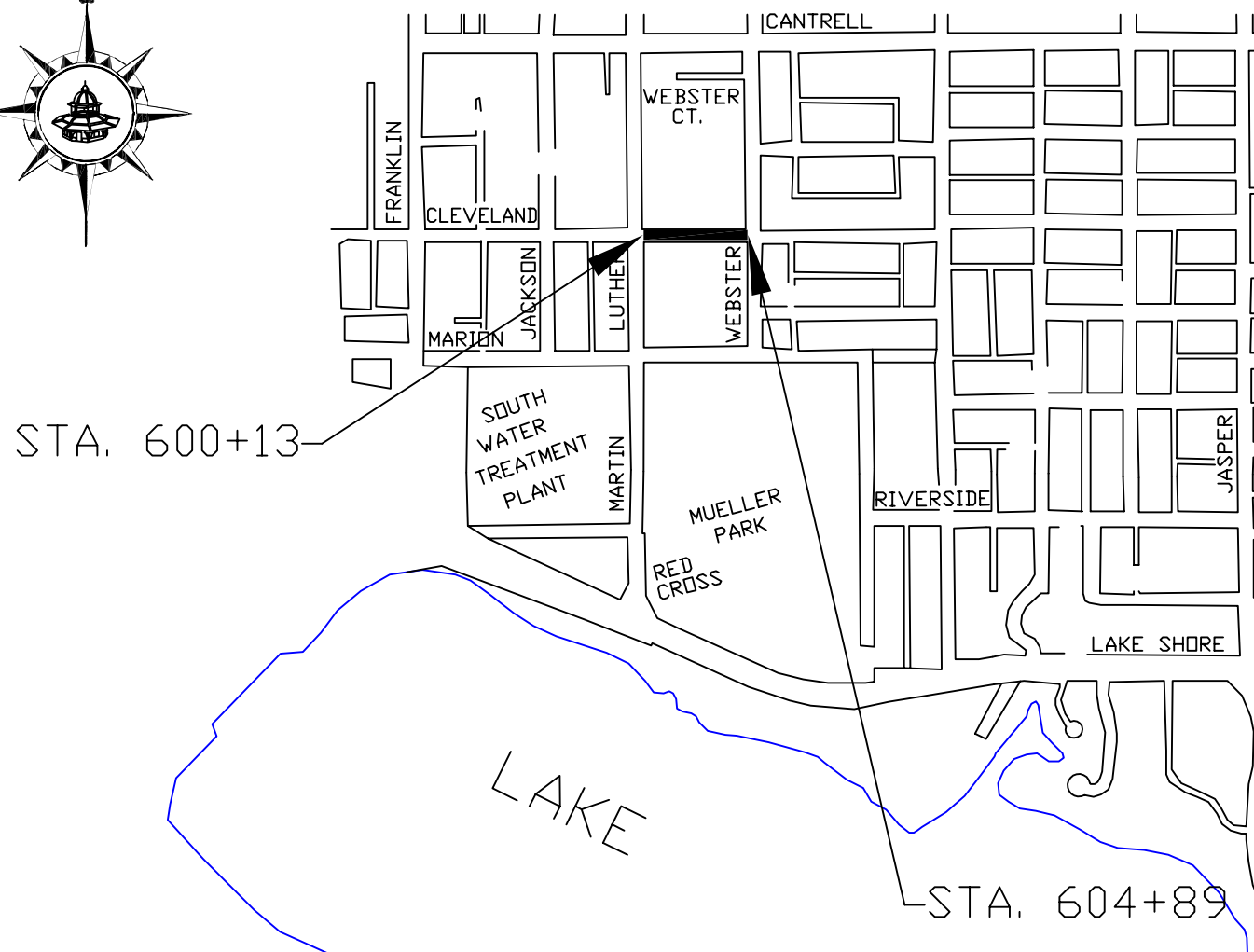
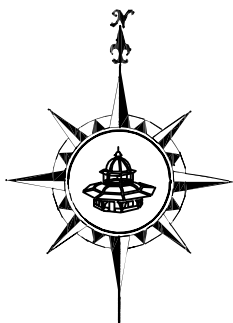
By _____
PRESIDENT

Project Name: Annual Local MFT Street Improvement Project, Concrete Project Number: 2016-26 Bid Date: Wednesday, 07/20/2016 Time: 10:00 A.M. Fund: Local MFT Fund, Storm Sewer, San Sewer, Water Non-Lake Capital Organization Code: 42484206, 78487806, 79487906, 81808118 Object Code: 489070, 489040, 489030, 488800	Engineer's Estimate City Engineering Division	Otto Baum Co., Inc. 1788 Hubbard Ave Decatur, IL 62526 Ph. 217-876-1000 Fax 217-876-1014 Terry L. Baum, Pres. Matthew D. Allen, Sec mattallen@ottobaum.com	Entler Excavating Co., Inc. 819 N Sunnyside Rd Decatur, IL 62522 Ph. 217-428-1865 Fax 217-428-1895 Stuart Entler, Pres Karen Rohman karenentlerex@gmail.com
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Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
30200350	PROCESSING MODIFIED SOIL, 8 INCH	1,300.00	SQ YD	\$11.00	\$14,300.00	\$24.25	\$31,525.00	\$6.65	\$8,645.00
35200500	CEMENT	936.00	100 WT	\$8.50	\$7,956.00	\$7.03	\$6,580.08	\$6.62	\$6,196.32
35200600	EARTH EXCAVATION	144.44	CU YD	\$45.00	\$6,499.80	\$33.77	\$4,877.74	\$25.00	\$3,611.00
40201000	AGGREGATE-TEMP ACCESS	15.00	TON	\$25.00	\$375.00	\$40.03	\$600.45	\$25.00	\$375.00
42000201	PORTLAND CEMENT CONCRETE PAVEMENT, 7 INCH (JOINTED)	1,300.00	SQ YD	\$60.00	\$78,000.00	\$46.87	\$60,931.00	\$80.00	\$104,000.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	2,550.00	SQ FT	\$12.00	\$30,600.00	\$9.70	\$24,735.00	\$9.50	\$24,225.00
42400800	DETECTABLE WARNINGS	235.00	SQ FT	\$50.00	\$11,750.00	\$32.43	\$7,621.05	\$30.00	\$7,050.00
44000100	PAVEMENT REMOVAL	1,300.00	SQ YD	\$12.00	\$15,600.00	\$16.40	\$21,320.00	\$15.00	\$19,500.00
44000600	SIDEWALK REMOVAL	2,630.00	SQ FT	\$4.20	\$11,046.00	\$3.73	\$9,809.90	\$3.75	\$9,862.50
44001700	COMBINATION CONCRETE CURB AND GUTTER REM. AND REPL.	468.00	FOOT	\$100.00	\$46,800.00	\$51.23	\$23,975.64	\$50.00	\$23,400.00
44200919	CLASS B PATCHES, TYPE II, 7 INCH	186.00	SQ YD	\$160.00	\$29,760.00	\$158.16	\$29,417.76	\$135.00	\$25,110.00
44200924	CLASS B PATCHES, TYPE III, 7 INCH	97.80	SQ YD	\$155.00	\$15,159.00	\$157.74	\$15,426.97	\$140.00	\$13,692.00
44200926	CLASS B PATCHES, TYPE IV, 7 INCH	191.80	SQ YD	\$150.00	\$28,770.00	\$154.78	\$29,686.80	\$135.00	\$25,893.00
44201297	DOWEL BARS, 1 INCH	360.00	EACH	\$31.00	\$11,160.00	\$12.10	\$4,356.00	\$16.00	\$5,760.00
44213200	SAW CUTS	2,181.00	FOOT	\$6.80	\$14,830.80	\$3.92	\$8,549.52	\$5.00	\$10,905.00
44213202	TIE BARS, 1 INCH	360.00	EACH	\$19.00	\$6,840.00	\$10.00	\$3,600.00	\$14.00	\$5,040.00
60250600	CATCH BASINS TO BE ADJUSTED WITH NEW TYPE 3 FRAME AND GRATE	8.00	EACH	\$2,000.00	\$16,000.00	\$1,771.25	\$14,170.00	\$1,775.00	\$14,200.00
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	2.00	EACH	\$1,650.00	\$3,300.00	\$1,716.75	\$3,433.50	\$1,600.00	\$3,200.00
Z0000124	SOIL CEMENT MIX DESIGN AND FIELD TESTING	1.00	LSUM	\$4,500.00	\$4,500.00	\$3,297.25	\$3,297.25	\$6,100.00	\$6,100.00
Z0000125	FINAL PROJECT REPORT	1.00	LSUM	\$1,500.00	\$1,500.00	\$817.50	\$817.50	\$2,500.00	\$2,500.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS & EXTRA WORK	1.00	LSUM	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
ALTERNATE BID ITEMS									
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	880.00	SQ FT	\$12.00	\$10,560.00	\$9.70	\$8,536.00	\$9.50	\$8,360.00
42400800	DETECTABLE WARNINGS	80.00	SQ FT	\$50.00	\$4,000.00	\$32.43	\$2,594.40	\$30.00	\$2,400.00
44000600	SIDEWALK REMOVAL	930.00	SQ FT	\$4.20	\$3,906.00	\$3.73	\$3,468.90	\$3.75	\$3,487.50
44001700	COMBINATION CONCRETE CURB AND GUTTER REM. AND REPL.	228.00	FOOT	\$100.00	\$22,800.00	\$51.23	\$11,680.44	\$50.00	\$11,400.00
56500600	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	1.00	EACH	\$700.00	\$700.00	\$163.50	\$163.50	\$500.00	\$500.00
60207105	CATCH BASINS, TYPE C, TYPE 3 FRAME AND GRATE	3.00	EACH	\$3,000.00	\$9,000.00	\$2,997.50	\$8,992.50	\$2,000.00	\$6,000.00
60250600	CATCH BASINS TO BE ADJUSTED WITH NEW TYPE 3 FRAME AND GRATE	3.00	EACH	\$2,000.00	\$6,000.00	\$1,744.00	\$5,232.00	\$1,775.00	\$5,325.00
Z0001110	GAS VALVE BOX TO BE ADJUSTED	1.00	EACH	\$500.00	\$500.00	\$136.25	\$136.25	\$500.00	\$500.00
	TOTAL BASE BID (AS CORRECTED)				\$394,746.60		\$344,731.16		\$359,264.82
	Percent Over Under ENGINEER'S ESTIMATE						-12.67%		-8.99%
	TOTAL ALTERNATE BID (AS CORRECTED)				\$57,466.00		\$40,803.99		\$37,972.50
	Percent Over Under ENGINEER'S ESTIMATE						-28.99%		-33.92%
	TOTAL BASE BID + ALTERNATE BID (AS CORRECTED)				\$452,212.60		\$385,535.15		\$397,237.32
	Percent Over Under ENGINEER'S ESTIMATE						-14.74%		-12.16%


