



**Monday, August 6, 2018
5:30 PM**

AMENDED CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of July 16, 2018 City Council Meeting

IV. Unfinished Business

V. New Business

1. City Manager's Budget Update
2. Proclamations and Recognitions
3. Ordinance Amending City Code Chapter 53 - Ambulance Service
4. Ordinance Rezoning Property From B-1 Neighborhood Shopping District to B-2 Commercial District 1201 East Wood Street
5. Ordinance Granting Conditional Use Permit to Allow for Mixed Use Residential and any Combination of Office and/or Commercial in One Building 5130 Hickory Point Frontage Road
6. Ordinance Amending City Code Chapter 47 - Control of Animals, Fowl and Dogs
7. Ordinance Amending City Code Chapter 52-Alcoholic Liquor
8. Resolution Authorizing Renewal Tyler Technologies, Inc. Maintenance Support - Incode Court Case Management Suite
9. Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or use of Potable Water Supply Wells or by any Other Method Within a Certain Area of Decatur, Former Circle K #3885, 801 S. Jasper Street
10. Resolution Authorizing an Amendment to the Performance Contract with Johnson Controls, City Project 2018-07

11. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, A Division of Tyrolt, Inc. for 2018 Local Motor Fuel Tax Street Improvement Project, (County Fair Drive), City Project 2018-26
12. Resolution Accepting the State of Illinois Bid Price of Morrow Brothers Ford Inc., for the Purchase of Six (6) 2019 Ford SUV Police Interceptors
13. Resolution Authorizing Agreement with ONB Benefits Administration, LLC dba JWF Specialty Company, Third Party Administrator of Workers Compensation Benefits
14. Consent Calendar: Items listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. If separate action is desired on any item, it will be removed from the Consent Calendar and considered separately.
 - A. Receiving and Filing of Minutes of Boards and Commissions
 - B. Resolution Approving Appointment - Zoning Board of Appeals
 - C. Resolution Approving Appointment - Heating, Air Conditioning and Refrigeration Commission
 - D. Resolution Approving Appointment - Human Relations Commission
 - E. Resolution Approving Reappointments - Human Relations Commission
 - F. Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block North Water Street from East Main Street to South Park Street and from Prairie Avenue to East Main Street - Decatur Area Arts Council

VI. Other Business

VII. Recess to Study Session

Video Gaming Fee Discussion

VIII. Adjournment

Council Information - Lake Decatur Watershed Protection Program - 2nd Quarter 2018 Report

Monday, July 16, 2018

On Monday, July 16, 2018, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Bill Faber, Lisa Gregory, David Horn, Charles Kuhle and Pat McDaniel were present. Councilwoman Dana Ray was absent. Six members present and one member absent. Mayor Julie Moore Wolfe declared a quorum present.

City Manager Tim Gleason attended the meeting as well.

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

Mayor Julie Moore Wolfe called for Appearance of Citizens. No citizens appeared before Council.

Mayor Julie Moore Wolfe called for approval of the minutes. The minutes of the July 2, 2018, City Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Lisa Gregory, and on call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

This being the time set aside for Unfinished Business, City Manager Tim Gleason asked Finance Director Gregg Zientara to share a brief comment about the recent General Obligation Bonds transaction that the City had. Finance Director Gregg Zientara shared that the issuance of not to exceed \$29,000,000 General Obligation Bonds, Series 2018, presented to Council in May 2018 would be closed on July 17, 2018.

Mayor Julie Moore Wolfe called for New Business.

Finance Director Gregg Zientara provided the Treasurer's Financial Report. Finance Director Gregg Zientara and City Manager Tim Gleason responded to Council members' questions and comments regarding the City's current budget.

The December 31, 2017 Audit Presentation was provided by Hope Wheeler, CPA, with CliftonLarsonAllen LLP.

R2018-91 Resolution Authorizing Agreement and Appointing Interim City Manager, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

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

2018-29 Ordinance Adding City Code Chapter 41.2 Small Wireless Facilities, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilman David Horn.

Councilwoman Lisa Gregory shared information about the legislation decision to allow wireless industries to put their boxes on poles in communities and suggested that the revenue the City gets from these devices for the next five years be put it back into the City's own fiber network. Councilman David Horn asked how does the proposed City Code differs from the draft legislation of the Illinois Municipal League. Public Works Director Matt Newell stated that it doesn't differ much at all. Councilman Charles Kuhle asked if one of these devices is on a City pole and the pole gets hit by a car and comes down, who is responsible for the device. Public Works Director Matt Newell stated the owner of the cell facility would be responsible. Councilman Charles Kuhle asked how much revenue the City would receive. Public Works Director Matt Newell stated the City gets \$650.00 every time they mount a device on a City pole or a \$1,000.00 if they elect to erect a pole in the City right-of-way.

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

R2018-92 Resolution Authorizing an Indefeasible Right of Use Agreement and Associated Sales Order with Millikin University to Obtain Dark Fiber from the City of Decatur Fiber Network, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

Councilman Charles Kuhle asked why the City was paying \$125,000 for this project. City Manager Tim Gleason stated as for a cost share the City is running the fiber throughout different parts of the town that otherwise the City would not have explored. Councilman Charles Kuhle asked if there was any revenue coming back to the City. City Manager Tim Gleason stated there was a very small amount of revenue towards the ongoing maintenance throughout the life of the agreement. There are revenue opportunities through the other fiber that is in the ground.

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

R2018-93 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, A Division of Tyrolts, Inc. for Annual Street Restoration, Airport Road, City Project 2018-08, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

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

R2018-94 Resolution Authorizing 2nd Amendment to Agreement between the City of Decatur and MDA Properties LLC, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

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

Receiving and Filing of Minutes of Boards and Commissions, was presented. Councilman Pat McDaniel moved the item do pass; seconded by Councilwoman Lisa Gregory.

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

Mayor Julie Moore Wolfe called for Other Business. Mayor Julie Moore Wolfe shared that this was City Manager Tim Gleason's last Council meeting. She recognized his leadership, the tough times they had been through, and the major successes. Mayor Julie Moore Wolfe thanked him for his leadership and wished him well.

Councilman David Horn congratulated Billy Tyus on becoming the Interim City Manager.

Councilwoman Lisa Gregory recognized the great work citizens had done in the community with the many flowers and clean up in the anticipation of American Bloom coming to judge our community. Councilwoman Lisa Gregory hoped the community would continue the efforts the citizens began.

Councilman David Horn inquired about the Police Monthly Report that as of June 30, 2018 the Police had received 26,000 calls for service that is about 144 calls per day, which sounds like a really large amount. Police Chief Jim Getz stated Police are on pace as we have been for the last ten years. Police average about 60,000 to 65,000 calls per year.

Councilman David Horn inquired about the Economic and Community Development Monthly Report regarding the total number of weed ordinances for May and June is at 1,551 weed violations plus 934 re-inspections. Councilman David Horn stated he thought there was an opportunity to do something better similar to what Public Works is doing on lake shore management and applying it to these lots. Councilman David Horn stated there is a very large number of houses making it to the demolish list and it going to take leadership on the part of the Council as to how we can slow these numbers down.

Mayor Julie Moore Wolfe called for Recess to Study Session for Johnson Controls Lighting Efficiencies. Councilman Pat McDaniel motioned to Recess to Study Session; seconded by Councilwoman Lisa Gregory.

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

Bruce Combs with Johnson Controls provided a presentation on lighting efficiencies and projected savings. City Manager Tim Gleason and Bruce Combs responded to Council members questions regarding the proposed lighting project. City Manager Tim Gleason clarified that he had Council direction to bring this item back as presented tonight as an August 6th Council item. Council was in agreement to have the project as an August 6th Council item along with information about funding options.

Councilman Pat McDaniel moved the regular Council meeting be adjourned; seconded by Councilman Charles Kuhle. Upon call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe declared the Council meeting adjourned at 6:58 p.m.

Approved _____
Debra G. Bright
City Clerk

Fire Department

DATE: 8/2/2018

MEMO: 18-03

TO: Honorable Mayor Julie Moore Wolfe
City Council Members

FROM: Bill Tyus, City Manager
Jeff Abbott, Fire Chief

SUBJECT:
Ordinance Amending City Code Chapter 53 - Ambulance Service

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached update and revision of City Code Chapter 53 Ambulance Service

BACKGROUND:

At the July 2, 2018, City Council Meeting, Chief Jeff Abbott presented to the City Council the need for the Ambulance Service Code be updated.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Jeff Abbott, Fire Chief Wendy Morthland, Corporation Counsel

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
City Code Chapter 53 Ambulance Service	Backup Material
Ordinance Amending City Code Chapter 53, Ambulance Service	Ordinance

CHAPTER 53

AMBULANCE SERVICE

1. **WORDS AND PHRASES.** Unless otherwise defined herein, the words and phrases used in this Chapter shall have the meanings ascribed thereto in The Illinois Vehicle Code or in the Illinois Emergency Medical Services (EMS) Systems Act (the Act) and the administrative rules and regulations of the Division of Highway Safety and Emergency Medical Services of the Illinois Department of Public Health promulgated thereunder.

(Amended, Ordinance No. 98-06, February 16, 1998)

2. **LICENSE REQUIRED.** No person, firm or corporation shall furnish, operate, conduct, maintain, or engage in the operation of an ambulance service within the City without having a valid current City license for such service, except in the case of catastrophe wherein the number of ambulances needed exceeds the number available from licensed services.

3. **AMBULANCE SERVICE DEFINED.** "Ambulance service within the City" means the transportation by medical transport vehicle from a place within the City to some other place of persons who are sick, injured, wounded or otherwise incapacitated or helpless whether in emergency or otherwise in vehicles based within the City. Ambulance means any publicly or privately-owned vehicle that is specifically designed, constructed or modified and equipped, and is intended to be used for, and maintained and operated for the emergency transportation of persons who are sick, injured, wounded or otherwise incapacitated or helpless (Emergency Medical Services (EMS) Systems Act, 210 ILCS 50). It does not include transportation of such persons from outside the City to hospitals or other places within the City by ambulance services

Revised 08/2018

based outside the City, or the transportation of such persons from hospitals or other places within the City to places in locales where such ambulance services are based outside the City, or does it include transportation of handicapped persons under programs operated by or on behalf of the City. (Amended, Ordinance No. 98-06, February 16, 1998)

4. **APPLICATION.** Applications for a license to operate an ambulance, and renewal thereof, shall be made upon forms prescribed by the City Manager. Completed applications shall be forwarded to Licensing in the Finance Department. The application shall contain:

- (a) The name and address of the applicant;
- (b) The trade or all other fictitious names, if any, under which the applicant does business or proposes to do business;
- (c) The location and description of the place or places from which the ambulance service operates or is intended to be operated;
- (d) A description of each ambulance which the applicant operates or intends to operate within the license year, including the make, model, year of manufacture, serial number, and the classification thereof under the Act;
- (e) Proof of liability insurance to sufficiently protect the public during their utilization of this service;
- (f) A letter of affirmation from the local or other EMS Resource Hospital stating that the ambulance service and EMT personnel functioning with that service meet or exceed all current Illinois EMS Act and the Division of Highway Safety and EMS of the Illinois Department of Public Health rules and regulations and will be functioning as a prehospital patient care ambulance provided under the supervision of the EMS Resource Hospital's Project Medical Director;
- (g) Such other information as the City Manager may reasonably require in the administration of the provisions of this Chapter.

(Amended, Ordinance No. 98-06, February 16, 1998)

5. **LICENSE FEE.** All applications for licenses or renewal thereof shall be accompanied by an application fee of Four Hundred Dollars (\$400.00) for the license year which shall commence on October 1 and end the following September 30.

(Amended, Ordinance No. 2016-89, November 21, 2016)

6. **NOTICE OF PUBLIC HEARING.** Within a reasonable time after an application for original license is filed with the Finance Department, a public hearing shall be, and in the case of application for renewal of license a hearing may be, held by the City Manager, or his designee, notice of the time and place whereof shall be published once in a newspaper of general circulation in the City not less than ten days prior to said hearing, and a copy of which said notice shall be served, either personally or by mail, upon the applicant and upon each ambulance service then currently licensed by the City.

(Amended, Ordinance No. 89-42, May 1, 1989)

7. **CONDUCT OF PUBLIC HEARING.** Such hearing officer may consider that which is submitted concerning any item contained within such application; the experience and responsibility of the applicant; the effect the proposed service may have on the general health, safety and welfare of the community; and such other matters as may to such officer appear to be germane, and such officer shall file with the Clerk a report in writing of findings and conclusions with regard thereto, which said report shall specifically, in addition to whatever else may be reported, state findings as to;

(a) Whether or not the public is, at the time, reasonably adequately served.

(b) Whether or not convenience and necessity require the proposed service.

(c) Whether or not the proposed service location, personnel, equipment, vehicles and operation comply with the provisions of this Chapter.

- (d) Whether or not the license applied for should be granted.

8. **COUNCIL REVIEW.** Any party aggrieved by the conclusions of such hearing officer as to whether or not a license should be granted may, within ten days from the date such report is filed with the Clerk, file a request with the Clerk for Council review of said report, whereafter the Council shall consider the report and may make or cause to be made such additional investigation or inquiry as it deems advisable, whereafter the Council may make such determination in the matter as appears to it to be in the best interest of the general health, safety and welfare of the community.

9. **LICENSED VEHICLES.** At all times when an ambulance is in use in the City as an ambulance, the same shall:

- (a) Be currently licensed by the Division of Highway Safety and EMS of the Illinois Department of Public Health and be equipped and staffed as provided by the Act and the rules and regulations promulgated thereunder.

- (b) Be equipped with a mobile data computer (MDC) and an automatic vehicle locator (AVL) that is interoperable with the Decatur Fire Department's CAD system.

- (c) Be adequately insured with liability insurance in an amount to sufficiently protect the public and naming the City of Decatur as an additional insured.

(Amended, Ordinance No. 98-06, February 16, 1998)

10. **DRIVER AND ATTENDANT.** Each ambulance, while in use in the City as an ambulance, shall be operated by a driver and attendant each of whom shall be currently Illinois licensed as an Emergency Medical Technician commensurate with the Act licensed level of the ambulance to which the driver and attendant are assigned.

(Amended, Ordinance No. 98-06, February 16, 1998)

11. **EMERGENCY MEDICAL TECHNICIANS.** Each licensed ambulance service operating within the City of Decatur, shall provide a minimum of four Illinois licensed Emergency

Medical Technicians on duty at all times with an additional two such Illinois licensed Emergency Medical Technicians on immediate reserve.

12. EMERGENCY MEDICAL TECHNICIANS' REQUIREMENTS. Each Illinois licensed Emergency Medical Technicians who is functioning at any EMT level with the ambulance service must:

(a) Be affiliated with the local or other EMS Resource Hospital and be approved to function within the EMS System which serves the City and be approved to function under the supervision of the EMS Resource Hospital's EMS Project Medical Director. (Amended, Ordinance No. 98-06, February 16, 1998)

(b) Be trained annually on the Decatur Fire Department's Incident Command System with proof of such initial training provided to the Decatur Fire Chief by August 7, 2019 and annually thereafter.