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

7-21-16
 Date

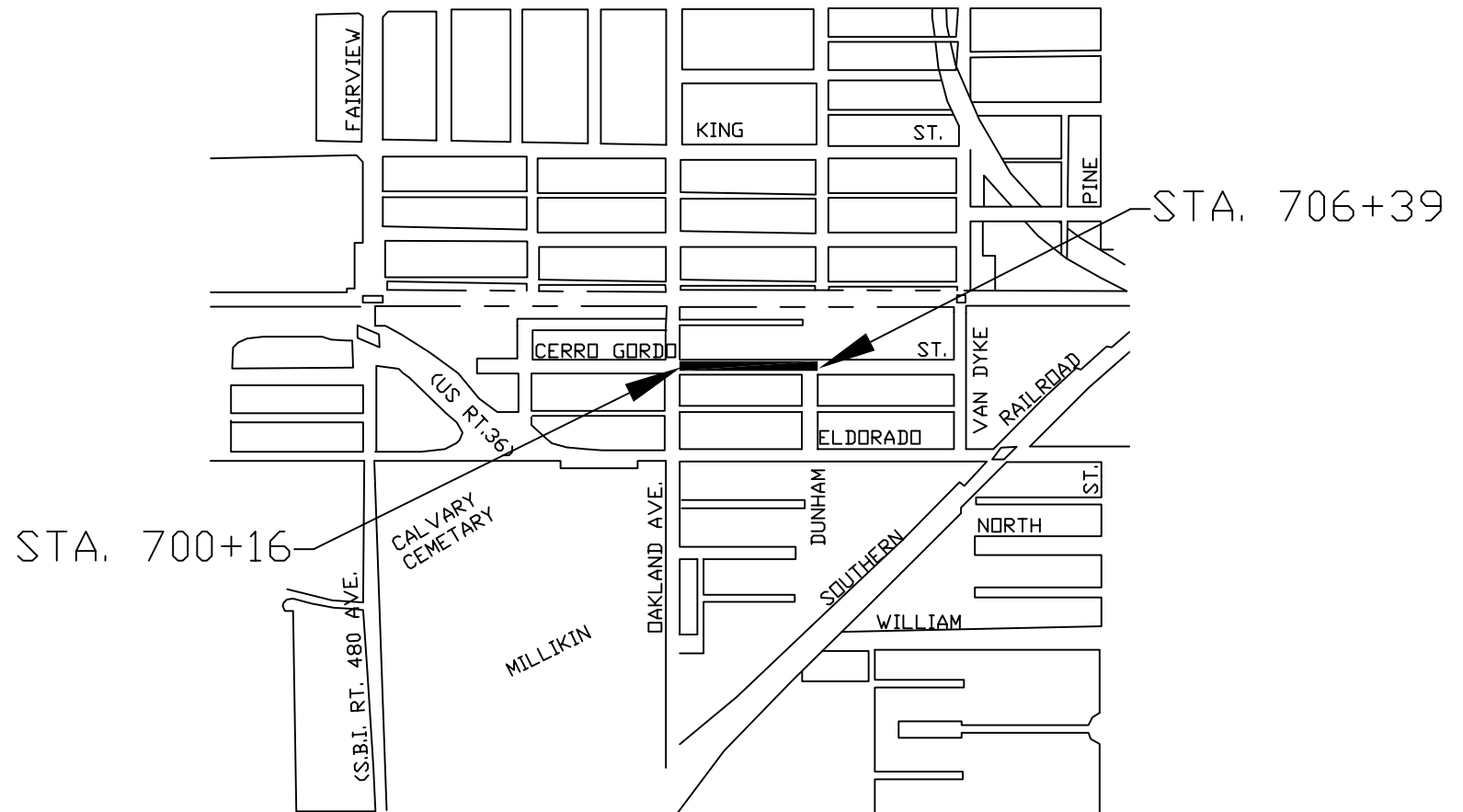
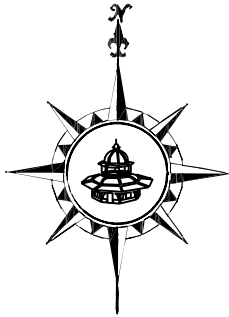