(c) Be trained in Hazardous Material Awareness by August 7, 2019.

(d) Be trained in Technical Rescue Awareness by August 7, 2019.

(e) Be trained to the National Incident Management System (NIMS) 100 and 700 level within 90 days of their date of hire.

(f) Be trained and certified under the NIMS compliant with or equivalent to NIMS 100, 200, 300, 400, 70, and 800 if acting in a management or supervisory role as defined in NIMS laws, rules and regulations.

13. CONTINUOUS OPERATION. Each licensed ambulance service shall be operated continuously at all hours of every day and shall be so constituted as to provide on continuous duty two Mobile Intensive Care Units equipped and staffed so as to be capable of performing Advanced Life Support.

14. **INCIDENT COMMAND.** The Fire Chief, or his or her designee, shall be in command of all incidents within the City of Decatur. The ambulance service shall assimilate into the incident command system and operate with the Medical Division under the medical group. The ambulance service shall maintain authority and responsibility on all patient care matters and decisions.

15. **RECORDS.** Each ambulance service licensed by the City shall keep such adequate records of its equipment and the maintenance thereof, a log of calls and responses, and records regarding its personnel, as the Decatur Fire Chief may direct.

16. **RESPONSE TIME PERFORMANCE.** Each ambulance service licensed to operate within the City of Decatur shall meet specific response criteria. Response times shall be calculated from the hour, minute, and second the call is given by the dispatching agency to the ambulance service, to the hour, minute, and second the ambulance service's ALS transport unit arrives on scene. Each incident will be counted as a single response regardless of the number of units that respond.

(a) The ALS ambulance must arrive at the scene of all calls categorized as class B, C, D, or E as defined by the emergency medical dispatch system within eight (8) minutes of the time the call was received by the ambulance service from the dispatch agency, no less than ninety (90) percent of the time for all calls received during the calendar month.

(b) All non-code responses to calls categorized as class A or O as defined by the emergency medical dispatch system shall arrive on scene within twelve (12) minutes of the time the call was received by the ambulance service from the dispatching agency, no less than ninety (90) percent of the time all calls received during each calendar month.

(c) Any ambulance service licensed to operate within the City of Decatur shall provide to the Decatur Fire Chief or designee, a written monthly report of response time performance.

(d) At the reasonable request of the Fire Chief, an audit of response times provided by an ambulance service may be conducted. The cost of the audit will be charged to the ambulance service.

17. **CHANGE IN OPERATIONS.** Any change of vehicles, personnel, location, or substantial change in operating procedures, from that contained in the application for the license currently in effect and supporting data, shall be promptly reported in writing to Licensing in the City of Decatur Finance Department and the Decatur Fire Chief.

18. **COOPERATION.** All ambulance services licensed by the City and the personnel thereof shall cooperate with one another and with the other public safety and emergency services of and operating within the City, both generally and specifically at the scene of an emergency. An ambulance must be provided at no charge to the City for every Condition One fire.

19. **MANNER OF DISPATCH AND CALLS FOR SERVICE.** In the event there is more than one licensed ambulance service in the City of Decatur, the City's Fire Department shall determine the manner of dispatch. No ambulance service licensed by the City, or the personnel thereof, shall respond to a call for service directed to another such ambulance service unless requested so to do by the ambulance service originally called.

(a) Each licensed ambulance service shall comply with all emergency dispatch procedures established by the City's Fire Department and any dispatching agency for the Fire Department.

(b) If for any reason a licensed ambulance service is not able to comply with the operational requirements set forth in this article it shall immediately report that status to the Fire Department in accordance with the Decatur Fire Chief's emergency dispatch procedures.

(c) An ambulance service shall not respond to any requests for emergency assistance unless it is in compliance with the operational requirements set forth in this article and it's

specifically authorized to respond by the Decatur Fire Chief or the designee as provided for in the Decatur Fire Chief's emergency dispatch procedures.

(d) Personnel affiliated with a licensed ambulance service or hospital who wish to respond to an emergency scene in an emergency vehicle other than an ambulance must:

- (1) Identify their response to the Central Illinois regional Dispatch Center;
- (2) Be in compliance with all City, State, or Federal laws and regulations in regard to emergency response;
- (3) Be in compliance with the current Emergency Medical Dispatch System; and shall not respond to Alpha, Bravo, or Omega calls with the use of lights and sirens;
- (4) Have insurance naming the City as an additional insured.

(e) An ambulance service licensed to operate within the Decatur City limits shall have in place and utilize the current system used for Emergency Medical Dispatch (EMD).

20. **MONITORING POLICE OR FIRE CALLS.** Responses originated by monitoring Emergency Communications Center radio communications in the absence of specific radio or telephone request from the concerned Department directed specifically to the responding ambulance service is prohibited. (Amended, Ordinance No. 98-06; Ordinance No. 90-35)

21. **REVOCATION.** In addition to any penalty that may be provided in this Chapter, violation of any of the provisions hereof, or a failure to comply with any of the standards or qualifications provided herein after reasonable notice and an opportunity to so comply, may be grounds for suspension or revocation by the City Manager of license and the privileges thereunder, which once revoked shall not again be granted the same person, firm or entity, or any such firm or entity made up in part of the person or persons formerly of interest in the revoked license or privileges.

22. **REVOCATION HEARING.** Any licensee whose license is revoked, or is suspended for a period of more than thirty days, may request a statement in writing of the reason or reasons for such action, and may by filing a request with the City Clerk within ten days after being notified of such action, be heard by the City Manager, or his designee, with regard thereto, at which hearing anything touching upon any aspect of the license, the license privileges, the vehicles, equipment, operation, personnel, qualifications, character or any other consideration involving the licensee or the ambulance service of such licensee may be considered. A report of findings and conclusions shall be made and filed and the same may be further considered all in the same manner and time and upon the same notice as is provided with regard to hearings on applications.

23. **RULES AND REGULATIONS.** The City Manager is authorized to make such reasonable rules and regulations not contrary to or in conflict with the provisions of this Chapter, as he may deem necessary or desirable to implement, clarify, refine or enforce the provisions hereof.

24. **PENALTY.** Any person, firm or corporation who shall violate any provision of this Chapter shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor more than Five Hundred Dollars (\$500.00) for each offense and each day a violation occurs or continues shall be considered a separate offense. (Amended, Ordinance No. 2011-72, October 31, 2011)

ORDINANCE NO. _____
ORDINANCE AMENDING CITY CODE
- CHAPTER 53 -
- AMBULANCE SERVICE -

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

Section 1. That Chapter 53 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 4, so that Section 4 as so modified and amended, shall provide as follows:

4. **APPLICATION.** Applications for a license to operate an ambulance, and renewal thereof, shall be made upon forms prescribed by the City Manager. Completed applications shall be forwarded to Licensing in the Finance Department...

Section 2. That Chapter 53 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 9, so that Section 9 as so modified and amended, shall provide as follows:

9. **LICENSED VEHICLES.** At all times when an ambulance is in use in the City as an ambulance, the same shall:

(a) Be currently licensed by the Division of Highway Safety and EMS of the Illinois Department of Public Health and be equipped and staffed as provided by the Act and the rules and regulations promulgated thereunder.

(b) Be equipped with a mobile data computer (MDC) and an automatic vehicle locator (AVL) that is interoperable with the Decatur Fire Department's CAD system.

(c) Be adequately insured with liability insurance in an amount to sufficiently protect the public and naming the City of Decatur as an additional insured.

Section 3. That Chapter 53 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 11-24, so that Sections 11-24 as so modified and amended, shall provide as follows:

11. **EMERGENCY MEDICAL TECHNICIANS.** Each licensed ambulance service operating within the City of Decatur, shall provide a minimum of four Illinois licensed Emergency Medical Technicians on duty at all times with an additional two such Illinois licensed Emergency Medical Technicians on immediate reserve.

12. **EMERGENCY MEDICAL TECHNICIANS' REQUIREMENTS.** Each Illinois licensed Emergency Medical Technicians who is functioning at any EMT level with the ambulance service must:

(a) Be affiliated with the local or other EMS Resource Hospital and be approved to function within the EMS System which serves the City and be approved to function under the

supervision of the EMS Resource Hospital's EMS Project Medical Director. (Amended, Ordinance No. 98-06, February 16, 1998)

(b) Be trained annually on the Decatur Fire Department's Incident Command System with proof of such initial training provided to the Decatur Fire Chief by August 7, 2019 and annually thereafter.

(c) Be trained in Hazardous Material Awareness by August 7, 2019.

(d) Be trained in Technical Rescue Awareness by August 7, 2019.

(e) Be trained to the National Incident Management System (NIMS) 100 and 700 level within 90 days of their date of hire.

(f) Be trained and certified under the NIMS compliant with or equivalent to NIMS 100, 200, 300, 400, 70, and 800 if acting in a management or supervisory role as defined in NIMS laws, rules and regulations.

13. **CONTINUOUS OPERATION.** Each licensed ambulance service shall be operated continuously at all hours of every day and shall be so constituted as to provide on continuous duty two Mobile Intensive Care Units equipped and staffed so as to be capable of performing Advanced Life Support.

14. **INCIDENT COMMAND.** The Fire Chief, or his or her designee, shall be in command of all incidents within the City of Decatur. The ambulance service shall assimilate into the incident command system and operate with the Medical Division under the medical group. The ambulance service shall maintain authority and responsibility on all patient care matters and decisions.

15. **RECORDS.** Each ambulance service licensed by the City shall keep such adequate records of its equipment and the maintenance thereof, a log of calls and responses, and records regarding its personnel, as the Decatur Fire Chief may direct.

16. **RESPONSE TIME PERFORMANCE.** Each ambulance service licensed to operate within the City of Decatur shall meet specific response criteria. Response times shall be calculated from the hour, minute, and second the call is given by the dispatching agency to the ambulance service, to the hour, minute, and second the ambulance service's ALS transport unit arrives on scene. Each incident will be counted as a single response regardless of the number of units that respond.

(a) The ALS ambulance must arrive at the scene of all calls categorized as class B, C, D, or E as defined by the emergency medical dispatch system within eight (8) minutes of the time the call was received by the ambulance service from the dispatch agency, no less than ninety (90) percent of the time for all calls received during the calendar month.

(b) All non-code responses to calls categorized as class A or O as defined by the emergency medical dispatch system shall arrive on scene within twelve (12) minutes of the time the call was received by the ambulance service from the dispatching agency, no less than ninety (90) percent of the time all calls received during each calendar month.

(c) Any ambulance service licensed to operate within the City of Decatur shall provide to the Decatur Fire Chief or designee, a written monthly report of response time performance.

(d) At the reasonable request of the Fire Chief, an audit of response times provided by an ambulance service may be conducted. The cost of the audit will be charged to the ambulance service.

17. **CHANGE IN OPERATIONS.** Any change of vehicles, personnel, location, or substantial change in operating procedures, from that contained in the application for the license

currently in effect and supporting data, shall be promptly reported in writing to Licensing in the City of Decatur Finance Department and the Decatur Fire Chief.

18. **COOPERATION.** All ambulance services licensed by the City and the personnel thereof shall cooperate with one another and with the other public safety and emergency services of and operating within the City, both generally and specifically at the scene of an emergency. An ambulance must be provided at no charge to the City for every Condition One fire.

19. **MANNER OF DISPATCH AND CALLS FOR SERVICE.** In the event there is more than one licensed ambulance service in the City of Decatur, the City's Fire Department shall determine the manner of dispatch. No ambulance service licensed by the City, or the personnel thereof, shall respond to a call for service directed to another such ambulance service unless requested so to do by the ambulance service originally called.

(a) Each licensed ambulance service shall comply with all emergency dispatch procedures established by the City's Fire Department and any dispatching agency for the Fire Department.

(b) If for any reason a licensed ambulance service is not able to comply with the operational requirements set forth in this article it shall immediately report that status to the Fire Department in accordance with the Decatur Fire Chief's emergency dispatch procedures.

(c) An ambulance service shall not respond to any requests for emergency assistance unless it is in compliance with the operational requirements set forth in this article and it's specifically authorized to respond by the Decatur Fire Chief or the designee as provided for in the Decatur Fire Chief's emergency dispatch procedures.

(d) Personnel affiliated with a licensed ambulance service or hospital who wish to respond to an emergency scene in an emergency vehicle other than an ambulance must:

(1) Identify their response to the Central Illinois regional Dispatch Center;

(2) Be in compliance with all City, State, or Federal laws and regulations in regard to emergency response;

(3) Be in compliance with the current Emergency Medical Dispatch System; and shall not respond to Alpha, Bravo, or Omega calls with the use of lights and sirens;

(4) Have insurance naming the City as an additional insured.

(e) An ambulance service licensed to operate within the Decatur City limits shall have in place and utilize the current system used for Emergency Medical Dispatch (EMD).

20. **MONITORING POLICE OR FIRE CALLS.** Responses originated by monitoring Emergency Communications Center radio communications in the absence of specific radio or telephone request from the concerned Department directed specifically to the responding ambulance service is prohibited. (Amended, Ordinance No. 98-06; Ordinance No. 90-35)

21. **REVOCATION.** In addition to any penalty that may be provided in this Chapter, violation of any of the provisions hereof, or a failure to comply with any of the standards or qualifications provided herein after reasonable notice and an opportunity to so comply, may be grounds for suspension or revocation by the City Manager of license and the privileges thereunder, which once revoked shall not again be granted the same person, firm or entity, or any such firm or entity made up in part of the person or persons formerly of interest in the revoked license or privileges.

22. **REVOCATION HEARING.** Any licensee whose license is revoked, or is suspended for a period of more than thirty days, may request a statement in writing of the reason or reasons for such action, and may by filing a request with the City Clerk within ten days after being notified of such action, be heard by the City Manager, or his designee, with regard thereto, at which hearing anything touching upon any aspect of the license, the license privileges, the vehicles, equipment,

operation, personnel, qualifications, character or any other consideration involving the licensee or the ambulance service of such licensee may be considered. A report of findings and conclusions shall be made and filed and the same may be further considered all in the same manner and time and upon the same notice as is provided with regard to hearings on applications.

23. **RULES AND REGULATIONS.** The City Manager is authorized to make such reasonable rules and regulations not contrary to or in conflict with the provisions of this Chapter, as he may deem necessary or desirable to implement, clarify, refine or enforce the provisions hereof.

24. **PENALTY.** Any person, firm or corporation who shall violate any provision of this Chapter shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor more than Five Hundred Dollars (\$500.00) for each offense and each day a violation occurs or continues shall be considered a separate offense. (Amended, Ordinance No. 2011-72, October 31, 2011)

Section 4. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of August, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2018.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 53

AMBULANCE SERVICE

1. **WORDS AND PHRASES.** Unless otherwise defined herein, the words and phrases used in this Chapter shall have the meanings ascribed thereto in The Illinois Vehicle Code or in the Illinois Emergency Medical Services (EMS) Systems Act (the Act) and the administrative rules and regulations of the Division of Highway Safety and Emergency Medical Services of the Illinois Department of Public Health promulgated thereunder.

(Amended, Ordinance No. 98-06, February 16, 1998)

2. **LICENSE REQUIRED.** No person, firm or corporation shall furnish, operate, conduct, maintain, or engage in the operation of an ambulance service within the City without having a valid current City license for such service, except in the case of catastrophe wherein the number of ambulances needed exceeds the number available from licensed services.

3. **AMBULANCE SERVICE DEFINED.** "Ambulance service within the City" means the transportation by medical transport vehicle from a place within the City to some other place of persons who are sick, injured, wounded or otherwise incapacitated or helpless whether in emergency or otherwise in vehicles based within the City. Ambulance means any publicly or privately-owned vehicle that is specifically designed, constructed or modified and equipped, and is intended to be used for, and maintained and operated for the emergency transportation of persons who are sick, injured, wounded or otherwise incapacitated or helpless (Emergency Medical Services (EMS) Systems Act, 210 ILCS 50). It does not include transportation of such persons from outside the City to hospitals or other places within the -City by -ambulance services

Revised 11/2016

based outside the City, or the transportation of such persons from hospitals or other places within the City to places in locales where such ambulance services are based outside the City, or does it include transportation of handicapped persons under programs operated by or on behalf of the City. (Amended, Ordinance No. 98-06, February 16, 1998)

4. **APPLICATION.** Applications for a license to operate an ambulance, and renewal thereof, shall be made upon forms prescribed by the City Manager. Completed applications shall be forwarded to Licensing in the Finance Department. The application shall contain:

- (a) The name and address of the applicant;
- (b) The trade or all other fictitious names, if any, under which the applicant does business or proposes to do business;
- (c) The location and description of the place or -places from which the ambulance service operates or is intended to be operated;
- (d) A description of each ambulance which the applicant operates or intends to operate within the license year, including the make, model, year of manufacture, serial number, and the classification thereof under the Act;
- (e) Proof of liability insurance to sufficiently protect the -public during their utilization of this service;
- (f) A letter of affirmation from the local or other EMS Resource Hospital stating that the ambulance service and EMT personnel functioning with that service meet or exceed all current Illinois EMS Act and the Division of Highway Safety and EMS of the Illinois Department of Public Health rules and regulations and will be functioning as a prehospital patient care ambulance provided under the supervision of the EMS Resource Hospital's Project Medical Director;

(g) Such other information as the City Manager may reasonably require in the administration of the provisions of this Chapter.

(Amended, Ordinance No. 98-06, February 16, 1998)

5. **LICENSE FEE.** All applications for licenses or renewal thereof shall be accompanied by an application fee of Four Hundred Dollars (\$400.00) for the license year which shall commence on October 1 and end the following September 30.

(Amended, Ordinance No. 2016-89, November 21, 2016)

6. **NOTICE OF PUBLIC HEARING.** Within a reasonable time after an application for original license is filed with the Finance Department, a public hearing shall be, and in the case of application for renewal of license a hearing may be, held by the City Manager, or his designee, notice of the time and place whereof shall be published once in a newspaper of general circulation in the City not less than ten days prior to said hearing, and a copy of which said notice shall be served, either personally or by mail, upon the applicant and upon each ambulance service then currently licensed by the City.

(Amended, Ordinance No. 89-42, May 1, 1989)

7. **CONDUCT OF PUBLIC HEARING.** Such hearing officer may consider that which is submitted concerning any item contained within such application; the experience and responsibility of the applicant; the effect the proposed service may have on the general health, safety and welfare of the community; and such other matters as may to such officer appear to be germane, and such officer shall file with the Clerk a report in writing of findings and conclusions with regard thereto, which said report shall specifically, in addition to whatever else may be reported, state findings as to;

(a) Whether or not the public is, at the time, reasonably adequately served.

(b) Whether or not convenience and necessity -require the proposed service.

(c) Whether or not the proposed service location, personnel, equipment, vehicles and operation comply with the provisions of this Chapter.

(d) Whether or not the license applied for should be granted.

8. **COUNCIL REVIEW.** Any party aggrieved by the conclusions of such hearing officer as to whether or not a license should be granted may, within ten days from the date such report is filed with the Clerk, file a request with the Clerk for Council review of said report, whereafter the Council shall consider the report and may make or cause to be made such additional investigation or inquiry as it deems advisable, whereafter the Council may make such determination in the matter as appears to it to be in the best interest of the general health, safety and welfare of the community.

9. **LICENSED VEHICLES.** At all times when an ambulance is in use in the City as an ambulance, the same shall ~~be~~:

_____ (a) Be currently licensed by the Division of Highway Safety and EMS of the Illinois Department of Public Health and be equipped and staffed as provided by the Act and the rules and regulations promulgated thereunder.

_____ (b) Be equipped with a mobile data computer (MDC) and an automatic vehicle locator (AVL) that is interoperable with the Decatur Fire Department's CAD system.

_____ (c) Be adequately insured with liability insurance in an amount to sufficiently protect the public and naming the City of Decatur as an additional insured.

(Amended, Ordinance No. 98-06, February 16, 1998)

10. **DRIVER AND ATTENDANT.** Each ambulance, while in use in the City as an ambulance, shall be operated by a driver and attendant each of whom shall be currently Illinois

licensed as an Emergency Medical Technician commensurate with the Act licensed level of the ambulance to which the driver and attendant are assigned.

(Amended, Ordinance No. 98-06, February 16, 1998)

11. **EMERGENCY MEDICAL TECHNICIANS.** Each licensed ambulance service operating within the City of Decatur, shall provide a minimum of four Illinois licensed Emergency Medical Technicians on duty at all times with an additional two such Illinois licensed Emergency Medical Technicians on immediate reserve.

12. The **EMERGENCY MEDICAL TECHNICIANS' REQUIREMENTS.** Each Illinois licensed Emergency Medical Technicians who ~~are~~is functioning at any EMT level with the ambulance service must ~~be~~:

(a) Be affiliated with the local or other EMS Resource Hospital and be approved to function within the EMS System which serves the City and be approved to function under the supervision of the EMS Resource Hospital's EMS Project Medical Director. (Amended, Ordinance No. 98-06, February 16, 1998)

(b) Be trained annually on the Decatur Fire Department's Incident Command System with proof of such initial training provided to the Decatur Fire Chief by August 7, 2019 and annually thereafter.

(c) Be trained in Hazardous Material Awareness by August 7, 2019.

(d) Be trained in Technical Rescue Awareness by August 7, 2019.

(e) Be trained to the National Incident Management System (NIMS) 100 and 700 level within 90 days of their date of hire.

(f) Be trained and certified under the NIMS compliant with or equivalent to NIMS 100, 200, 300, 400, 70, and 800 if acting in a management or supervisory role as defined in NIMS laws, rules and regulations.

13. ~~12.~~ **CONTINUOUS OPERATION.** Each licensed ambulance service shall be operated continuously at all hours of every day and shall be so constituted as to provide on continuous duty two Mobile Intensive Care Units equipped and staffed so as to be capable of performing Advanced Life Support.

~~13~~**14. INCIDENT COMMAND.** The Fire Chief, or his or her designee, shall be in command of all incidents within the City of Decatur. The ambulance service shall assimilate into the incident command system and operate with the Medical Division under the medical group. The ambulance service shall maintain authority and responsibility on all patient care matters and decisions.

15. RECORDS. Each ambulance service licensed by the City shall keep such adequate records of its equipment and the maintenance thereof, a log of calls and responses, and records regarding its personnel, as the ~~City Manager~~Decatur Fire Chief may direct.——

——~~14. CHANGE IN OPERATIONS. Any change of vehicles, personnel or location, and any~~

16. RESPONSE TIME PERFORMANCE. Each ambulance service licensed to operate within the City of Decatur shall meet specific response criteria. Response times shall be calculated from the hour, minute, and second the call is given by the dispatching agency to the ambulance service, to the hour, minute, and second the ambulance service's ALS transport unit arrives on scene. Each incident will be counted as a single response regardless of the number of units that respond.

(a) The ALS ambulance must arrive at the scene of all calls categorized as class B, C, D, or E as defined by the emergency medical dispatch system within eight (8) minutes of the time the call was received by the ambulance service from the dispatch agency, no less than ninety (90) percent of the time for all calls received during the calendar month.

(b) All non-code responses to calls categorized as class A or O as defined by the emergency medical dispatch system shall arrive on scene within twelve (12) minutes of the time the call was received by the ambulance service from the dispatching agency, no less than ninety (90) percent of the time all calls received during each calendar month.

(c) Any ambulance service licensed to operate within the City of Decatur shall provide to the Decatur Fire Chief or designee, a written monthly report of response time performance.

(d) At the reasonable request of the Fire Chief, an audit of response times provided by an ambulance service may be conducted. The cost of the audit will be charged to the ambulance service.

17. **CHANGE IN OPERATIONS.** Any change of vehicles, personnel, location, or substantial change in operating procedures, from that contained in the application for the license currently in effect and supporting data, shall be promptly reported ~~to the City Manager~~in writing to Licensing in the City of Decatur Finance Department and the Decatur Fire Chief.

~~15~~18. **COOPERATION.** All ambulance services licensed by the City and the personnel thereof shall cooperate with one another and with the other public safety and emergency services of and operating within the City, both generally and specifically at the scene of an emergency. An ambulance must be provided at no charge to the City for every Condition One fire.

1619. MANNER OF DISPATCH AND.—CALLS FOR SERVICE. In the event there is more than one licensed ambulance service in the City of Decatur, the City's Fire Department shall determine the manner of dispatch. No ambulance service licensed by the City, or the personnel thereof, shall respond to a call for service directed to another such ambulance service unless requested so to do by the ambulance service originally called.

17(a) Each licensed ambulance service shall comply with all emergency dispatch procedures established by the City's Fire Department and any dispatching agency for the Fire Department.

(b) If for any reason a licensed ambulance service is not able to comply with the operational requirements set forth in this article it shall immediately report that status to the Fire Department in accordance with the Decatur Fire Chief's emergency dispatch procedures.

(c) An ambulance service shall not respond to any requests for emergency assistance unless it is in compliance with the operational requirements set forth in this article and it's specifically authorized to respond by the Decatur Fire Chief or the designee as provided for in the Decatur Fire Chief's emergency dispatch procedures.

(d) Personnel affiliated with a licensed ambulance service or hospital who wish to respond to an emergency scene in an emergency vehicle other than an ambulance must:

(1) Identify their response to the Central Illinois regional Dispatch Center;

(2) Be in compliance with all City, State, or Federal laws and regulations in regard to emergency response;

(3) Be in compliance with the current Emergency Medical Dispatch System; and shall not respond to Alpha, Bravo, or Omega calls with the use of lights and sirens;

(4) Have insurance naming the City as an additional insured.

(e) An ambulance service licensed to operate within the Decatur City limits shall have in place and utilize the current system used for Emergency Medical Dispatch (EMD).

20. MONITORING POLICE OR FIRE CALLS. Responses originated by monitoring Emergency Communications Center radio communications in the absence of specific radio or telephone request from the concerned Department directed specifically to the responding ambulance service is prohibited. (Amended, Ordinance No. 98-06; Ordinance No. 90-35)

~~1821.~~ **REVOCATION.** In addition to any penalty that may be provided in this Chapter, violation of any of the provisions hereof, or a failure to comply with any of the standards or qualifications provided herein after reasonable notice and an opportunity to so comply, may be grounds for suspension or revocation by the City Manager of license and the privileges thereunder, which once revoked shall not again be granted the same person, firm or entity, or any such firm or entity made up in part of the person or persons formerly of interest in the revoked license or privileges.

~~1922.~~ **REVOCATION HEARING.** Any licensee whose license is revoked, or is suspended for a period of more than thirty days, may request a statement in writing of the reason or reasons for such action, and may by filing a request with the City Clerk within ten days after being notified of such action, be heard by the City Manager, or his designee, with regard thereto, at which hearing anything touching upon any aspect of the license, the license privileges, the vehicles, equipment, operation, personnel, qualifications, character or any other consideration involving the licensee or the ambulance service of such licensee may be considered. A report of findings and conclusions shall be made and filed and the same may be further considered all in the

same manner and time and upon the same notice as is provided with regard to hearings on applications.

2023. RULES AND REGULATIONS. The City Manager is authorized to make such reasonable rules and regulations not contrary to or in conflict with the provisions of this Chapter, as he may deem necessary or desirable to implement, clarify, refine or enforce the provisions hereof.

2124. PENALTY. Any person, firm or corporation who shall violate any provision of this Chapter shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor more than Five Hundred Dollars (\$500.00) for each offense and each day a violation occurs or continues shall be considered a separate offense. (Amended, Ordinance No. 2011-72, October 31, 2011)

Economic & Community Development

DATE: 8/6/2018

MEMO: No. 18-24

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Billy Tyus, Interim City Manager
Raymond Lai, AICP, Economic and Community Development Director
Joselyn A. Stewart, Transportation Planner

SUBJECT:

Rezoning at 1201 East Wood Street from B-1 Neighborhood Shopping District to B-2 Commercial District

SUMMARY RECOMMENDATION:

Staff recommends approval of the re-zoning. The City Plan Commission voted 6-0 to recommend approval of this petition at the July 5, 2018 meeting; the relevant minutes of the meeting are attached.

BACKGROUND:

The subject site located at 1201 East Wood Street is currently zoned both B-1 Neighborhood Shopping District and B-2 Commercial District. It consists of approximately 0.75 acres and is currently occupied by a vacant commercial building.

The petitioner proposes to rezone the southern portion of the site (Lots 13-16) and the eastern most portion (Lot 9) of the site from B-1 Neighborhood Shopping District to B-2 Commercial District in order to create a uniform zoning district for the site.

The proposed B-2 zoning would be compatible and consistent with adjacent zoning and uses to the north, northwest and west. Also, rezoning the “B-1” District portion of the site to “B-2” District would bring uniformity in zoning for the entire site, i.e. B-2 District. As a result, this would allow zoning conformance to the existing commercial facility and any of its future expansion.

The subject site is located within a mixed-use area and rezoning to B-2 Commercial District should have no adverse effect on the general area or the City as a whole.

POTENTIAL OBJECTIONS: No objectors spoke at the Plan Commission meeting.

INPUT FROM OTHER SOURCES:

The petition has been reviewed by the City’s Technical Review Committee; Planning, Engineering and Fire.

STAFF REFERENCE: Any additional questions may be forwarded to Joselyn Stewart at 424-2782 or at jstewart@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY FROM
B-1 NEIGHBORHOOD SHOPPING DISTRICT TO B-2 COMMERCIAL DISTRICT
- 1201 EAST WOOD STREET -**

WHEREAS, on the 5th day of July, 2018, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Building Systems of IL, Inc., to rezone premises legally described as:

Lots Nine (9), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16) in Block Two (2) of John's First Addition to the City of Decatur, as per Plat recorded in Book 335, Page 248 of the records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Permanent Index Number: 04-12-14-426-027

from B-1 Neighborhood Shopping District to B-2 Commercial District; and,

WHEREAS, the Decatur City Plan Commission recommended that the prayer of said petition be granted.