CLEVELAND AVENUE

CP 2016-26

LEGEND

— CURB RAMPS



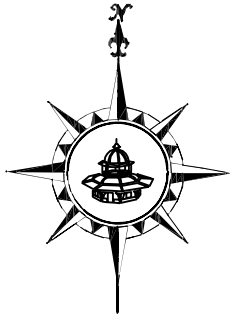
CERRO GORDO STREET

CP 2016-26

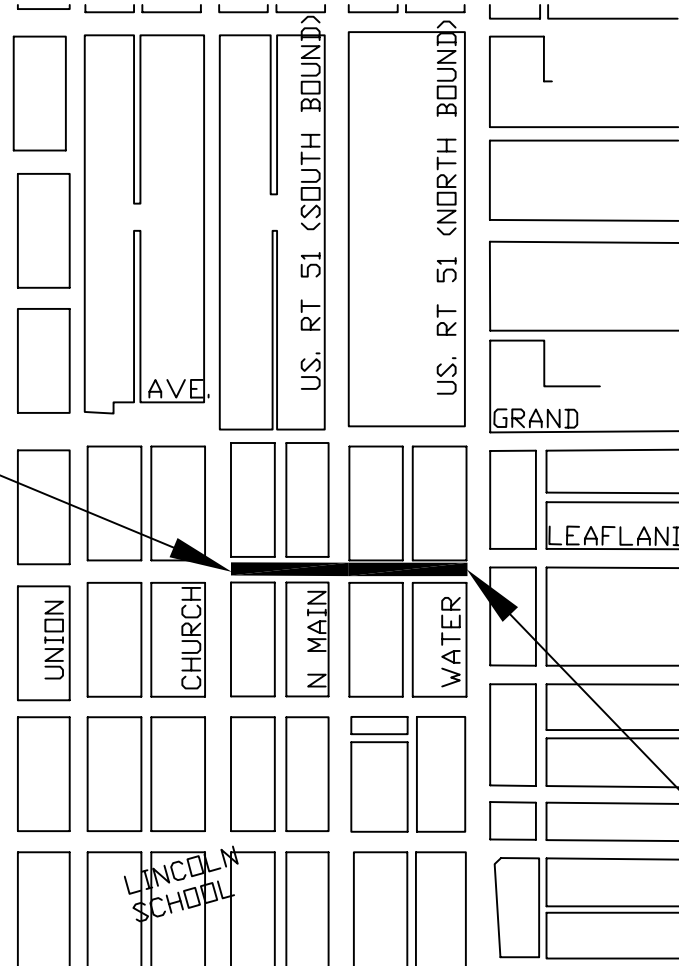
LEGEND

— CLASS B PATCHES AND CURB RAMPS

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STA. 500+19



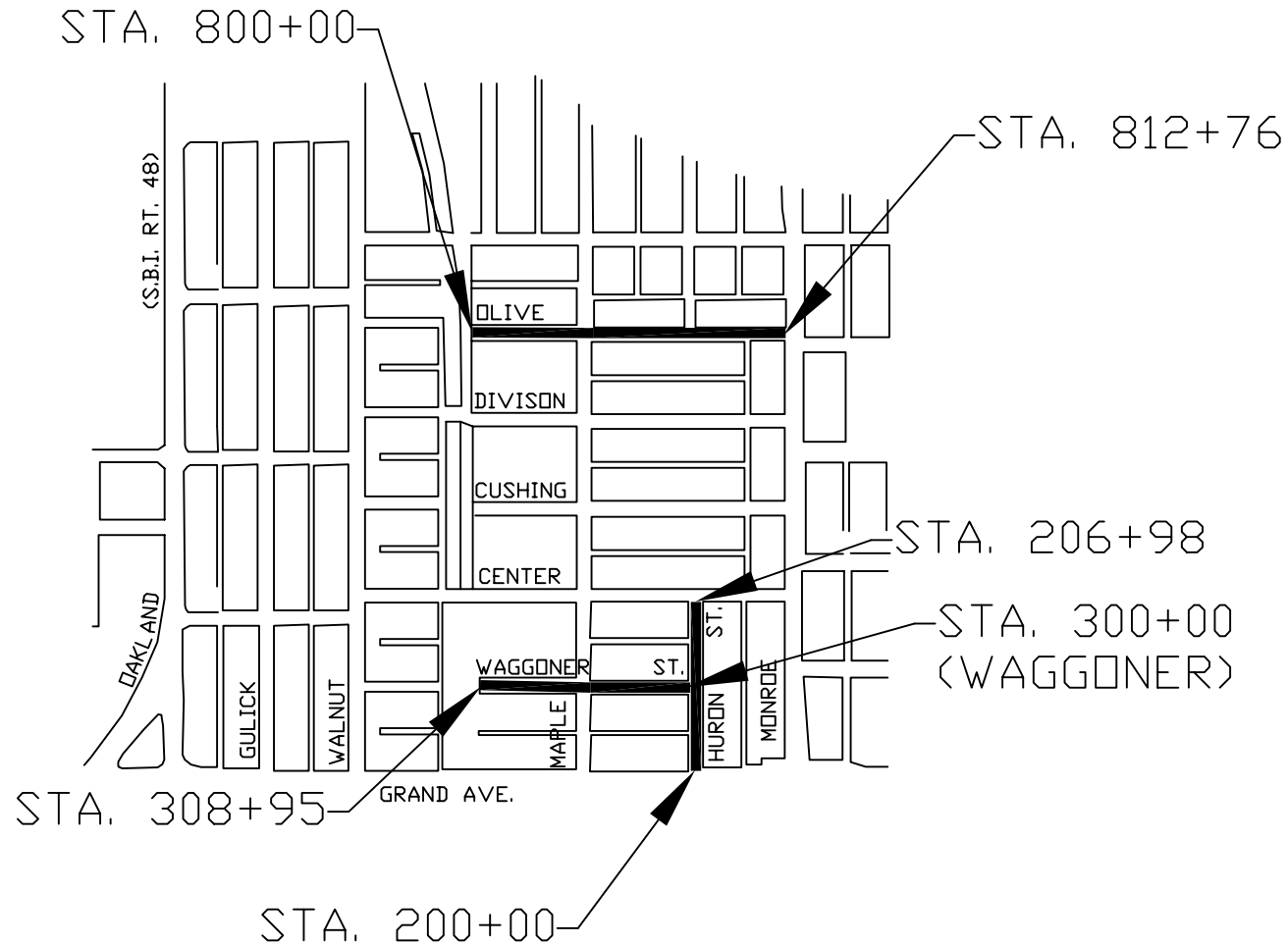
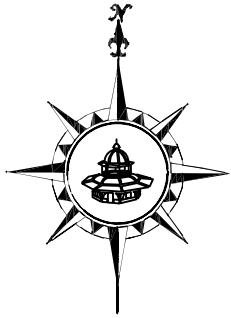
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LEAFLAND AVENUE

CP 2016-26

LEGEND

— CLASS B PATCHES AND CURB RAMPS



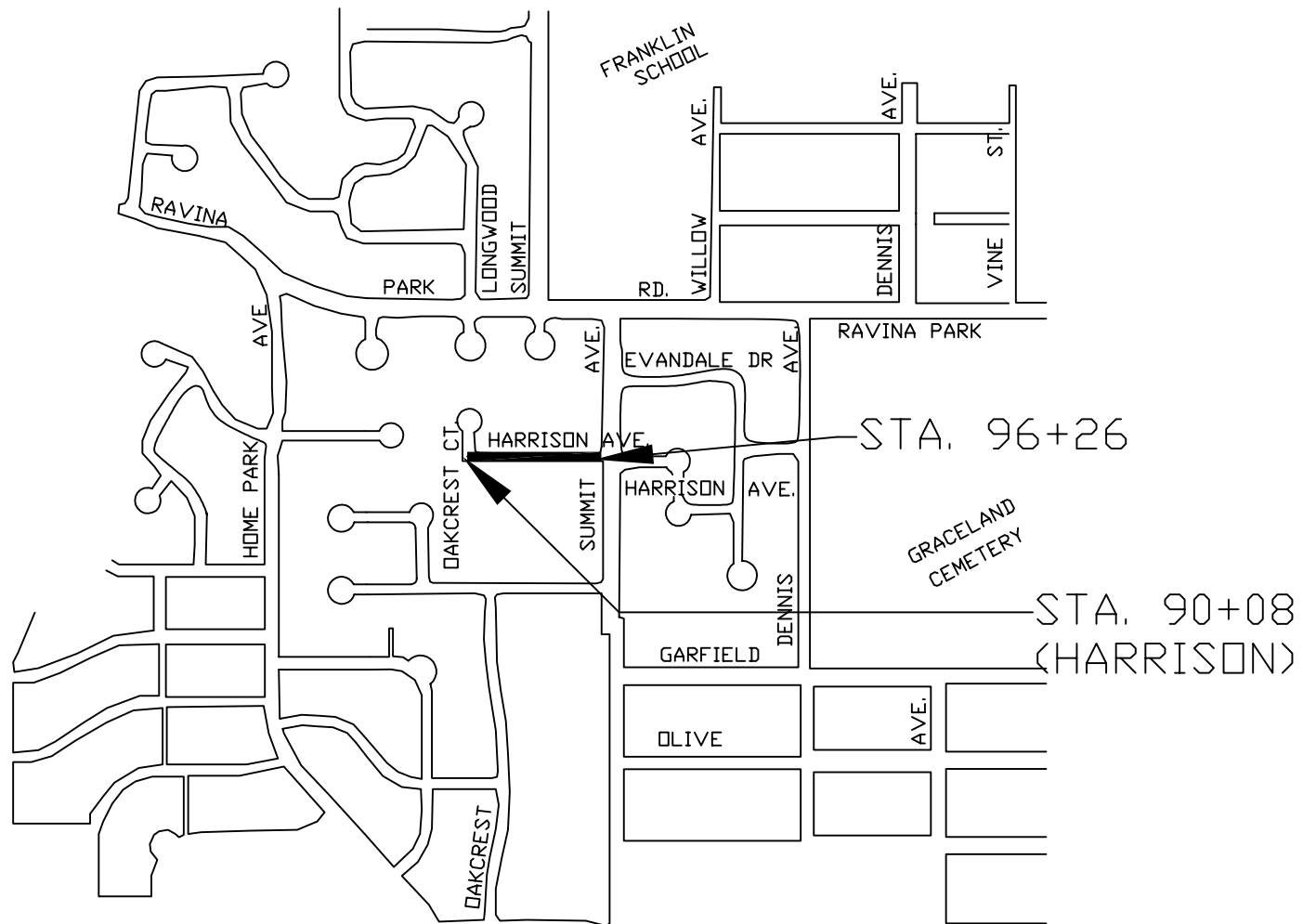
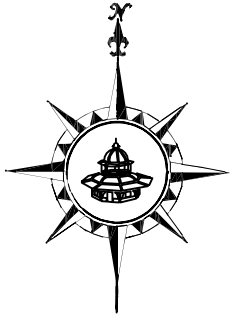
OLIVE, HURON, & WAGGONER STREET

CP 2016-25

LEGEND

— CLASS B PATCHES, CURB RAMPS, CATCH BASINS

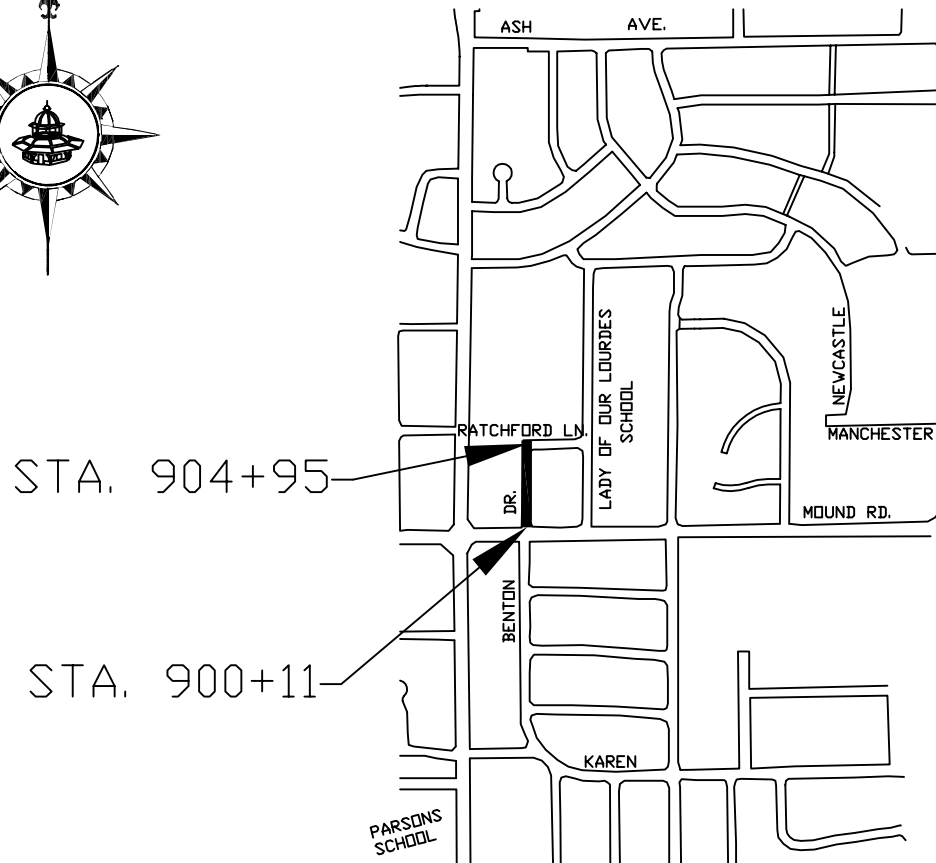
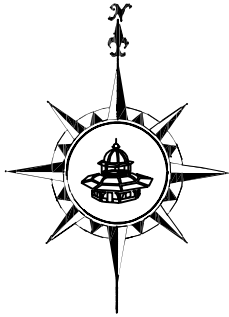
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HARRISON AVENUE & OAKCREST COURT