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

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

Section 2. That said described premises be, and they are hereby, rezoned from B-1 Neighborhood Shopping District to B-2 Commercial District.

Section 3. That the Districts herein mentioned are those districts set forth and defined in Ordinance No. 3512 of the City of Decatur, Illinois, commonly known as the Zoning Ordinance, and all the provisions, regulations, restrictions and requirements therein set forth shall apply to the premises described herein.

Section 4. That the zoning of said premises as set out herein shall be shown and verified on the Zoning District Map as in such Ordinance No. 3512 provided and said District be, and it is hereby, amended and changed as herein set forth.

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of August, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



City of Decatur, Illinois

PETITION FOR REZONING

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

Economic and Urban Development Department

One Gary K. Anderson Plaza

Decatur, Illinois 62523-1196

424-2793

FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	B & R DEVELOPMENT, LLP				
Address	c/o Nancy Handegan, 100 S. Water Street, Suite 102				
City	Decatur	State	IL	Zip	62523
Telephone	217-422-2420	Fax		E-mail	
Property Owner	B & R DEVELOPMENT, LLP				
Address	c/o Nancy Handegan, 100 S. Water Street, Suite 102				
City	Decatur	State	IL	Zip	62521
Telephone	217-422-2420	Fax		E-mail	
Representative	Mary Cave, Chastain & Associates LLC				
Address	5 N. Country Club Road				
City	Decatur	State	IL	Zip	62521
Telephone	217-422-8544	Fax	217-422-0398	E-mail	mcave@chastainengineers.com

SECTION TWO: SITE INFORMATION

Street Address	1201 E. Wood Street					
Legal Description	Lots Nine (9), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16) in Block Two (2) of John's First Addition to the City of Decatur. PIN: 12-14-426-027 (Lots Ten (10), Eleven (11), and Twelve (12) are currently zoned B-2)					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development?
	☒ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES Approval Date: _____
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☒ NO
Please list all improvements on the site:						
Size of Tract	0.75	☐ SF	☒ AC			

SECTION THREE: REQUESTED ACTION

Rezoned Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development?
	☐ B-1	☒ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☒ NO
Other:						

Section Three Continued

Purpose Please state the purpose of the proposed rezoning.

Rezoning this property to B-2 is required to allow for the intended commercial uses of property. This property is currently dual zoned. Rezoning lots 9, 13, 14, 15 and 16 to B-2 will provide consistent zoning across the entire property.

SECTION FOUR: JUSTIFICATION

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

The petitioner is interested in developing a commercial area at the southeast corner of Wood and Jasper Streets. There is currently an existing building on site that would not be removed. Commercial uses in this area would be a natural expansion of the current commercial uses at north, west, and north west corners of the intersection. These corners are all currently zoned B-2.

SECTION FIVE: CERTIFICATION

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

**Petitioner's
Signature**

Mary E. Caul

Date 06/07/2018

NOTES:

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

OFFICE USE ONLY

Date Filed

By

Decatur City Plan Commission

1201 East Wood Street



Case No.: 18-23
Date: July 5, 2018
Petition of: B & R Development, LLP
Requested Action: Rezoning from B-1 to B-2



Legend

- Decatur Roads
- Decatur Zoning
- ▨ Subject Site

Decatur City Plan Commission

1201 East Wood Street



Case No.:

18-23

Date:

July 5, 2018

Petition of:

B & R Development, LLP

Requested Action:

Rezoning from B-1 to B-2



0 65 130 260 Feet

Legend

— Decatur Roads

□ Decatur Zoning

▨ Subject Site

STAFF REPORT

Decatur City Plan Commission

Hearing Date July 5, 2018
Case No. 18-23
Property Location 1201 East Wood Street
Request Rezoning 1201 East Wood Street from B-1 Neighborhood Shopping District to B-2 Commercial District
Petitioner B & R Development, LLP
Representative Mary Cave, Chastain & Associates LLC

BACKGROUND

The subject site located at 1201 East Wood Street is currently zoned both B-1 Neighborhood Shopping District and B-2 Commercial District. It consists of approximately 0.75 acres and is currently occupied by a vacant commercial building.

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Commercial vacant	B-1, B-2	Retail
North	Commercial	B-2	Retail
South	Single-Family Residence	R-3	Residential – Low Density
East	Single-Family Residence	R-3, R-5	Residential – Low Density
West	Single-Family Residence, Commercial	R-3, B-2	Residential – Low Density, Retail

PROJECT DESCRIPTION

The petitioner proposes to rezone the southern portion of the site (Lots 13-16) and the eastern most portion (Lot 9) of the site from B-1 Neighborhood Shopping District to B-2 Commercial District in order to create a uniform zoning district for the site.

STAFF ANALYSIS

The surrounding zoning districts include B-2 Commercial District to the north and northwest, R-3 Single-Family Residence District to the south, R-3 Single-Family Residence District and R-5 Two Family Residence District to the east, and R-3 Single-Family Residence District and B-2 Commercial District to the west. The Macon County and Decatur Comprehensive Plan shows this area as Residential – Low Density and Retail. The proposed B-2 zoning would be compatible and consistent with adjacent zoning and uses to the north, northwest and west. Also, rezoning the “B-1” District portion of the site to “B-2” District would bring uniformity in zoning for the entire site, i.e. B-2 District. As a result, this would allow zoning conformance to the existing commercial facility and any of its future expansion.

The subject site is located within a mixed-use area and rezoning to B-2 Commercial District should have no adverse effect on the general area or the City as a whole.

STAFF RECOMMENDATION

Staff recommends approval of the rezoning request.

PLAN COMMISSION ACTION

Section XXIX. requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for a final decision. A motion to forward Case 18-23 to City Council by the Plan Commission with a recommendation is warranted.

This report constitutes the testimony and recommendation of the Planning and Sustainability Division, Economic and Community Development Department, City of Decatur.

Joselyn Stewart
Transportation Planner

ATTACHMENTS

1. Petition
2. Location Map

Excerpts from Plan Commission Meeting of July 5, 2018:

Case No. 18-23 Petition of B & R DEVELOPMENT, LLP, to rezone property located at 1201 EAST WOOD STREET from B-1 Neighborhood Shopping District to B-2 Commercial District.

It was moved and seconded (Frantz/Myatt) to forward Case No. 18-23 to the City Council with a recommendation for approval as set forth in the staff report.

Mrs. Joselyn Stewart was sworn in by Ms. Tara Bachstein.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with the recommendation of staff:

The surrounding zoning districts include B-2 Commercial District to the north and northwest, R-3 Single-Family Residence District to the south, R-3 Single-Family Residence District and R-5 Two Family Residence District to the east, and R-3 Single-Family Residence District and B-2 Commercial District to the west. The Macon County and Decatur Comprehensive Plan shows this area as Residential – Low Density and Retail. The proposed B-2 zoning would be compatible and consistent with adjacent zoning and uses to the north, northwest and west. Also, rezoning the “B-1” District portion of the site to “B-2” District would bring uniformity in zoning for the entire site, i.e. B-2 District. As a result, this would allow zoning conformance to the existing commercial facility and any of its future expansion.

Section XXIX. requires the Plan Commission to hold a public hearing on a rezoning request, and forward its report and recommendation to the City Council for a final decision. A motion to forward Case 18-23 to City Council by the Plan Commission with a recommendation was warranted.

Mrs. Mary Cave, representative of the petitioner, was sworn in by Ms. Bachstein.

Mrs. Cave stated the petitioner was asking for the rezoning so the zoning of the property would be uniform for marketing.

There were no objectors present.

Upon call of the roll, Commission members Bill Clevenger, Bruce Frantz, Jack, Myatt, Mike Peoples, Tom Brinkoetter and Acting Chairman Kent Newton voted aye. Acting Chairman Newton declared the motion carried.

Economic & Community Development

DATE: 8/6/2018

MEMO: No. 18-25

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Billy Tyus, Interim City Manager
Raymond Lai, AICP, Economic and Community Development Director
Joselyn A. Stewart, Transportation Planner

SUBJECT:

Conditional Use Permit in the B-2 Commercial District to allow for mixed use - residential and any combination of office and/or commercial in the existing office building at 5130 Hickory Point Frontage Road

SUMMARY RECOMMENDATION:

Staff recommends approval of the Conditional Use Permit with the following conditions:

1. Two full sets of sealed architecture plans will be required due to the change in use of the building.
2. All residential units must be protected with an automatic sprinkler system, if three (3) or more residential units are proposed.
3. No more than fifty (50) percent of the number of units can be residential units.
4. All off-street parking shall meet the requirements of the Zoning Ordinance.
5. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to permits being released.

The City Plan Commission voted 6-0 to recommend approval of this petition at the July 5, 2018 meeting; the relevant minutes of the meeting are attached.

BACKGROUND:

The subject site contains a multi-story 14,895 square foot commercial building with office units and an attached garage on an approximately 1.07 acre site on the northeast corner of Interstate 72 and State Route 51. This subject site is zoned B-2 Commercial District.

The subject petition is a request for a Conditional Use Permit to allow for mixed use –

residential and any combination of office and/or commercial in the existing 3-story office building with multiple tenants in the B-2 District. Some of the office units are proposed to be converted to residential units.

Depending on the final number of office and residential units, adequate parking has to be provided that meets the minimum off-street parking requirements for both types of uses.

The Conditional Use Permit application has been reviewed by the City’s Technical Review Committee, with Planning and Sustainability Division, Engineering Division, and Fire Inspection Division have all approved the proposed mixed use development.

POTENTIAL OBJECTIONS: No objectors spoke at the Plan Commission meeting.

INPUT FROM OTHER SOURCES:

The petition has been reviewed by the City’s Technical Review Committee; Planning, Engineering and Fire.

STAFF REFERENCE: Any additional questions may be forwarded to Joselyn Stewart at 424-2782 or at jstewart@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

**ORDINANCE GRANTING CONDITIONAL USE PERMIT
TO ALLOW FOR MIXED USE-RESIDENTIAL AND ANY COMBINATION OF
OFFICE AND/OR COMMERCIAL IN ONE BUILDING
- 5130 HICKORY POINT FRONTAGE ROAD -**

WHEREAS, on the 5th day of July, 2018, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of the Christina Ly for a Conditional Use Permit under the provisions of Section XXII.A.2 of the Zoning Ordinance to allow for mixed use-residential and any combination of office and/or commercial in one building in the B-2 Commercial District on property located in the City of Decatur, Illinois and legally described as follows:

Lot Two (2) of Fifty-One and Seventy-Two Second Addition, a resubdivision of Lots One (1) and Two (2) of Fifty-One and Seventy-Two subdivision, as per Plat recorded in Book 1832 at page 230 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Permanent Index Number: 07-07-23-301-008

WHEREAS, said Decatur City Plan Commission recommended that such Conditional Use Permit be approved.

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

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

Section 2. That upon compliance with the conditions described herein, and in the site plan attached hereto and hereby made a part hereof as Exhibit A, said herein that a Conditional Use Permit be, and it is hereby, granted to Christina Ly as the petitioner, and only to Christina Ly to allow for mixed use-residential and any combination of office and/or commercial in one building in the B-2 Commercial District.

1. Two full sets of sealed architecture plans will be required due to the change in use of the building.
2. All residential units must be protected with an automatic sprinkler system, if three (3) or more residential units are proposed.
3. No more than fifty (50) percent of the number of units can be residential units.
4. All off-street parking shall meet the requirements of the Zoning Ordinance.
5. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to permits being released.

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

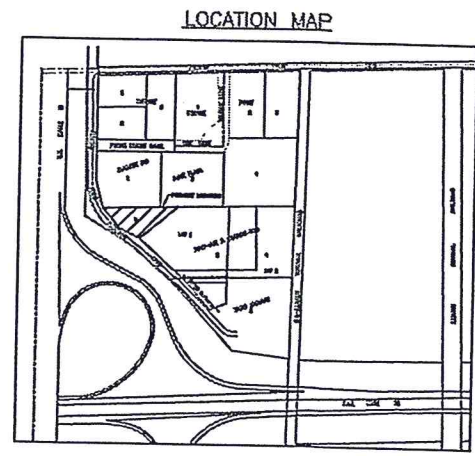
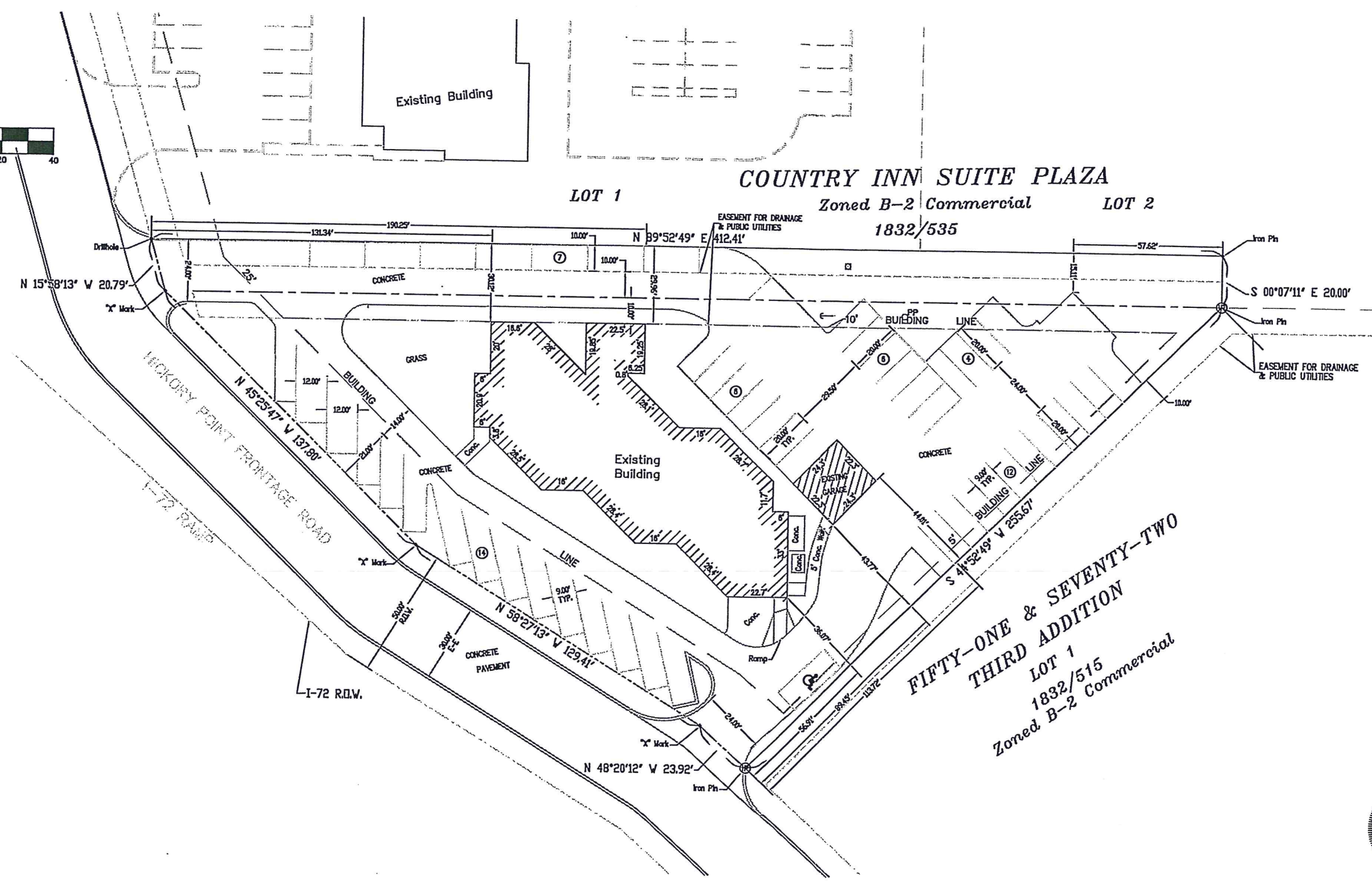
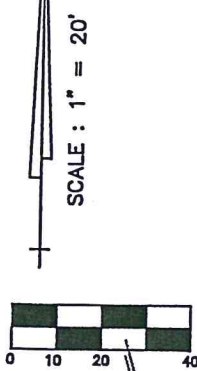
PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of August, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

Lot 2 of Fifty-One & Seventy-Two Second Addition, a subdivision of Lots 1 and 2 of Fifty-One and Seventy Two subdivision, as per plat recorded in Book 1232 at page 230 of the records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.