CP 2016-26
LEGEND

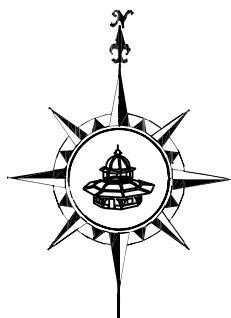
— CURB RAMPS



BENTON DRIVE

CP 2016-26
LEGEND

— CURB RAMPS



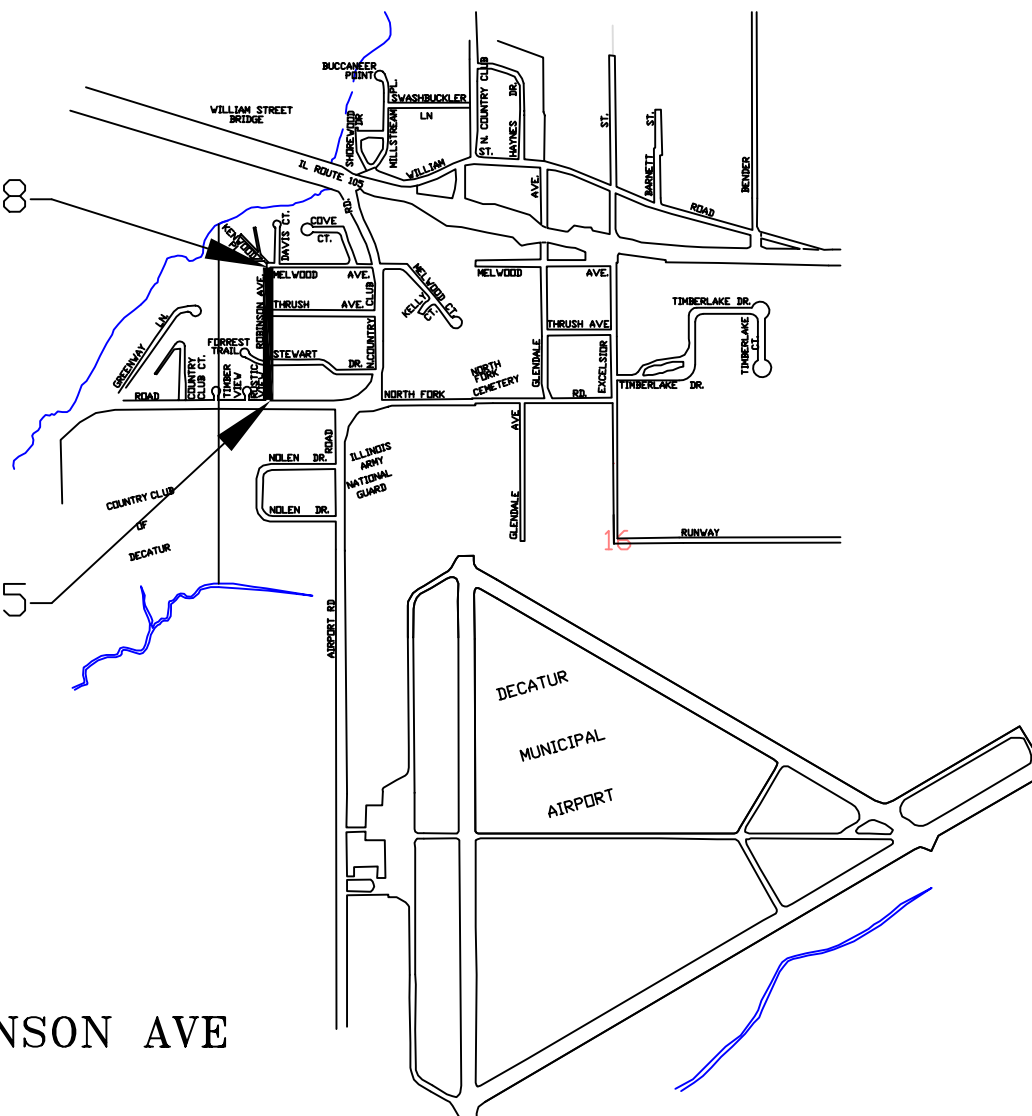
STA. 83+08

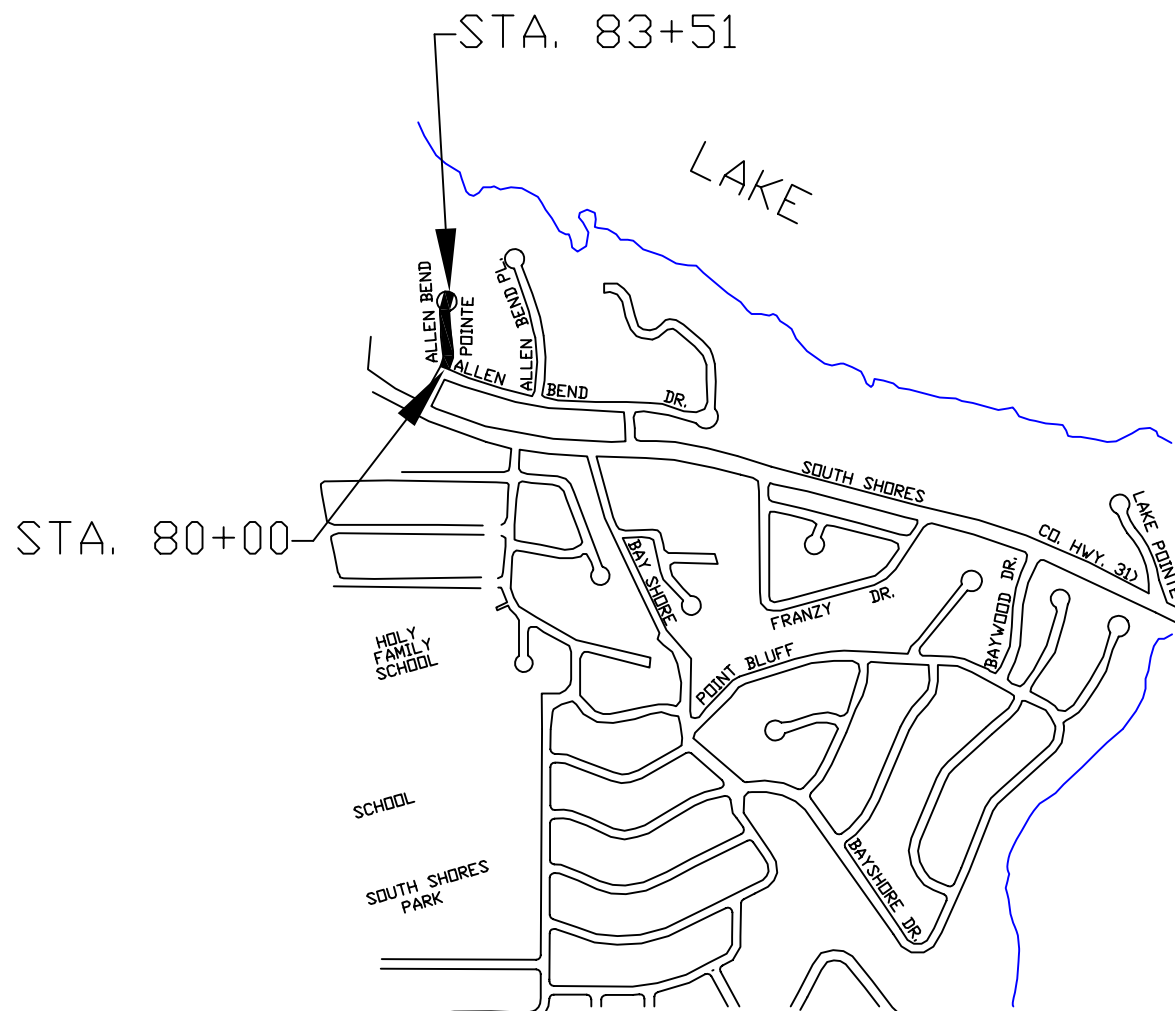
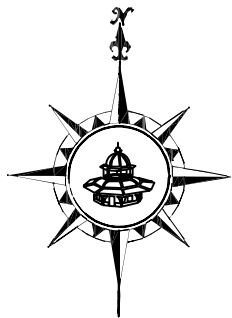
STA. 70+15