- NOTES**
1. PROPERTY IS LOCATED IN FLOOD ZONE C, AREAS OF MINOR FLOODING, AS PER FEMA MAP PANEL NO. 170429 0005 C ISSUED FOR THE CITY OF DECATUR, MACON COUNTY, ILLINOIS. EFFECTIVE DATE AUGUST 1, 1979.
 2. AREA OF PROPERTY = 1.07 ACRES
 3. PROPERTY IS ZONED B-2 Commercial
 4. BUILDING DIMENSIONS SHOWN ARE OUTSIDE MEASUREMENTS.
 5. BASIS OF BEARINGS SHOWN ON PLAT ARE ASSUMED.
 6. HICKORY POINT FRONTAGE ROAD IS A PUBLIC ROADWAY.
 7. PARKING SPACES PROVIDED = 50 CONCLUDES 1 HANDICAP SPACE
 8. THERE ARE NO ENCROACHMENTS FROM THE SUBJECT PREMISES ONTO ADJOINING LANDS, NOR FROM ADJOINING LANDS ONTO THE SUBJECT PREMISES, EXCEPT AS SHOWN HEREIN.
 9. TITLE COMMITMENT BY LAWYERS TITLE INSURANCE CORPORATION COMMITMENT NO. LT 13012 DATED DECEMBER 3, 2004

SURVEYOR CERTIFICATION

I HEREBY CERTIFY TO TX PARTNERS, LLC, HICKORY POINT BANK & TRUST CO, LAWYERS TITLE INSURANCE CORPORATION, ITS SUCCESSORS, ASSIGNS THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT WAS BASED WERE MADE (1) IN ACCORDANCE WITH MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1997, AND INCLUDES ITEMS 1, 2, 3, 6, 7(a), 7(c), 8, 9, 10, 11 OF TABLE A THEREOF, AND (2) PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY ALTA AND ACSM AND IN EFFECT ON THE DATE OF THE CERTIFICATION) OF AN URBAN SURVEY.

DATE _____



Phillip W. Cochran
Illinois Professional Land Surveyor No. 2458
License Expiration - 11/30/2008

ALTA SURVEY			
6100 HICKORY POINT FRONTAGE ROAD			
DECATUR, ILLINOIS			
PWC		Phillip W. Cochran, Consulting Engineer 20012 North Higgins Road, Suite 110, Decatur, IL 62526 Phone: (312) 875-3333 Fax: (312) 875-3371	
Drawn by	Reviewed by	Checked by	Project No.
Date	BY	DATE	
Drawn by	Reviewed by	Checked by	Project No.
Date	BY	DATE	
Drawn by	Reviewed by	Checked by	Project No.
Date	BY	DATE	

EXHIBIT A



City of Decatur, Illinois

PETITION FOR REZONING

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

Economic and Urban Development Department

One Gary K. Anderson Plaza

Decatur, Illinois 62523-1196

424-2793

FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	Christina Ly				
Address	2811 Glen Dixon Ct				
City	San Jose	State	CA	Zip	95148
Telephone	408-219-7740	Fax	N/A	E-mail	Rentsanjose@yahoo.com
Property Owner	Christina Ly				
Address	2811 Glen Dixon Ct				
City	San Jose	State	CA	Zip	95148
Telephone	408-219-7740	Fax		E-mail	rentsanjose@yahoo.com
Representative	John Stock / Hung Ly 408-2160-8321				
Address	225 S Main St Suite 200 Decatur IL 62523				
City		State		Zip	
Telephone	217 619 2578	Fax		E-mail	johnadvicue@realestate.com

SECTION TWO: SITE INFORMATION

Street Address	5130 HICKORY POINT FRONTAGE RD, DECATUR, IL					
Legal Description	Fifty one & seventy two 2nd addition 62526 a resurvey lots 1 & 2 - lot 2 97 BK 2699/864 Two subdivisions as per plot recorded book 1832 at page 230 Parcel 07-07-23-301-008					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development?
	☐ B-1	☒ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES Approval Date: _____
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☒ NO
Please list all improvements on the site:						
Size of Tract	1.07 ☐ SF ☒ AC Painting and clean up. Facility is fully ready to accommodate mixed residential studio efficiency and office use					

SECTION THREE: REQUESTED ACTION

Rezoned Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☒ NO
Other:	mixed commercial/residential use (conditional use permit)					

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

we propose conditional use permit to be approved for mixed residential / office use

SECTION FOUR: JUSTIFICATION

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

With the demand of residential for temporary and long term needs, we want to stay flexible in business for mixed use of the building to cater to the growth of Decatur and provide job opportunities to support the community.

SECTION FIVE: CERTIFICATION

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

Petitioner's Signature

Chelalia

Date

6/8/18

NOTES:

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

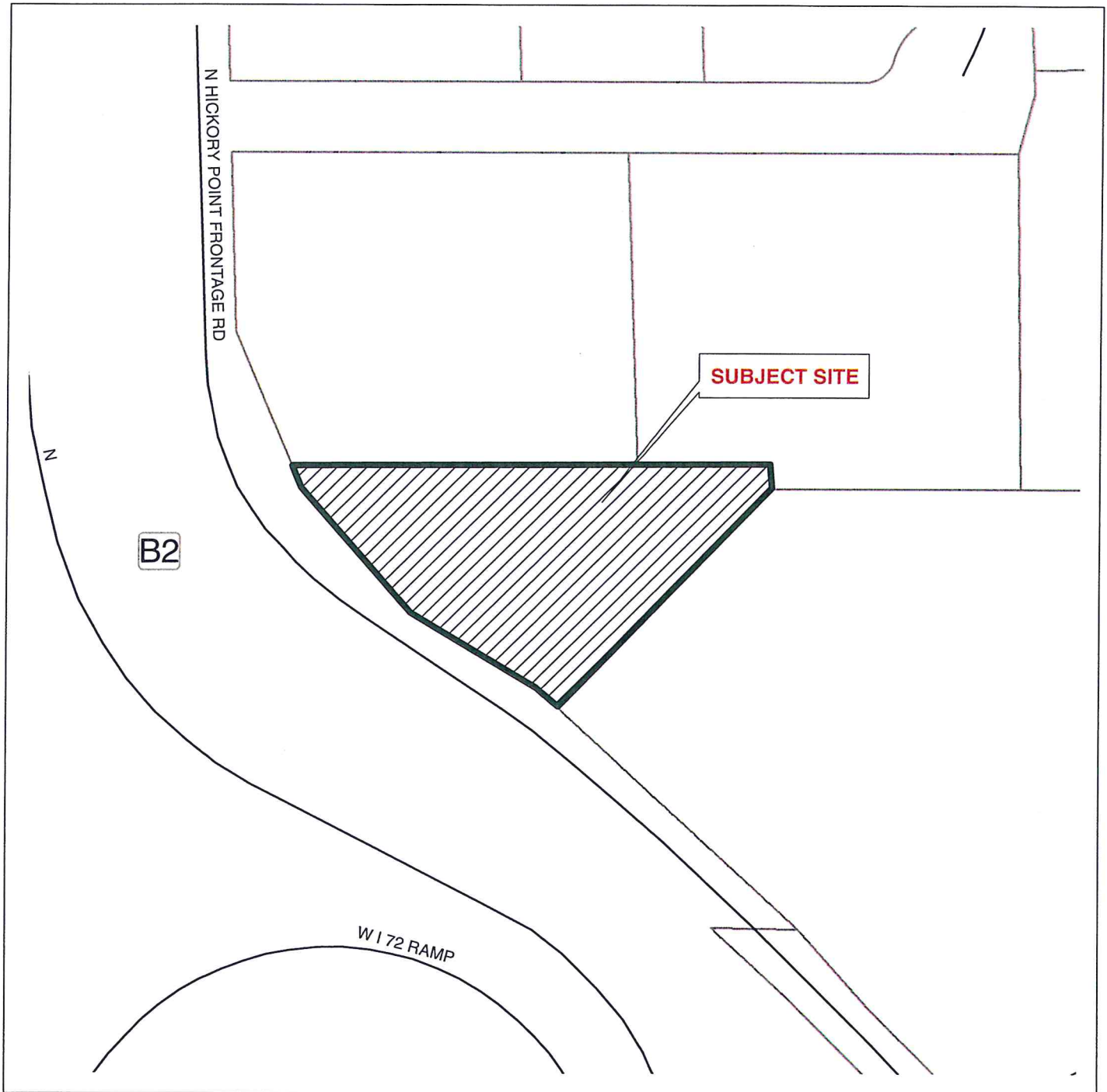
OFFICE USE ONLY

Date Filed

By

Decatur City Plan Commission

5130 Hickory Point Frontage Road



Case No.: 18-24
Date: July 5, 2018
Petition of: Christina Ly
Requested Action: CUP in the B-2 District



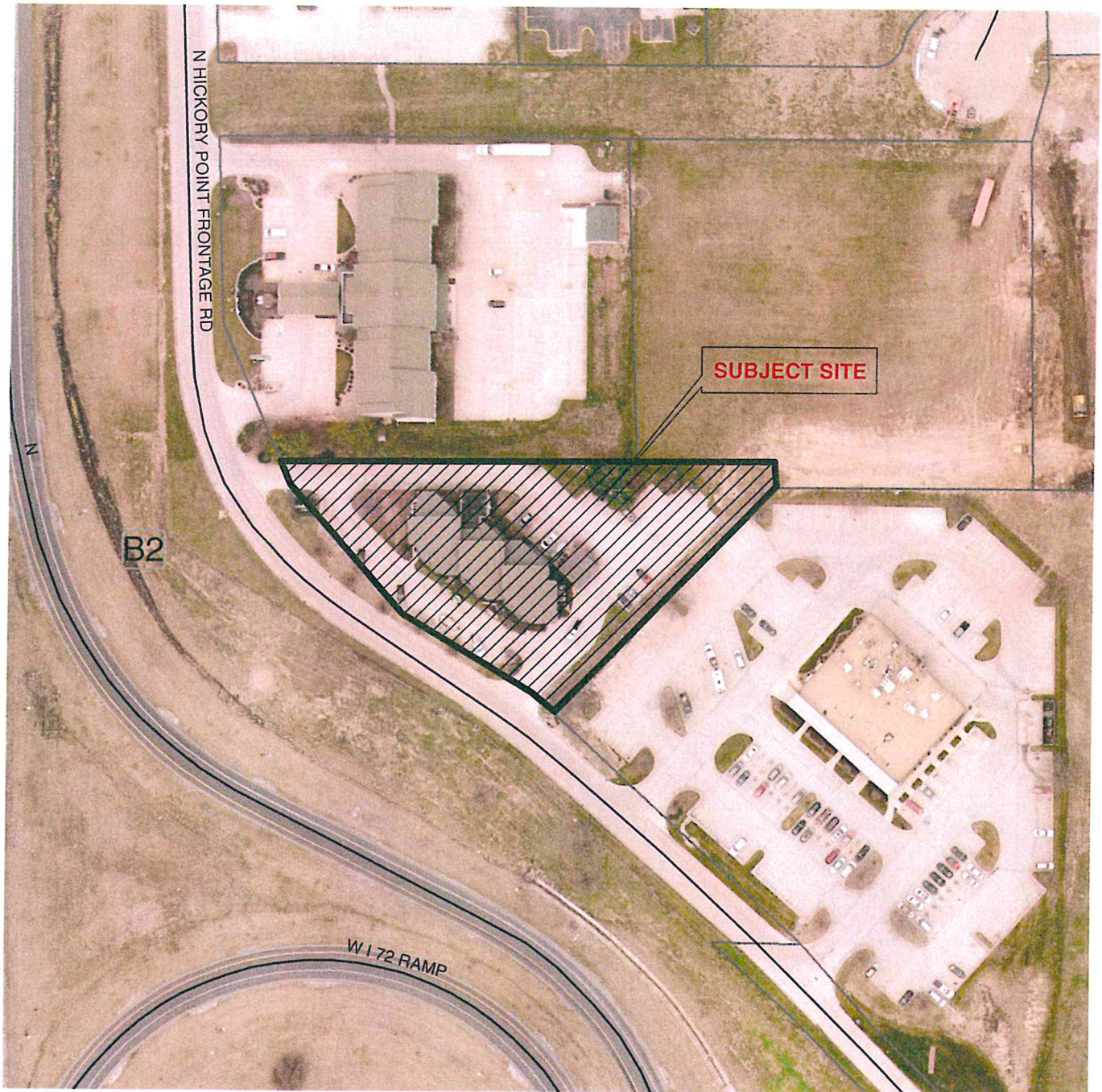
0 90 180 360 Feet

Legend

- Decatur Roads
- Decatur Zoning
- ▨ Subject Site

Decatur City Plan Commission

5130 Hickory Point Frontage Road



Case No.: 18-24
Date: July 5, 2018
Petition of: Christina Ly
Requested Action: CUP in the B-2 District



0 90 180 360 Feet

Legend

- Decatur Roads
- Decatur Zoning
- ▨ Subject Site

STAFF REPORT

Decatur City Plan Commission

Hearing Date July 5, 2018
Calendar No. 18-24
Property Location 5130 Hickory Point Frontage Road
Request Conditional Use Permit in the B-2 Commercial District to allow for mixed use – residential and any combination of office and/or commercial in one building
Petitioner Christina Ly
Representative John Stock, Hung Ly

BACKGROUND

The subject site contains a multi-story 14,895 square foot commercial building with office units and an attached garage on an approximately 1.07 acre site on the northeast corner of Interstate 72 and State Route 51. This subject site is zoned B-2 Commercial District.