ROBINSON AVE

CP 2016-26
LEGEND

— NEW CURB





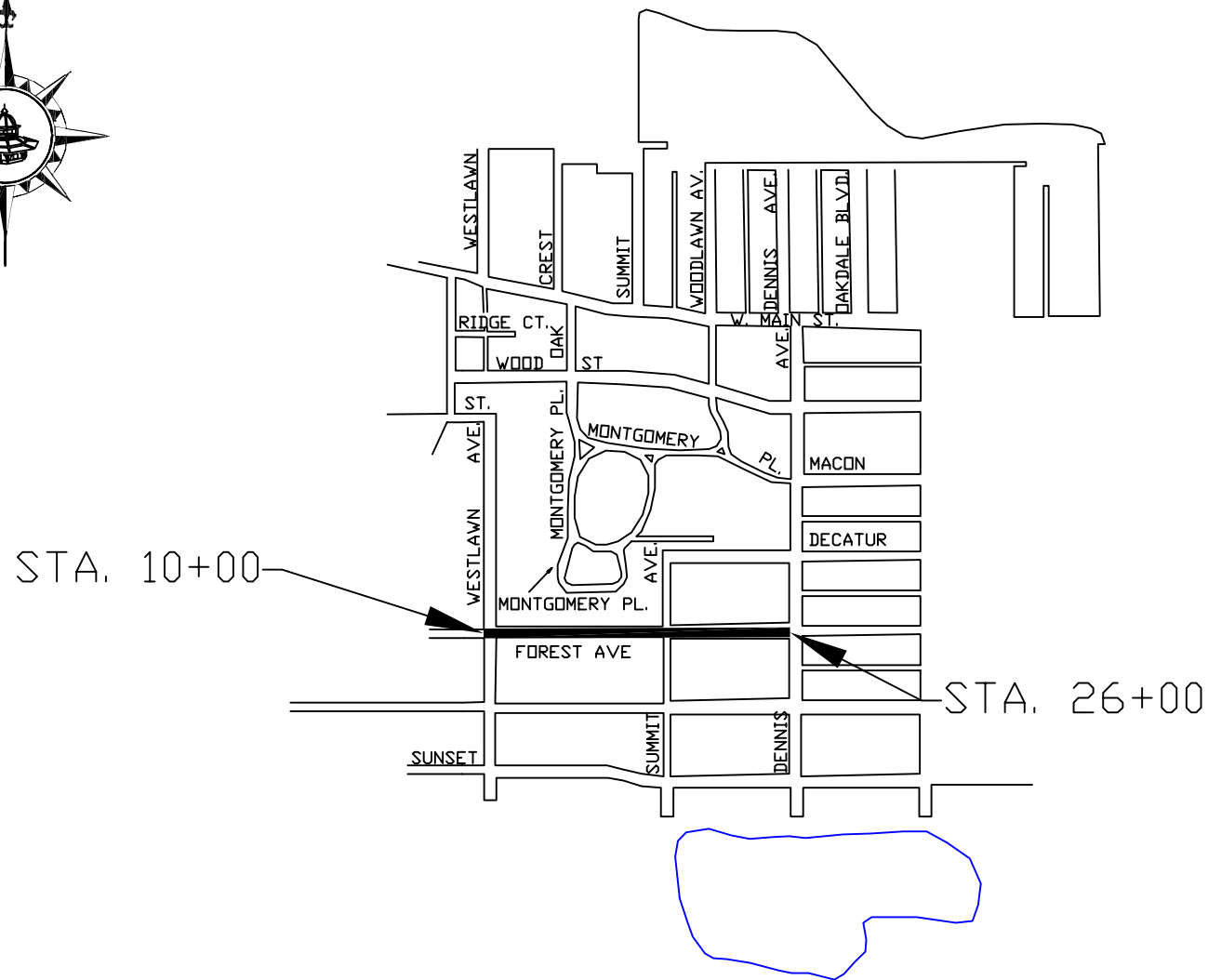
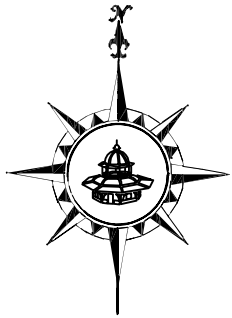
ALLEN BEND POINT

CP 2016-25

LEGEND

— 7" JOINTED PORTLAND CEMENT CONCRETE

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ALTERNATE: FOREST AVENUE

CP 2016-26

LEGEND

— CURB RAMPS AND CATCH BASINS

Page 139 of 159

TO: Honorable Mayor, Julie Moore Wolfe
FROM: Megan Baskerville, Watershed Specialist
DATE: July 15, 2016
SUBJECT: 2nd Quarter Report
PERIOD: April 1, 2016 – June 30, 2016

City of Decatur Lake Decatur Watershed Protection Program



Better Reflections through Soil Conservation

CC: Councilman Jerry Dawson
Councilman Bill Faber
Councilwoman Lisa Gregory
Councilman Pat McDaniel
Councilwoman Dana Ray
Councilman Christopher S Funk
Mr. Tim Gleason, City Manager
Mr. Keith Alexander, Director of Water Management

Macon County Soil and Water Conservation District

April 1, 2016 – June 30, 2016

2nd Quarter Report on the Lake Decatur Watershed Protection Program

Change in District Staff:

Administrative Coordinator Sue Russotti left her position earlier this quarter, and Angela Binnion was hired May 26, 2016.

Watershed Conservation Cost-Share Projects:

Projects currently in construction as of today:

The following projects have been approved for funding, and are awaiting construction:

- 40 acres strip-till in Mt. Zion Township
- 3 waterways in Long Creek East Township
- 1 waterway in Friends Creek East Township
- 1 urban waterway in South Wheatland Township
- 1 wascob system in Long Creek Township
- 2 waterways and structures in Mt Zion Township
- 1 stabilization project in Mount Zion West Township
- 2 waterways and 1 structure in Piatt County
- 1 waterway in Friends Creek Township
- 1 waterway and structure in South Wheatland Township
- 1 streambank stabilization project along Sand Creek in South Wheatland Township
- 3 sets of terraces in Piatt County
- 1 waterway across 2 landowners in Piatt County
- 1 waterway and structure in Piatt County

Interest in the program remains strong; we have allocated all funds for FY16. With strong coordination, information, and education with the Piatt County SWCD and both NRCS offices, the LDWP is well known by producers in the watershed.

Watershed Activities:

Conservation Cropping Demo Plots:

Nearing the midway point of our 5-year demo plots, the cooperating producers are making adaptive management changes as they fine tune their new systems. Soon, the 3rd year of cover crops will go on the plots, on top of or following the standing cash crop. Over 5 years, the plots will show the long term benefits of a management system that incorporates reduced tillage, cover crops, and nutrient management.



The photo to the right shows the May 3rd Women's Food & Ag Network (WFAN) group that met at one of the demo plots to discuss soil health and management systems that benefit our local water quality. Two more education events, August 9 and August 10, will be hosted at the demo

plot in the upcoming quarter---bringing a wider audience into contact with a conservation cropping management system.

Also, we are excited to partner with the **Illinois Nutrient Research and Education Council**, as they selected our demo plots as a 2016 funded project. NREC funds nutrient research & education in Illinois, using the designated fertilizer tonnage fee (\$0.75/ton) collected throughout the state.

Non-operating landowner outreach:

In conjunction with Prairie Rivers Network, the Macon County SWCD developed a newsletter specifically for non-operating landowners in East Central Illinois, including landowners in 6 of the 7 counties that lie in the Lake Decatur Watershed. Throughout the years, we have found this demographic does not normally interface with the field office, and therefore this newsletter was developed to target their specific educational needs. The inaugural 16-page newsletter released in May focused on the national and local need for conservation, and how to navigate beginning conversations with tenants on soil conservation.

Responses to the newsletter have been positive, and we look forward to interacting with this group more. Our work will be featured as a poster presentation at the 2016 Soil and Water Conservation Society's national conference in Louisville, Kentucky later this month.



Grants:

IEPA 319 Grant: Accelerating BMP Adoption in Lake Decatur

The SWCD has been awarded an IEPA Section 319 grant to accelerate BMP adoption in the Lake Decatur Watershed. Through 2016, **the grant will bring \$425,315 of federal funds into the watershed to install 36 soil saving practices** at 19 sites throughout the watershed in both Macon and Piatt counties. As of June 30th, only 5 practices remain to be installed through this funding, with all projects being implemented by this November.

SWCD staff and partners have begun work to submit another 319 application this August for more federal cost share for implementation of BMPs that will reduce the amount of sediment and nutrients reaching Lake Decatur! This application proposes implementing conservation at 20 sites in the watershed, requesting **\$243,059.40**.

USDA's Regional Conservation Partnership Program:

On January 15, 2015, the USDA awarded Macon County **\$500,000** of NRCS funding for "BMP Implementation for Nutrient and Sediment Loss Reduction in Macon County, Illinois," for **conservation in the Sangamon River Watershed for the next five years**. For FY16, **\$93,953 was allocated**, including funding for cover crops, waterways, drainage water management, and more.

At the same time, local partner Agricultural Watershed Institute will test the efficiencies of newer edge-of-field practices to reduce nitrate loss from field tiles, a major source of excess nutrients in Illinois. This funding source has a rolling application; interested participants can always submit applications.



Above: The first edge-of-field practice funded with RCPP funds, a denitrifying bioreactor, was installed in the Friends Creek area on June 17th.