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Commercial, (Office)	B-2	Retail
North	Commercial, (Hotel) Vacant Property	B-2	Retail
South	Interstate 72/ Rt. 51 Interchange	B-2	Retail
East	Commercial, (Retail/Restaurant)	B-2	Retail
West	Interstate 72/ Rt. 51 Interchange	B-2	Retail

PROJECT DESCRIPTION

The subject petition is a request for a Conditional Use Permit to allow for mixed use – residential and any combination of office and/or commercial in the existing 3-story office building with multiple tenants in the B-2 District. Some of the office units are proposed to be converted to residential units.

The petitioner proposes to have eight (8) commercial units ranging from 300 square feet to 2,400 square feet on the 1st floor and six (6) studio residential units ranging from 200 square feet to 745 square feet on the 2nd floor. There is currently a 4,000 square foot commercial unit in the basement that the petitioner wishes to convert into six (6) residential units in 2021.

STAFF ANALYSIS

Staff supports the requested Conditional Use Permit for a proposed mixed-use development of residential/commercial units as it will help to better serve the northern part of the community.

According to Section XXII.A.3. there are three standards which must be met in order to grant a Conditional Use Permit. The first standard requires that the use be “necessary for the public

convenience at the location.” The proposed use is generally compatible with the surrounding area and the mixed-use development will provide residential and commercial units for area residents and businesses in the northern part of the community. The location of the subject site allows easy access to Interstate 72 or Route 51. However, in keeping with the recommended use of the site for retail in the Comprehensive Plan and considering the surrounding uses, staff is of the opinion that the primary use of the building should remain as commercial. No more than 50% of the units should be residential.

Depending on the final number of office and residential units, adequate parking has to be provided that meets the minimum off-street parking requirements for both types of uses.

The proposed use also meets the second standard. The facility is located and designed to be operated in a manner in which the public health, safety and welfare will be protected. If the Conditional Use Permit is approved for three (3) or more residential units, the building would be classified as commercial with residential usage. Therefore, according to Section 903.2.8 of the 2009 International Building Code, all residential units must be protected with an automatic sprinkler system.

Lastly, the facility should not cause injury to the value of other properties in the areas as stated by the third standard. The commercial building has been at this location for a number of years and it seems not to have had any detrimental effects on the area.

The Conditional Use Permit application has been reviewed by the City’s Technical Review Committee, with Planning and Sustainability Division, Engineering Division, and Fire Inspection Division have all approved the proposed mixed use development.

STAFF RECOMMENDATION

Staff recommends approval of the petition with the following conditions:

1. Two full sets of sealed architecture plans will be required due to the change in use of the building.
2. All residential units must be protected with an automatic sprinkler system, if three (3) or more residential units are proposed.
3. No more than fifty (50) percent of the number of units can be residential units.
4. All off-street parking shall meet the requirements of the Zoning Ordinance.
5. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to permits being released.

PLAN COMMISSION ACTION

Section XXII.A.2. requires the Plan Commission to hold a public hearing on a Conditional Use Permit request, and then forward its report and recommendation to the City Council for a final decision. A motion to forward Calendar 18-24 to City Council by the Plan Commission with a recommendation for approval is suggested.

This report constitutes the testimony and recommendation of the Planning and Sustainability Division, Economic and Community Development Department, City of Decatur.

Joselyn Stewart
Transportation Planner

ATTACHMENTS

1. Petition
2. Location Map
3. Site Plan

Excerpts from Plan Commission Meeting of July 5, 2018:

Case No. 18-24 Petition of CHRISTINA LY, for a Conditional Use Permit in the B-2 Commercial District to allow for mixed use – residential and any combination of office and/or commercial in one building located at 5130 HICKORY POINT FRONTAGE ROAD.

It was moved and seconded (Frantz/Myatt) to forward Case No. 18-24 to the City Council with a recommendation for approval as set forth in the staff report.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with the recommendation of staff:

The subject site contains a multi-story 14,895 square foot commercial building with office units and an attached garage on an approximately 1.07 acre site on the northeast corner of Interstate 72 and State Route 51. This subject site is zoned B-2 Commercial District.

The subject petition is a request for a Conditional Use Permit to allow for mixed use – residential and any combination of office and/or commercial in the existing 3-story office building with multiple tenants in the B-2 District. Some of the office units are proposed to be converted to residential units.

The petitioner proposes to have eight (8) commercial units ranging from 300 square feet to 2,400 square feet on the 1st floor and six (6) studio residential units ranging from 200 square feet to 745 square feet on the 2nd floor. There is currently a 4,000 square foot commercial unit in the basement that the petitioner wishes to convert into six (6) residential units in 2021.

Staff supports the requested Conditional Use Permit for a proposed mixed-use development of residential/commercial units as it will help to better serve the northern part of the community.

According to Section XXII.A.3. there are three standards which must be met in order to grant a Conditional Use Permit. The first standard requires that the use be “necessary for the public convenience at the location.” The proposed use is generally compatible with the surrounding area and the mixed-use development will provide residential and commercial units for area residents and businesses in the northern part of the community. The location of the subject site allows easy access to Interstate 72 or Route 51. However, in keeping with the recommended use of the site for retail in the Comprehensive Plan and considering the surrounding uses, staff is of the opinion that the primary use of the building should remain as commercial. No more than 50% of the units should be residential.

Depending on the final number of office and residential units, adequate parking has to be provided that meets the minimum off-street parking requirements for both types of uses.

The proposed use also meets the second standard. The facility is located and designed to be operated in a manner in which the public health, safety and welfare will be protected. If the Conditional Use Permit is approved for three (3) or more residential units, the building would be classified as commercial with residential usage. Therefore, according to Section 903.2.8 of the 2009 International Building Code, all residential units must be protected with an automatic sprinkler system.

Lastly, the facility should not cause injury to the value of other properties in the areas as stated by the third standard. The commercial building has been at this location for a number of years and it seems not to have had any detrimental effects on the area.

Staff recommends approval of the petition with the following conditions:

1. Two full sets of sealed architecture plans will be required due to the change in use of the building.
2. All residential units must be protected with an automatic sprinkler system, if three (3) or more residential units are proposed.
3. No more than fifty (50) percent of the number of units can be residential units.
4. All off-street parking shall meet the requirements of the Zoning Ordinance.
5. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to permits being released.

Since the staff report was written, the petitioner has decided to only convert two units that will total 900 square feet.

Mr. John Stock, representative of the petitioner, was sworn in by Ms. Bachstein.

Mr. Bruce Frantz asked if the commercial areas would have an automatic sprinkler system. Mr. Stock said there are currently no existing sprinklers. Staff stated if three (3) residential units were to be built, sprinklers would be required by the Building Code.

There were no objectors present.

Upon call of the roll, Commission members Bill Clevenger, Bruce Frantz, Jack, Myatt, Mike Peoples, Tom Brinkoetter and Acting Chairman Kent Newton voted aye. Acting Chairman Newton declared the motion carried.

Legal Department

DATE: 7/27/2018

MEMO: 2018-06

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Billy Tyus, Interim City Manager
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT: Amendment to Chapter 47 - CONTROL OF ANIMALS, FOWL AND DOGS

SUMMARY RECOMMENDATION:
See attached memorandum for further information.

ATTACHMENTS:

Description	Type
City Council Memorandum 2018-06	Cover Memo
Ordinance Amending City Code Chapter 47, Section 4	Ordinance

**CITY COUNCIL MEMORANDUM
NO. 2018-06**

July 27, 2018

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Billy Tyus, Interim City Manager
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT: Amendment to Chapter 47 – CONTROL OF ANIMALS, FOWL AND DOGS

RECOMMENDATION: On request of City Council, staff requests that Council pass the proposed ordinance amendment regarding Chapter 47, Section 4.

POTENTIAL OBJECTIONS: There are no known or expected objections.

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS: None

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
- CHAPTER 47 -
- CONTROL OF ANIMALS, FOWL AND DOGS-

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

Section 1. That Chapter 47 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by adding language to Section 4. Said Section 4 as so modified, amended and added, shall provide as follows:

4. Keeping Chickens, Fowls or Rabbits

It shall be unlawful for any person, firm or corporation to keep on any premises owned, occupied or controlled by him in the City, any rabbits, chickens, ducks, pigeons, geese or other domestic fowl unless such animals or fowl are kept in an enclosure no part of which is within 75 feet of any dwelling house occupied by human beings, except any dwelling house occupied by the owner or person in control of said animal or fowl. Said animal or fowl shall not be located in the front yard or side yard as defined by the City of Decatur Zoning Ordinance.

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

PRESENTED, PASSED, APPROVED AND RECORDED this day of August 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2018.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 47

- CONTROL OF ANIMALS, FOWL AND DOGS-

4. KEEPING CHICKENS, FOWLS OR RABBITS

It shall be unlawful for any person, firm or corporation to keep on any premises owned, occupied or controlled by him in the City, any rabbits, chickens, ducks, pigeons, geese or other domestic fowl unless such animals or fowl are kept in an enclosure no part of which is within 75 feet of any dwelling house occupied by human beings, except any dwelling house occupied by the owner or person in control of said animal or fowl. Said animal or fowl shall not be located in the front yard or side yard as defined by the City of Decatur Zoning Ordinance.

Legal Department

DATE: 7/27/2018

MEMO: 2018-07

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Billy Tyus, Interim City Manager
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT: Amendment to City Code, Chapter 52 - Alcoholic Liquor

SUMMARY RECOMMENDATION: See attached memorandum for further information.

ATTACHMENTS:

Description	Type
City Council Memorandum 2018-07	Cover Memo
Ordinance Amending City Code Chapter 52, Section 10	Ordinance

**CITY COUNCIL MEMORANDUM
NO. 2018-07**

July 27, 2018

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Billy Tyus, Interim City Manager
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT: Amendment to Chapter 52 – Alcoholic Liquor

RECOMMENDATION: Staff requests that Council pass the proposed ordinance amendment regarding Chapter 52, Section 10 reducing the number of Class A licenses to 43.

POTENTIAL OBJECTIONS: There are no known or expected objections.

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS: None

ORDINANCE NO. _____

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

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

Section 1. That Chapter 52 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 10, so that Section 10 as so modified and amended, shall provide as follows:

10. **NUMBER OF LICENSES.** The issuance of a maximum number of Class A licenses is limited to 43...

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

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of August, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2018.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 52
- ALCOHOLIC LIQUOR -

10. **NUMBER OF LICENSES.** The issuance of a maximum number of Class A licenses is limited to 43 ~~44~~ and the issuance of a maximum number of Class B licenses is limited to 53. There shall be no maximum number for the issuance of the respective Class C, Class D, Class E, Class F, Class G, Class I, Class J, Class K, or Class O licenses. Issuance of Class H licenses is limited to 1. Issuance of Class L, Class M and Class N licenses is limited to three (3). Issuance of Class P licenses is limited to 20. If on August 29, 2016, premises were licensed as a Class P or had applied for a Class P license under the then provisions of this Chapter, said premises so long as the same use thereof is continued shall be exempt from said limitation.

Information Technology

DATE: 8/6/2018

MEMO:

TO: Honorable Mayor and City Council Members

FROM: Billy Tyus, Interim City Manager
James Edwards, Director, Information Technology

SUBJECT: Annual Maintenance Agreement for Incode Software

SUMMARY RECOMMENDATION: Staff recommends that City Council approve the attached resolution, authorizing the Interim City Manager to renew the annual software maintenance agreements for the Incode Court Case Management Suite and Incode Content/Document Management Suite with Tyler Technologies, Inc.

BACKGROUND:

Council has previously approved an agreement with Tyler Technologies, Inc. for the City to use their Incode Court Case Management Suite software for the Administrative Code Enforcement System. The annual software maintenance fee, \$36,163.87, is based upon the initial contract cost, and it covers both support for the software and application updates. The period covered is September 1, 2018 to August 31, 2019. The Incode Suite is used by City Legal, Neighborhood Services and Finance Departments.

The invoice for this maintenance period includes a 5% increase in the cost from the current year and also includes the cost of the Incode Content/Document Management Suite maintenance that was billed separately in past years. In 2017, the city requested that both pieces be billed at the same time and for the same maintenance period.

POTENTIAL OBJECTIONS: None anticipated

STAFF REFERENCE: James Edwards, Director, Information Technology (450-2236)

BUDGET/TIME IMPLICATIONS: These costs are included in the 2018 Annual Budget approved by City Council.

ATTACHMENTS:

Description	Type
Resolution	Cover Memo

Invoice

Exhibit

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING RENEWAL
TYLER TECHNOLOGIES, INC. MAINTENANCE SUPPORT
- INCODE COURT CASE MANAGEMENT SUITE -**

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

Section 1. That the invoice presented to the Council herewith from Tyler Technologies, Inc. for maintenance support for the Incode Court Case Management Suite and Incode Content/Document Management Suite, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Interim City Manager or his designee be, and he is hereby, authorized and directed to make payment to Tyler Technologies in an amount not to exceed \$36,163.87 on behalf of the City of Decatur for maintenance support for the Incode Court Case Management and Incode Content/Document Management Suites.

PRESENTED AND ADOPTED this 6th day of August, 2018.

JULIE MOORE-WOLFE, MAYOR

ATTEST:

Debra G. Bright, CITY CLERK



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-230177	08/01/2018	1 of 1

Empowering people who serve the public®

Questions:

Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com



Bill To: City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Ship To: City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41741	96323		USD	NET30	08/31/2018

Date	Description	Units	Rate	Extended Price
Contract No.: Decatur, IL				
	Incode Court Case Management Suite	1	33,124.61	33,124.61
	Maintenance Start: 01/Sep/2018, End: 31/Aug/2019			
	Incode Content/Document Management Suite - Maintenance	1	1,953.26	1,953.26
	Maintenance Start: 01/Sep/2018, End: 31/Aug/2019			
	System Software - Maintenance	1	1,086.00	1,086.00
	Maintenance Start: 01/Sep/2018, End: 31/Aug/2019			

ATTENTION

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	36,163.87
Sales Tax	0.00
Invoice Total	36,163.87

Page 36 of 220

Public Works

DATE: 7/26/2018

MEMO: 2018-36

TO: Honorable Mayor Moore Wolfe and City Council

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

SUBJECT: Ordinance prohibiting the use of groundwater as a potable water supply by the installation or use of potable water supply wells or by any other method within a certain area of Decatur, former Circle K #3885, 801 S. Jasper Street.

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Ground Water Ordinance prohibiting the use of groundwater as a potable water supply for the former Circle K #3885 Service Station business site located at 801 South Jasper Street.

BACKGROUND:

Ground Water Ordinance:

City staff was contacted by American Environmental Corporation, who represents Mac's Convenient Stores, LLC regarding their remediation efforts resulting from underground storage tanks associated with the former Circle K property located at 801 South Jasper Street. It is the opinion of the Engineer that soil contamination at the site was the result of old tanks that were removed in 2006.

A Ground Water Ordinance is a tool used by the Illinois Environmental Protection Agency (IEPA) to remediate properties where soil and ground water under the site have been contaminated by chemicals. The ordinance prohibits the use of groundwater as a potable water supply for the area identified on Exhibit A as having the maximum potential for ground water contamination from petroleum that leaked into the ground from the site over the years.

The major benefit of a ground water ordinance is that it serves to keep contaminated water isolated underground and not allow it to be used for human consumption. The ground water use prohibition area is served by the City's public water supply, so the prohibition will not create a hardship for area residents or businesses.

Water well information is normally gathered through the use of the Source Water Assessment Program (SWAP) database. This database is maintained by the Illinois Environmental Protection Agency (IEPA) and is a compilation of data from the Illinois State Geologic

Survey, the Illinois State Water Survey, the Illinois Department of Public Health, and the IEPA. The water well survey of the area was completed using the IEPA's SWAP database. No wells were found within the proposed ground water ordinance area. City water services the area so future wells will not be needed.

The City maintains the location of ground water use restriction areas on its geographic information system (GIS). This information is shared with the Macon County Health Department which is the agency in the County that permits well installation. Frequently asked questions are attached hereto as Appendix A for the information of the City Council.

SCHEDULE:

The ordinance will take effect upon the signature of the Mayor.

PRIOR COUNCIL ACTION:

There have been no prior Council actions regarding ground water contamination for the former Circle K #3885 Service Station.

Prior Council Action on Ground Water Ordinances:

Since 2002, the City Council has authorized 23 ground water ordinances at various locations in the City.

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

INPUT FROM OTHER SOURCES: American Environmental Corporation

STAFF REFERENCE: Matt Newell, Public Works Director and Paul Caswell, City Engineer. Matt Newell will attend the City Council meeting to answer any questions of the Council on this item. The memorandum was prepared by Paul Caswell, P.E., City Engineer

BUDGET/TIME IMPLICATIONS: Budget and staff time is negligible for this action.

COPY: Kenneth Miller, American Environmental Corporation

ATTACHMENTS:

Description	Type
Ordinance Prohibiting the use of Groundwater	Ordinance
Appendix A Frequently Asked Questions	Backup Material
Location Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE PROHIBITING THE USE OF GROUNDWATER
AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE
WATER SUPPLY WELLS OR BY ANY OTHER METHOD WITHIN A CERTAIN
AREA IN THE CITY OF DECATUR
FORMER CIRCLE K #3885, 801 SOUTH JASPER STREET**

WHEREAS, certain property within the City of Decatur, Illinois (the "City") located at 801 South Jasper St, has been used over a period of time for commercial or industrial purposes; and,

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the City may exceed Class 1 groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and,

WHEREAS, the City of Decatur desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are at or around the source of said chemical constituents.

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

Section 1. Except for such uses or methods in existence before the effective date of this ordinance, the use or attempt to use groundwater as a potable water supply from within the area depicted on Exhibit A, attached hereto and made a part of this Ordinance, by the installation or drilling of wells or by any other method is hereby prohibited. This prohibition expressly includes the City of Decatur.

Section 2. Any person violating the provisions of this ordinance shall be subject to a fine of up to Five Hundred Dollars (\$500.00) for each violation.

Section 3. The following terms shall have the definitions set forth below:

"Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

"Potable Water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

Section 4. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed by this Ordinance insofar as they are in conflict with this Ordinance.

Section 5. If any provision of this Ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the Ordinance as a whole or of any portion not adjudged invalid.

Section 6. That this Ordinance shall become in full force and effect from and after its passage and approval in the manner provided by law.

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of August, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

PUBLISHED this ____ day of _____, 2018.

DEBRA G. BRIGHT, CITY CLERK

Appendix A
Frequently Asked Questions
About
Tiered Approach to Corrective Action Objectives (TACO)
-
Ground Water Ordinances
(Revised July 30, 2013)

Background: The soil under many existing and former service stations is often contaminated with gasoline or the various chemical components of gasoline. The original source of the soil contamination may be from leaking underground storage tanks or from spills that may have occurred over time. Contamination may have spread into the soil under other properties including adjacent highways or streets. The Illinois Pollution Control Board has established rules for correcting or managing the soil contamination both on the service station site and on the adjacent public streets. These rules often result in the implementation of a Ground Water Ordinance along with other options.

1. What is a TACO Agreement?

A Tiered Approach to Corrective Action Objectives or “TACO” is a method used by the Illinois Environmental Protection Agency (IEPA) for developing remediation objectives for contaminated soil and groundwater resulting from leaking underground storage tanks. These remediation objectives generally take the form of Highway Authority Agreements or Ground Water Ordinances. They protect human health and take into account site conditions and land use. Remediation objectives generated by TACO agreements are risk-based and site-specific.

2. Does the City currently enter into Highway Authority Agreements?

Over the past several years, the IEPA has modified the required language in its Highway Authority Agreements. A major change was to increase the City’s responsibility and liability over contamination that may enter its right of way from adjacent properties. Although supplemental agreements may be enacted to place requirements on the owner of the contaminated property, through the Highway Authority Agreement as currently written, the IEPA may still require the City to bear the ultimate liability for contamination in its right of way. At this time, City staff is recommending against entering into Highway Authority Agreements.

3. How can TACO help property owners?

Previously, the IEPA used conservative "one-size-fits-all" remediation objectives at nearly every site. Baseline remediation objectives still exist, but other practical options also protective of human health have been added. TACO agreements provide flexibility to site owners and operators in developing site-specific remediation objectives. It's now the site owners and operators who decide how best to manage their sites within TACO guidelines. However, this determination of site-specific remediation objectives is subject to IEPA approval and also the approval of the owners of any affected properties.

4. What is the City's Obligation under a Ground Water Ordinance?

In order to protect public health, the City must prohibit new drinking water wells from tapping into groundwater within an area determined by the IEPA following an in depth ground water review by an engineer. Normally the IEPA's rules do not require existing wells to be closed unless they have become contaminated. Since the City has a public water supply, this prohibition is not usually a hardship.

5. What benefit does the City of Decatur gain by enacting a Ground Water Ordinance?

1. Public health is protected by prohibiting the use of ground water from contaminated sites.
2. Redevelopment of "brownfield" sites is facilitated, thereby returning them to productive use.
3. By exercising choices provided by TACO rules, site owners and operators may reduce remediation costs, return more sites to productive use, hasten property redevelopment, and still fully comply with environmental laws and regulations.

6. Can the City establish rules more strict than those imposed by the IEPA?

The City is generally able to establish rules that are equal to or greater than those established by the IEPA. The legality of additional rules will likely vary depending on the desired measure and should in each circumstance be addressed by the Corporation Counsel. The Ground Water Ordinance used by the City is a "typical" document required by the IEPA. The City is able to add conditions and requirements through separate agreements such as removal of some or all contaminated soil, the payment of fees, liability indemnification, etc.

7. Is the owner of the contamination source obligated to address the contamination issue?

Yes, the IEPA requires all contamination sources be addressed and remediated in some fashion. Remediation options range from the total removal of the contaminated material to isolating it or to requiring no action at all. The IEPA requires that the issue be addressed and resolved before any development or redevelopment of the property. Until the IEPA signs off on the remediation plan proposed by a property owner, the property is essentially in limbo and of no realistic value.

8. Can the City force the owners of a contamination source to clean up the right of way and remove all contaminated soil?

The owner of a leaking underground gas tank or other contamination source is obligated by the IEPA to remediate the contamination which can include removal. In the past it has been successfully argued that removal of contaminated material from the right of way is impractical. It may require a significant amount of legal effort and cost to force the removal of all contaminated material from the right of way due to the significant costs involved. The courts would likely make the ultimate determination as to whether it is practical or not to complete such a removal effort.

9. If the City can require the owner of a contamination source to clean it up, why not do so and clean up the right of way?

There are several reasons not to force the removal of all contamination from the City's right of way:

1. In some cases, the contamination may not have actually encroached into the right of way but it may be projected by a computer model to be “likely” to enter the right of way by ground water migration in the coming years.
2. The IEPA has determined that in many cases, contaminated soils are sufficiently isolated within the right of way that they do not pose a significant threat to human health or the environment which renders full removal unnecessary.
3. In the past, removal of contaminated soil from the right of way has been considered to be impractical. It may require significant legal expense to force removal.
4. Removing contaminated soil from the right of way can be a great expense to the owner of the contamination source and the Leaking Underground Storage Tank Fund (LUST), a significant disruption to the public with the removal of potentially vast amounts of roadway and associated utilities. There is the potential of great expense for relatively little gain.

10. What are the penalties for future occurrences?

Generally, the IEPA levies no penalties if the spill is cleaned up. If a timely cleanup does not occur the penalties can be stiff with fines of up to \$10,000 per day since the violation began.

11. How is a ground water ordinance enforced? How do property owners know that they cannot drill potable water wells in areas covered by a Ground Water Ordinance?

Enforcement is a difficult issue and one that the IEPA does not directly address. With the vast majority of Decatur being served by its municipal water system, potable water wells are not common in the City although they are present at various locations. The City is not involved with licensing or permitting potable water well installation.

The Macon County Health Department authorizes all potable water wells that are installed in Macon County. Section I of the Macon County Water Well Permit and Water Supply Ordinance states:

“In those locations where a public water supply is reasonably available, that supply shall be the sole source of water for drinking and culinary purposes.”

The Health Department will contact the City with any requests for potable water wells within City limits; such requests are very rare due to the availability of the City’s public water supply. The City shows the Ground Water Ordinance areas on its Geographic Information System (GIS) in order to identify and track the areas.

The Health Department is concerned that wells are occasionally installed without proper permits. The City’s Ground Water Use Ordinance specifies a \$500 per violation fine for any potable water wells drilled in a prohibited area. As the number of Ground Water Ordinances enacted by the City increases it becomes increasingly desirable, from an enforcement standpoint, to enact an ordinance prohibiting any new potable water wells within the City limits. This is a topic for further review.

12. Is the contamination source removed? How much of the contaminated soil is removed?

The starting point of a remediation process is the removal of the source of contamination. The source is not always a leaking storage tank but may include leaking pipes or an accumulation of spills over time.

When a spill or a leak occurs, the soil around the leak becomes saturated with gasoline or oil. This is called the “soil saturation limit” when the soil is not simply damp with gasoline but is suspended in the liquid similar to a very wet mud. The saturated area is a source of contamination that is normally removed along with the leaking tank or as part of the cleanup process. The area that is not saturated but does have some of the gas absorbed into it is normally allowed to remain with a barrier placed over it to keep it from coming into contact with people. This barrier may be pavement, a Ground Water Ordinance, a Highway Authority Agreement or some other form of remediation.

13. Why doesn't the City implement a City-wide ground water use ordinance?

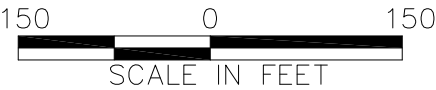
In the past, the City has explored implementing a city-wide ground water use ordinance. At the time, concerns were raised regarding areas in the City that are not served by City water. A city-wide ground water use ordinance would prohibit new drinking water wells from tapping into groundwater anywhere within the City limits. There are numerous locations within the corporate limits that are not served by City water. A ground water use ordinance would not require existing wells to be closed unless they have become contaminated but if problems arose with the well or it becomes dry, a new well could not be installed within the city limits. It was determined that a sizeable number of City properties without close access to City water would be adversely affected and it was therefore determined not to proceed with the city-wide ordinance.



ORDINANCE AREA

MODELED EXTENT WITH GROUNDWATER
CONCENTRATIONS ABOVE TIER 1
GROUNDWATER REMEDIATION
OBJECTIVES (370' RADIUS)

NOTE:
THIS FIGURE IS BASED ON GIS
INFORMATION PROVIDED BY MACON
COUNTY, ILLINOIS PARCEL VIEWER.





**American
Environmental**
Indianapolis, Indiana – Corporate Office (317) 871–4090
Louisville, Kentucky – Regional Office (502) 491–0144
Fairfield, Ohio – Regional Office (513) 874–7740
Springfield, Illinois – Regional Office (217) 585–9517

GROUNDWATER ORDINANCE AREA

CIRCLE K #3885 (SOUTHSIDE SHELL)
801 SOUTH JASPER STREET
DECATUR, ILLINOIS

Page 76 of 220

Project No.: 247050	SCALE: AS SHOWN
Drawing File: 247050_4	
Date: 5/29/2018	FIGURE: EXHIBIT A

Public Works

DATE: 7/30/2018

MEMO: 2018-37

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Gregg Zientara, City Treasurer & Director of Finance
Matt Newell, Public Works Director

SUBJECT: Resolution Authorizing an Amendment to the Performance Contract with Johnson Controls, City Project 2018-07

SUMMARY RECOMMENDATION: Please see attached Memo for details.

ATTACHMENTS:

Description	Type
Council Memo Johnson Controls	Cover Memo
Reslution with Exhibits A & B	Resolution Letter
2018-37 Project Summary	Backup Material
2018-37 References	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2018-26**

DATE: July 31, 2018

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Gregg D. Zientara, City Treasurer & Director of Finance
Matthew C. Newell, P.E., Public Works Director

SUBJECT: Resolution Authorizing an Amendment to The Services Agreement With
Johnson Controls,
City Project 2018-07

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 an Amendment to the Performance Contract between the City of Decatur and Johnson Controls, Inc. The original Agreement was approved by the City Council on June 17, 2013, to implement energy and water efficiency projects for the City. The current Amendment is to provide energy saving improvements for the City. The fee for this Amendment is \$2,010,189. This cost includes \$1,981,816 for the project and \$28,373 for measurement and verification services to assure utility savings.

PRIOR COUNCIL ACTION:

In 2012 and 2013, the City Council entered into agreements with Johnson Controls to evaluate and implement energy and water efficiency projects for the City.

June 4, 2018 – The City Council approved Resolution 2018-64 authorizing a Project Development Agreement between the City of Decatur and Johnson Controls, Inc., to develop energy improvement measures for the City for a fee of \$68,208.

BACKGROUND:

In an effort to reduce energy costs and increase the efficiency of the City's infrastructure, the City approved an agreement in June with Johnson Controls to assist in developing energy cost reduction and facility improvement measures aimed at reducing the electricity costs incurred by the City. Ameren Illinois is currently providing significant rebates for the installation of more energy efficient systems. An in-depth facility improvement plan was conducted to help determine the benefits of the City pursuing the installation of energy efficient fixtures in its street lighting system and elsewhere.

The project will involve the following improvements:

1. Upgrade City owned street lights with LED fixtures.
2. Upgrade the lighting in City parking lots with LED fixtures.
3. Improve the interior and exterior lighting at the Library with LED fixtures.

4. Improve the interior and exterior lighting at the Civic Center with LED fixtures.
5. Improve the HVAC controls at the Library with energy efficient controls.

The specific work tasks are detailed in the Amendment. An outline of the work costs and savings is provided in the attachment. Total 20-year savings are estimated to be \$3,253,722. Johnson Controls guarantees 20-year utility savings of \$2,573,234. The cost for the proposed improvements is \$2,010,189. The goal of the project was for the utility cost savings to pay the project costs. Under the Johnson Controls guarantee, the City will pay sufficiently less on electricity costs after the project to pay for all project costs. If the City Council chooses not to do the project, the City will continue to expend those funds on electricity costs and no savings will be realized.