Illinois EPA (IEPA) Construction Site Inspection Program:

Currently, there are 9 open IEPA construction sites, 4 within the Lake Decatur Watershed in Macon County. The SWCD provides educational assistance to the site owners, making sure erosion and sediment controls are up and functional at each site.

MS4 Agreement:

The City of Decatur, the Villages of Forsyth and Mt. Zion, and Macon County joined together and signed a Memorandum of Understanding (MOU) with the SWCD to implement stormwater management on behalf of the MS4s. This allows for a consistently applied set of standards regarding Best Management Practices (BMPs) and construction site inspections for the Land Disturbance Permit program. This quarter, 5 construction sites were visited, all lying in the Lake's watershed.

Technical Assistance:

The Watershed Staff is available to answer erosion and flooding complaints in the City of Decatur and the watershed. In the past quarter, due to successful news coverage, multiple new requests for technical assistance were received, and staff continue to visit and work with these citizens, along with past requests involving streambank erosion, local flooding and wetland development in Macon and Piatt County.

Public Education Programs:

Education is provided to the general public, including adults and children, on soil and water conservation issues, careers in conservation, stormwater management, and erosion and sediment control. In addition to the watershed staff itself, board members and SWCD staff provide time and energy in these efforts. This quarter, the following programs were held:

Date	Name of Event	Program Presented	People in Attendance
Jan 2015	Lady Landowners	Edge of Field BMPs	35
Feb 2015	Contractor's Meeting	Nitrates and H2O Quality	40

Feb 2015	Decatur Kiwanis Breakfast	LDWP, SWCD History	20
Feb 2015	Annie's Project	LDWP, Lake history	12
Mar 2015	Decatur Lawn & Garden Show	MS4 Work, Urban Cons.	1,265
Apr 2016	Festival of Spring	Watershed health	650
May 2016	Women's Ag Network Tour	Conservation cropping	23
May 2016	Agucation	LDWP, Watershed health	650 5 th graders
Jun 2016	Riverwatch sampling	Stream quality	5
Total Reached so far in FY16			2,700

Upcoming events in 2016:

- Strip Till Field Day, July 14
- Cover Crops: Plan for Success, August 9
- Soil Health for Ag Retailers, August 10

Besides the programs themselves, the SWCD staff serves in the following capacity throughout the year:

- Serve on the Macon County Farm Bureau Ag-In-The-Classroom committee
- Assist Macon County Lady Landowners by maintaining their membership list and assisting with meeting notification
- Serve on the Ag Advisory Board for the Heartland Technical Academy
- Participate in the Heart of the Sangamon River Ecosystem Partnership meetings

Closing Comments:

We have included the financial report for the quarter ending June 30, 2016 with this report. If you would like more detailed financial information, you may request a copy of our CPA completed annual audit which we submit to the Illinois Department of Agriculture.

The staff and Board of Directors of the District thank the City for its continued support of our conservation efforts within the Lake Decatur Watershed. We truly could not accomplish what we do without your support, both financial and institutional. We would like to invite members of the City Council to visit us at the USDA Service Center at 4004 College Park Road, Decatur, Illinois 62521. We also can arrange personal tours of our watershed projects. If you have any questions, please call us at 217-877-5670, extension 3, or contact us by email at megan.baskerville@il.nacdnet.net.

Board of Directors

Mike Hortin, Chairman
Zach Hyde, Vice Chairman
Katie Sellmeyer, Secretary / Treasurer
Kathryn Bennett, Director
Eric Veech, Director

Staff

Michael Andreas, Watershed Technician
Megan Baskerville, Watershed Specialist
Angela Binnion, Administrative Coordinator

FINANCIAL STATEMENT
Lake Decatur Watershed Protection Program
City Allocation for MCSWCD Vendor # 796

	1st Qtr. January 1 - March 31, 2016	2nd Qtr. April 1 - June 30, 2016	3rd Qtr. July 1- September 30, 2016	4th Qtr. October 1 - December 31, 2016	12/31/2016 Total Invoiced to City	
	\$ 40,275.42		\$ -	\$ -	\$ 70,664.64	
Operational Expenses	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	FY ending 12/31/2016	Percent of Contract \$
Salaries Andreas Agricultural Engineer	12,340.85	\$ 9,157.74			\$ 21,498.59	14%
Salaries Baskerville Watershed Specialist	11,144.38	\$ 9,926.32			\$ 21,070.70	14%
1/3 Salaries DeOrnellas Conservation Program/Marketing Manager	4,367.10				\$ 4,367.10	3%
1/3 Salaries Binnion AC		\$ 828.19				
1/3 Salaries Russotti Administrative Coordinator	1,928.14	\$ 1,348.36			\$ 3,276.50	2%
Payroll taxes	2,217.08	\$ 2,307.39			\$ 4,524.47	3%
Benefits	3,818.27	\$ 811.49			\$ 4,629.76	3%
BMP Implementation					\$ -	0%
Travel and lodge Mike A	1,894.07	\$ 3,071.40			\$ 4,965.47	3%
Meetings and Training		\$ 254.18			\$ 254.18	0%
Professional fees	769.53	\$ 74.41			\$ 843.94	1%
Director Liability Insurance/work comp	102.04	\$ 1,972.10			\$ 2,074.14	1%
Outreach	802.62	\$ 86.54			\$ 889.16	1%
Education	10.00				\$ 10.00	0%
Internet	75.92	\$ 75.96			\$ 151.88	0%
Truck/ Insurance	330.16	\$ 280.15			\$ 610.31	0%
Office Equipment	156.02				\$ 156.02	0%
Office Supplies	319.24	\$ 109.96			\$ 429.20	0%
Postage		\$ 85.03			\$ 85.03	0%
Reduction for contract						0%
Total Expenses	40,275.42	\$ 30,389.22	\$ -	\$ -	\$ 70,664.64	47%
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD 2016	
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Total Invoiced to City	Percentage Complete
Total Invoiced to City	\$ 40,275.42	\$ 30,389.22			\$ 70,664.64	47%
Agreement Balance	\$ 108,713.58	\$ 78,324.36	\$ 78,324.36	\$ 78,324.36		

City Clerk

DATE: 8/9/2016

MEMO: 2016-08

TO: Mayor Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager

SUBJECT: July 2016 Monthly Reports

ATTACHMENTS:

Description	Type
Development Services	Executive Summary
Fire	Executive Summary
Management Services	Executive Summary
Police	Executive Summary
Public Works	Executive Summary
Water Management	Executive Summary

**DEVELOPMENT SERVICES
JULY MONTHLY REPORT**

BUILDING INSPECTIONS - There were 111 Building permits issued during the month of July 2016 with a total work value of \$2,534,929. Of these, 2 were commercial building additions valued at \$1,494,323, 2 were commercial building remodels valued at \$130,000. 1 was a new parking lot valued at \$360,000, and 1 was a new single family home valued at \$50,000.

**Monthly Summary
07/01/2016 – 07/31/2016**

PERMIT TYPE	# ISSUED	WORK VALUE
Building	25	\$2,273,393.00
Demolition	3	4,600.00
Electrical	15	31,040.00
Mechanical	25	116,006.00
Other	24	76,893.00
Plumbing	16	29,247.00
Sign	3	3,750.00
Tent	0	.00
TOTAL	111	\$2,534,929.00

NEIGHBORHOOD SERVICES

- Staff prepared special reports for loans that are serviced in the Neighborhood Outreach Division
- Staff continued to qualify homeowners for the Residential Rehabilitation and Emergency Programs
- Staff participated in a Safety Committee Meeting
- Staff met with Millikin consultant to discuss Chronic Homeless updates
- Staff continues preparing Environmental for Residential Rehab and potential replacement projects
- HUD HOME monitoring was held the last week of July. Our Grants Manager acknowledged that this division has made great strides with the HOME program, and although there are a few issues with Homebuyer and Multi-unit programs, we are to be celebrated for the improvements made. Technical Assistance will be provided to staff in the next several months.
- During our HOME monitoring it was also noted that some of the ideas we have implemented will serve as “Best Practices” and will be referral information for other participating jurisdictions
- Staff submitted the annual CAPER to HUD on July 29th.
- Staff attended Decatur Community Partnership meeting

- Staff attended the Business Development Educational Development forum sponsored by the Economic Development Council
- Staff met with Baby Talk to discuss the transfer of property to assist with parking problems
- Construction Project Manager continued work write-ups with estimates for the CDBG and HOME Rehab Programs and DCDF.
- Staff met with Dale McKinney about use and possible acquisition of Washington School
- Staff attended the June Steering Committee meeting for the RNNC, which will be held in Champaign, IL in September
- Staff continues to have discussions or contact with potential CHDO's
- Staff held meetings every Monday during the month of July in preparation for the National Night Out event to be held in August 2016
- Staff attended the monthly Homeless Advisory Council meeting in preparation for Homeless awareness week
- NS Director met with staff, project manager and city rehab contractors to discuss: timeliness, customer service, quality workmanship and updates on construction monitoring
- Staff discussed the potential use of HOME funds for multi-unit rental projects
- Staff participated in several conference calls with HUD CPD rep in regards to CHDO set-aside, replacement projects, CAPER, and other HUD projects.
- Single Family Rental monitoring continued, with annual tenant surveys being sent to landlords
- Staff attended Continuum Meeting with other local agency partners

ECONOMIC DEVELOPMENT– The economic development division had 24 new and separate inquiries in July for possible projects and also had 37 meetings related specifically to ongoing initiatives. We have ongoing Library, Fiber and Econ Dev Strategic Planning sessions under way. We also had 3 ribbon cuttings all had good coverage in the media and the opening of Decatur's sculpture garden (which we were a part of the project committee). As of last week, there were 1,238 job listings in the Decatur, Illinois area on indeed.com, one of the leading national job search sites and July's job openings in the Central Illinois region are have not been published yet.



DECATUR FIRE DEPARTMENT

MEMORANDUM

16-08

August 9, 2016

TO: Tim Gleason, City Manager

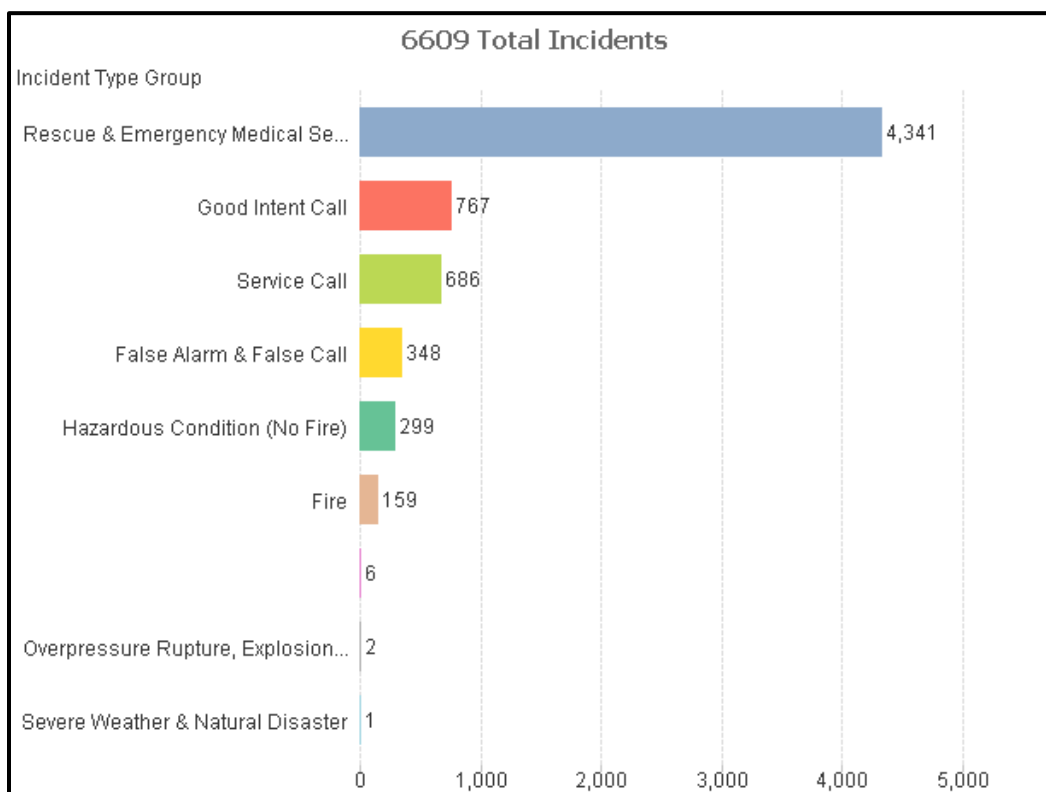
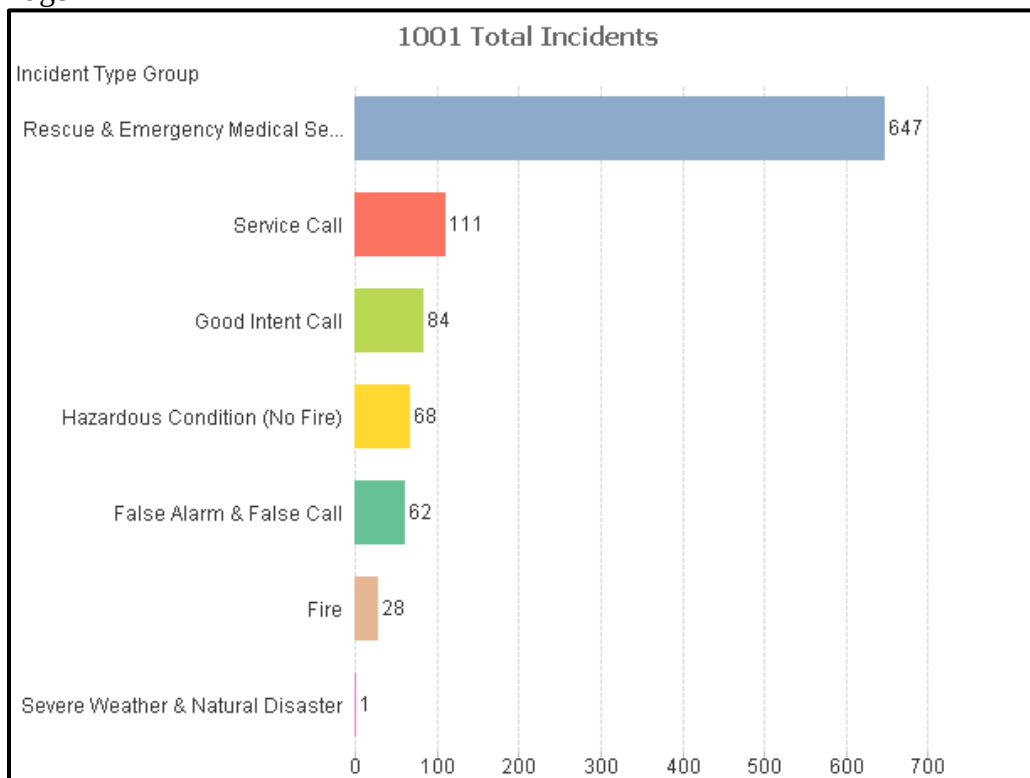
FROM: Jeffrey S. Abbott, Fire Chief

RE: Monthly Report – July 2016

The fire department responded to 1001 incidents in the month of July. To date, the department has responded to 6609 incidents. Preparations are underway for the upcoming fire station renovation projects. The first phase of work will begin at stations 1, 2, 4, & 6 and will start in September. Phase two of the work will begin in early 2017. Asbestos inspections were being conducted on the stations scheduled for construction.

Another project that is underway is the construction of the training tower at station 2. This project has been started, and stopped, three or four times in the last four years. Hopefully, when the bidding is completed, the construction can begin in September and be completed by the end of the year.

The Insurance Services Office (ISO) visited in July to re-grade the department for the City's ISO rating. The ISO rating is used by most insurance companies to determine your home/business insurance premium. The results will not be known for three to four months. The current ISO rating is a 3 on a scale from 1 to 10 with 1 being the best and 10 the worst.



Fire Prevention Division

The Fire Prevention Division was called out to investigate 7 structure fires in the month of July. Three were determined to be incendiary in nature, 3 were accidental, and 1 was undetermined. The Fire Prevention Division was fortunate to have an intern from Eastern Kentucky University this summer. Mr. Dylan Sturgil completed his internship on the 29th of July. During the month of July, Dylan updated our key box database, which spiked our key box installations and removals to 46 for the month. Just as many, or more, are anticipated for August. Dylan also completed work on updating pre plans for nursing homes, schools, and assisted living centers.

Fire Inspectors made site visits to 17 facilities in order to update or complete information for pre-plans because of Dylan's research. Inspectors also completed 9 plan reviews during the month of July. As August arrives, we are busy preparing for National Night Out as well as a weeklong smoke alarm installation campaign in partnership with GT Church and the Red Cross.

DEPARTMENT OF MANAGEMENT SERVICES
Monthly Report of Priorities and Projects
Fiscal Year 2016
July 2016

Highlights of activities for this month include:

City Clerk's Office

- Preparing the agendas, packets and minutes for two City Council meetings; and
- Working with Decatur Celebration officials on licensing for festival and winery liquor sales;

Human Resources Division

- Facilitating the monthly meeting of the City's Civil Service Commission;
- Attending monthly Human Relations Commission and AFSCME labor-management meetings;
- Assisting the Human Relations Commission in hosting a forum on police/community relations;
- Attending a seminar on "Making Sense of the New Overtime Rule for White Collar Workers"; and
- Facilitating the hiring of the Asst. City Engineer, a Network Specialist, and 5 Service Workers;

MIS Division

- Providing GIS data in support of the Fire Department Community Risk Reduction Study;
- Updating MIS virtual computers to Office 2016 for testing;
- Completing initial installation of the Barracuda web filter for Civic Center offices;
- Starting the phone system replacement project with discovery work in July;
- Successfully migrating the Laserfiche application to a SQL Server data base;
- On-boarding a new MIS employee to serve at the MIS help desk; and
- Completing MIS password aging policy and procedures and starting rollout during the month;

Mass Transit System

- Securing Transportation Development Credits (TDCs) for the Federal grant application process;
- Continuing to await word from IDOT regarding funds for the purchase of new buses; and
- Meeting with the City Manager to review the viability of "after-hours" services;

Director's Office

- Attending an AFSCME labor-management committee meeting;
- Attending the Decatur Celebration logistics meeting and working to extend festival hours;
- Viewing webinars on the ICMA Code of Ethics and the Tyler Incident Management module;
- Consulting with counsel on the pending PBPA contract arbitration process;
- Attending the Human Relations Commission forum on police/community relations;
- Meeting with an AFSCME representative on an ongoing personnel matter; and
- Attending the monthly meeting of the Civic Center Board of Directors.

DECATUR ILLINOIS POLICE DEPARTMENT

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

FROM: James E. Getz, Interim Chief of Police

RE: July 2016 Monthly Report

STAFFING

Sworn Police Officer Staffing

The Decatur Police Department has 163 authorized sworn police positions. At end of July 2016 staffing was at 158. Current staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Interim Police Chief	1	1	1
Deputy Chief	3	3	2
Police Lieutenant	5	5	5
Police Sergeant	17	17	17
Police Patrol Officer	137	134	133
TOTAL	163	160	158

Civilian-Non Sworn Police Staffing: 8

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

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

Emergency Communications/Dispatch Staffing

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Communications Center Mgr	1	1	0
Supervisor	3	3	3
ECS Level III	23	19	18
ECS Level II	1	1	1
Total	28	24	22

The communications center manager is projecting 27 (4- hour) slots of overtime in August 2016.

PATROL DIVISION

<u>Function</u>	<u>Month</u>	<u>YTD</u>
Community Meetings	3	11
Directed Patrols	50	339
Active Problem Oriented Policing Projects	2	4
Completed Problem Oriented Policing Projects	2	2
Parking Citations	95	641
Criminal Arrests	351	3154
Felony Drug Arrests	31	153
Firearms Seized	10	57
Traffic Citations	539	4973
Field Interviews	102	727
Written Warnings	302	2803
Illegal Sound Amplification Arrests	0	0
Calls for Service/CAD incidents	4984	32760
Unlawful use of Motor Vehicle tows	113	921
Driving Under the Influence Arrests (DUI)	32	216
DUI involving accidents	10	66
Fatal Accidents	0	4
Traffic Accidents	221	1663
Accidents with Personal Injury	47	274
City Ordinances Arrests	52	271

CRIMINAL INVESTIGATIONS DIVISION

Street Crimes: Drug Seizures for the month:

<u>Drug</u>	<u>Amount</u>	<u>YTD Seizure</u>	<u>Street Value</u>
Cannabis	1362 grams	39181grams @ \$10-gram	\$391,810
Cocaine-Powder	28grams	1627 grams @ \$100-gram	\$162,700
Cocaine-Crack	146 grams	664grams @ \$100-gram	\$66,400
Heroin	22 grams	232grams @ 300-gram	\$69,600
Ecstasy	3 hits	110@ 20 hit	\$ 2,220
Meth	426 grams	674grams @ 100-gram	\$67,400
K-2	0 grams	14,709 grams	
Search Warrants:2		YTD: 50	

US Currency Seized: \$11,132	YTD: \$237,367
Firearms seized: 4	YTD: 48
Vehicles seized: 0	YTD: 8
Interdiction Drug Arrests: 4	YTD: 72
Interdiction Wanted Persons Arrests: 0	YTD: 1
Interdiction Narcotic Seizure: 3	YTD: 61
Interdiction weapons seized: 2	YTD: 8
Interdiction Currency Seizure: \$1,132	YTD: \$112,754

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 189	YTD: 1351
Cases closed/resolved: 97	YTD: 736
Criminal Arrests: 51	YTD: 388
Homicides: 0	YTD: 2
Infant Death Investigations: 0	YTD: 0
Suicide Detective Investigations: 1	YTD: 5
Missing person Investigations: 2	YTD: 35
Computer forensic Exams: 36	YTD: 161
Sex Offenders Registered: 38	YTD: 467

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

Fugitive Arrests: 30	YTD fugitive arrests: 236
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Freedom of Information (FOIA)

The Professional Standards Unit received 237 Freedom of Information Act requests for the month; **1497** total requests YTD in 2016.

**Public Works Department
Monthly Activity Report
July 2016**

Engineering:

7th Ward Sewer Rehabilitation: This project is currently under design by BGM & Associates. The condition is considerably worse than originally estimated in the master plan 5 years ago. The project should be ready to bid this fall with the possibility of construction beginning late this year or early 2017.

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

2016 State MFT Street Improvement Projects: Bids were opened and have been prepared for Council on August 1. The project advertized for bid on June 29th.

2016 City MFT Street Improvement Project: Bids were opened and have been prepared for Council on August 1. The project advertized for bid on June 29th.

Mound Road / Spring Creek Bridge (East): This project was designed by Chastain & Associates. This was on the April 22, 2016, IDOT bid letting. A preconstruction conference was held by IDOT on June 29th. Construction began on July 18th. Half of the deck was removed on July 29. Beam placement for half of the deck is to occur the week of August 1. The project is scheduled to be completed in December.

Nelson Park Neighborhood Storm Drainage Improvements: This project is being designed by Blank, Wesselink, Cook & Associates. Neighborhood meetings were held on January 27th and March 12, to get input on the project. This project is scheduled for 2017 construction.

Sewer Televising: 20,804 feet of sewers were televised. 8 special inspections / investigations were preformed.

Contract Sewer Cleaning: 6,643 feet of sewers were cleaned.

MUNICIPAL SERVICES MONTHLY DATA 7/1/16 –7/26/16

TASKS	QUANTITY	MANHOURS	OTHER INFO
Potholes Repaired	2,635 each	201 hours	
Sewer Derooting	16,753 lineal feet	65 hours	
72 Hour Cleanups	45 each	219 hours	
Decals Made	42 each	N/A	
Signs Repaired	36 each	N/A	
Fleet Availability	96.85%	N/A	

Department of Water Management
July 2016
Monthly Report

2015 Annual Water Main Replacements: Burdick Plumbing & Heating replaced 1.3 miles of water main on St. Louis Bridge Road and portions of the Forest Crest subdivision. The project was completed this month.

2016 Annual Water Main Replacements: This year's project will replace 1.34 miles of deteriorating water main on East Cantrell Street and portions of the Lake Crest subdivision. The City Council awarded a contract to Burdick Plumbing and Heating on July 18. Construction is scheduled to begin in a few weeks.

Energy and Water Efficiency Services Agreement: Johnson Controls and City staff have completed 99.21% of the 31,399 water meter replacements and upgrades (excluding 1,095 inactive customer accounts and 18 upgrade refusal customers). HVAC and lighting efficiency improvements have been completed at several City facilities. South Water Treatment Plant SCADA upgrades and the advanced water metering infrastructure system have also been completed.

Fire Hydrant Maintenance: The City owns approximately 4,255 fire hydrants. Work began to create a request for proposals from contractors specializing in hydrant maintenance and painting.

Lake Decatur Dam Emergency Response Plan: Hanson Professional Services continued flood hydrograph, hydraulic and RAS modeling for the plan. A second project progress meeting will be held this summer.

Lake Decatur Dredging Basins 1 through 4: Great Lakes Dredge & Dock completed dredging the Big Creek basin and Basin 1, began dredging Basin 2 and continued mobilizing equipment to dredge the Sand Creek basin. Since dredging began in November 2014, 38% of the 10,736,733 cubic yards of sediment to be removed has been dredged from the lake, which is 20 days of additional water supply.

Lake Decatur Landscape Maintenance: Sky's the Limit Tree Service completed the tree and brush removal on the south sides of the US 36 Bridge abutments over Lake Decatur.

Lake Services: Staff continued maintaining and repairing equipment, dock inspections, mowing operations, barge deliveries to homeowners for shoreline maintenance and assisted with the 4th of July Celebration and Rodney Miller Triathlon.

Nelson Park Basin Marina Management: This project is on hold pending the availability of significant capital funding.

Security Cameras: Design and pricing alternatives continued to be refined for potential additional security cameras at water facilities.

South Water Treatment Plant East Clarifiers to Claricones Conversion: Crawford, Murphy & Tilly (CMT) has completed 40% of the engineering and design work and continued the State Revolving Fund loan work for this project.

South Water Treatment Plant Concrete Replacement: Otto Baum Company completed this project in May.

Water Distribution System Leak Detection Survey and Repair: ADS LLC competed this year's survey in May. Since then, City staff repaired 21 of 22 leaks detected.

Water Main Valve Maintenance: The city owns approximately 5,905 water main valves. Work began to create a request for proposals from contractors specializing in valve maintenance to ensure that all valves are properly documented and in good working order.

Water Production: Due to above average rainfall, Lake Decatur was maintained at an average level of 100% full, which is above normal for the month. 641.43 million gallons of potable water were pumped to customers which was a 4.4% increase compared to July 2015. Lime residual lagoon valves and valve pit replacements continued.

Water Services: Staff repaired 1 water main break, inspected 3 hydrants and 86 water system valves, replaced 6 hydrants, completed 884 billing service orders and 48 distribution system service orders.

William Street & South Water Treatment Plant Reservoir Rehabilitation: DN Tanks completed exterior cleaning, interior inspections, maintenance and protective coating applications to the reservoirs. Millikin University's graphic arts class created exterior coating designs for the South Water Treatment Plant reservoir. The recommended aquatic wildlife design by Sarah Suits was announced in an information memo for the July 18 City Council meeting. The design will be painted on the reservoir later this year.

For questions regarding these items contact Keith Alexander, Director of Water Management, at 424-2863 or kalexander@decaturil.gov.

cc: Randy Miller, Water Services Manager
Jerry Stevens, Engineering Services Coordinator
Don Giger, Water Production Operations Supervisor
Randy Weaver, Water Production Maintenance Supervisor