POTENTIAL OBJECTION: There are no known objections.

INPUT FROM OTHER SOURCES: Johnson Controls

LEGAL REVIEW: The agreement was approved by the Corporation Counsel on July 19, 2018.

STAFF REFERENCE: Gregg Zientara, City Treasurer and Director of Finance; and Matt Newell, Public Works Director; Matt will be in attendance at the City Council meeting to answer any questions of the Council on this item.

SCHEDULE: DESIGN AND CONSTRUCTION:

Project implementation will begin upon approval of the agreement by the City Council. The lighting and facility improvements are to be completed by December 31, 2018.

BUDGET/TIME IMPLICATIONS:

Budget Impact: The cost for the proposed improvements is \$2,010,189. The project costs are expected to be paid from the utility savings resulting from the improvement as determined by the City Treasurer and the City Manager.

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

cc: Johnson Controls

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE SERVICES
AGREEMENT WITH JOHNSON CONTROLS
CITY PROJECT 2018-07**

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

Section 1. That the Energy and Water Efficiency Services Agreement between the City of Decatur and Johnson Controls, Inc. made and entered into and effective on the 17th day of June 2013 and approved by Resolution R2013-62, and attached as Exhibit A, be, and it is hereby, modified and amended as set forth in the Exhibit B.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Amendment to the Services Agreement between the City of Decatur, Illinois and Johnson Controls, Inc.

PRESENTED and ADOPTED this 6th day of August 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

EXHIBIT A

ENERGY AND WATER EFFICIENCY SERVICES AGREEMENT

This Energy and Water Efficiency Services Agreement, referred to herein as "Agreement", dated as of June 17, 2013, by and between Johnson Controls, Inc., a Wisconsin Corporation, duly authorized to do business in the State of Illinois, referred to herein as the "**COMPANY**" and the City of Decatur, Illinois, an Illinois Municipal Corporation, referred to hereafter as the "**CITY**" for the purpose of providing efficiency measures (EMs), consisting of services, systems and facilities designed to reduce energy consumption and operating costs in buildings owned and operated by the **CITY** which are referred to herein as the "Premises", and improve operating efficiencies and water utility metering systems. The **CITY** and the **COMPANY** are also referred to herein as the "Party" or "Parties" as appropriate.

RECITALS

WHEREAS, the **COMPANY** was selected by the **CITY** as a qualified provider to provide professional services which will result in decreased energy consumption and costs and improve operating efficiencies and water utility metering systems, and which services may include but are not limited to the following: energy and water use analyses, the design and delivery of EMs which consist of systems and devices, guaranteed efficiency improvements, the training of designated **CITY** employees, and the measurement, verification and reporting of efficiency improvements as provided herein; and

WHEREAS, under separate agreement with the **CITY**, the **COMPANY** has performed a comprehensive Energy and Water Efficiency Audit and has prepared an Energy and Water Efficiency Audit Report (the "Report") which has been approved and accepted by the **CITY** as evidenced by the Report and **CITY's** Acceptance Certification as set forth in Exhibit IV; and

WHEREAS, the **COMPANY** has agreed to guarantee a level of energy savings and efficiency improvements to be achieved as the result of the professional services to be provided under this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the **CITY** and the **COMPANY** hereby covenant and agree as follows:

ARTICLE 1: THE COMPANY'S RIGHTS AND RESPONSIBILITIES

1.1 Independent Company Status. The **COMPANY** is an independent Company and in providing its services under this Agreement, shall not represent to any third party that its authority is greater than that granted to it under the terms of this Agreement.

1.2 Legal Responsibility. The **COMPANY** shall perform or cause to be performed the Work and all other services required by this Agreement. The **COMPANY** shall assure that all of the Work is accomplished in a workmanlike manner and that all services which require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed in the State of Illinois, if required by law. All Project Documents which are required to be prepared by the **COMPANY** shall be in accord with all applicable codes, standards and regulations and shall be prepared by qualified personnel. Where required by Illinois law, Project Documents shall bear the stamp

or seal of architects or engineers licensed in the State of Illinois. The **COMPANY** shall be responsible for all of its obligations, whether performed directly or by its subcontractors or sub-subcontractors, as set forth in this Agreement.

If the **COMPANY** fails to comply with the foregoing standards, the **COMPANY** shall perform again, at its own expense, any and all Work required to be re-performed as a direct result of such failure. Any review, approval, acceptance or payment for any and all of the **COMPANY's** performance by the **CITY** shall not relieve the **COMPANY** of its responsibility to perform its obligations under this Agreement. This provision in no way limits the **CITY'S** rights against the **COMPANY** either under this Agreement in law or in equity.

1.3 Insurance. The **COMPANY** shall purchase, maintain and provide evidence of insurance coverage of the types, in the amounts and for the periods specified in Schedule O. Subsequent to the Commencement Date described in paragraph 5.1 hereof, the **CITY** shall be responsible for providing insurance coverage on the EMs.

The **COMPANY** may not commence performance of the Work or other services under this Agreement until all required insurance is obtained and evidence of it is received and approved by the **CITY** as described in paragraph 2.2, but the failure of the **CITY** to obtain such evidence from the **COMPANY** before permitting the **COMPANY** to commence the Work shall not be deemed to be a waiver by the **CITY**, and the **COMPANY** shall remain under a continuing obligation to obtain and maintain the required coverage and to supply evidence of coverage in accordance with Schedule O.

The **COMPANY's** failure to obtain or keep such insurance in force shall constitute an Event of Default under this Agreement within the meaning of Article 11, and in addition to the remedies provided therein, the **CITY** reserves the right to stop the Work until evidence of the requisite coverage is provided. The **COMPANY** shall require all subcontractors performing any portion of the Work to carry the insurance required in Schedule O and the **COMPANY** may, at its option, provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate. The **COMPANY** and each of its subcontractors and **CITY** each agree that their respective insurers shall waive rights of subrogation.

The **COMPANY** shall timely renew the required insurance as necessary to keep such coverage in effect until the Commencement Date and shall supply the **CITY**, not less than thirty (30) days prior to any expiration or renewal dates for such insurance policies, with evidence of all required insurance including updated replacement Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage, as was provided by the Certificates of Insurance, amendatory riders or endorsements originally supplied.

The **COMPANY** expressly understands and agrees that any insurance protection furnished by the **COMPANY** hereunder shall in no way limit its responsibility to indemnify and save harmless the **CITY** under the provisions of this Agreement.

1.4 Performance and Labor and Material Payment Bonds. The **COMPANY** shall, as soon as practicable following the execution date set forth in Article 15 hereof, and prior to commencing the Work, deliver to the **CITY** a Performance Bond and a Labor and Material Payment Bond securing its obligations to be performed under this Agreement until the Acceptance of the Work by the **CITY**. Each bond shall be in the amount set forth in Schedule O hereof.

1.5 Cooperation with the CITY's Consultants. The **CITY** reserves the right to designate authorized representatives or to retain consultants at its expense, including an Architect/Engineer, to act on its behalf with respect to administering the performance required under this Agreement throughout its term. The **CITY** and its representatives and consultants shall at all times have access to the Work. The **COMPANY** agrees to cooperate with any representative of, or consultant retained by, the **CITY**, provided that the **COMPANY** shall be entitled to charge **CITY** additional fees in the event it is required to expend in excess of forty (40) hours of engineering, project management, administrative or similar activities in connection with any dealings with the **CITY'S** representatives or consultants.

1.6 Joint and Several Liability. Each and every obligation or undertaking herein to be fulfilled or performed by the **COMPANY** shall be the joint and several obligation of the **COMPANY** and its successors or assigns.

1.7 Miscellaneous. Other rights and responsibilities of the **COMPANY** are set forth throughout this Agreement and in the Project Documents described in paragraph 3.5 hereof and are included under other titles, articles, sections and headings for convenience. It is the responsibility of the **COMPANY** to familiarize itself with all provisions of this Agreement and the Project Documents in order to understand fully the entirety of its rights and responsibilities hereunder.

ARTICLE 2: THE CITY'S RIGHTS AND RESPONSIBILITIES

2.1 Project Administration.

2.1.1 CITY Responsibility. The **CITY** shall be primarily responsible for the administration and monitoring of the performance of the Work by the **COMPANY**. The **CITY** personnel designated in paragraph 10.9 shall be the principal point of contact between the **CITY** and the **COMPANY** relative to the performance required under this Agreement.

2.2 Responsibilities of the CITY. Tasks to be performed by the **CITY** in the administration and coordination of this Agreement are set forth in Schedule G. In addition, **CITY** has the following responsibilities:

- (i) Review and approve required insurance coverage and bonds within ten (10) business days following receipt of such documents by the **CITY** to ensure compliance with the terms of this Agreement;
- (ii) Review and approve the EM submittals required under paragraphs 2.3 and 3.5 hereof within fifteen (15) business days after receipt by the **CITY** of such EM submittals to ensure:
 - (a) That the design and installation of the EMs is adequately described and illustrated;
 - (b) That the design and installation of the EMs is consistent with current and known future capital projects at the Premises; and
- (iii) Attend project meetings.

2.3. EMs Submittals. EMs submittals shall provide sufficient detail to allow the **CITY** to complete the reviews described in paragraph 2.2, and shall include:

- i) Date and revision dates.
- ii) Project Number and Title.
- iii) Names, as applicable, of the CITY representatives, subcontractor, sub-subcontractor, supplier, manufacturer or detailer.
- iv) Identification of product or material.
- v) Relation to adjacent structure or material
- vi) Field Dimensions, clearly identified.
- vii) Specification page and number.
- viii) Specified standards, such as ASTM, ANSI or AWWA.
- ix) Identification of previously approved deviation from Project documents.
- x) Stamp or seal of the preparer of the EM submittal, and the Company's certification that it has reviewed and approved the submittal as to its accuracy and compliance with the provisions of this Agreement.
- xi) Drawings, plans, specifications, shop drawings, product data, and where appropriate or reasonably required, product samples.

At the request of the **CITY**, and where appropriate or reasonably required, the **COMPANY** shall provide on-site "mock-ups" and demonstrations of the EMs at the Premises which shall also be construed as EM submittals under the provisions of this paragraph.

Within fifteen (15) business days of receipt of the submittals, the **CITY** shall complete its review of the submittals and provide written approval of the submittal or if the submittal has not been approved, written explanation as to the reason therefor. Such approval shall be limited solely to the **CITY'S** confirmation that the submittals are in accordance with this Agreement. The **COMPANY** shall submit a revised submittal within ten (10) business days to the **CITY** for review and approval and the **CITY** shall have ten (10) business days from receipt thereof to complete its review of the revised submittal. The **COMPANY** shall be responsible for any delays caused by rejection of incomplete or inadequate submittals. The **COMPANY** may not commence any of the Work which requires the submittals without written approval by the **CITY**.

The **COMPANY'S** responsibility for errors, omissions, deviation from the Project Documents in submittals is not relieved by the **CITY'S** review and approval thereof.

2.4 Drawings, Specifications and Surveys Provided by the CITY

(a) The **CITY** will make available for review by the **COMPANY**, any of its Working drawings and specifications concerning the Premises which are available to the **CITY** and which are reasonably necessary for the execution of the Work.

(b) The **CITY** shall provide the **COMPANY** with such surveys as it may have describing the physical characteristics, legal limitations and utility locations for the site of the Work.

(c) The **CITY** will make available for review by the **COMPANY** such working drawings, specifications, surveys and "As-Built" drawings concerning the Premises which are available and which relate to Work being performed by other Companies at the Premises;

(d) All drawings, specifications, surveys and copies thereof furnished by the **CITY** are and shall remain **CITY** property. All "As-Built" drawings prepared under this Agreement, are and shall remain **CITY** property. With the exception of one set of such drawings, specifications, surveys and "As-Built" drawings for each party hereto, such drawings,

specifications, surveys and "As-Built" drawings are to be returned or suitably accounted for to the **CITY** on request at the completion of the Work.

2.5 Ownership, Dissemination and Publication of Documents. The drawings, specifications, reports, renderings, models, electronic media and all such other documents to be prepared and furnished by the **COMPANY** solely and exclusively pursuant to this Agreement, shall be the property of the **CITY** and the **CITY** shall have a non-transferable license to use any copyrighted material contained in such documents as necessary for the **CITY** to continue to operate, maintain, and repair the EMs beyond the expiration of this Agreement. All documents listed above may be issued for informational purposes by the **CITY** without additional compensation to the **COMPANY**.

2.6 Interpretation of Agreement. The **CITY** shall have the authority to determine questions of fact that arise in relation to the interpretation of this Agreement and the **COMPANY'S** performance hereunder. However, such determinations are subject to the Alternative Dispute Resolution procedures as described in Schedule N. Unless the Parties agree otherwise, or the Work cannot be continued without a resolution of the question of fact, such determinations and Alternative Dispute Resolution procedures shall not be cause for delay of the Work. The **COMPANY** shall proceed diligently with the performance of this Agreement and in accordance with the **CITY'S** decision whether or not the **COMPANY** or anyone else has an active claim pending. Continuation of the Work shall not be construed as a waiver of any rights accruing to the **COMPANY**.

ARTICLE 3: THE EFFICIENCY MEASURES PROJECT (THE "PROJECT")

3.1 Project Defined. The **COMPANY** shall design, procure and install the EMs specified in Schedule A and provide training, commissioning and monitoring and all other services specified in this Agreement and the Project Documents set forth in paragraph 3.5.

3.2 Energy and Water Efficiency Audit Report. The Report prepared by the **COMPANY** and accepted by the **CITY** contains specific recommendations and documentation concerning the energy conservation measures, systems and services to be provided and is incorporated herein by reference. Notwithstanding, the provisions of this Agreement and the Schedules referenced in paragraph 3.5 shall govern in the event of any inconsistencies between the Report and the provisions of this Agreement.

3.3 Annual Efficiency Improvements Guarantee. The **COMPANY** has formulated and guaranteed the level of efficiency improvements and increases in billable water consumption as provided for in Schedules B and B2 (the "Assured Performance Guarantee"), which will be achieved each year as a result of the performance by **COMPANY** of the services specified in this Agreement utilizing the Methods of Savings Measurement and Verification set forth in Schedule L.

3.4 Annual Review and Reimbursement. Efficiency improvements achieved shall be reported, reconciled and verified pursuant to the provisions of Schedule L. If said annual review, reconciliation and verification of efficiency improvements discloses that the **COMPANY** has failed to achieve the annual Assured Performance Guarantee, the **COMPANY** will pay the **CITY** or the **CITY'S** designee, as may be directed by the **CITY**, the difference between the annual Assured Performance Guarantee and the amount of actual annual efficiency improvements achieved, all in accordance with the provisions of Schedules B and B2. The **COMPANY** shall remit such payments to the **CITY** within thirty (30) days of written demand therefore by the **CITY**.

3.5 Project Documents. The Project Documents include:

- An executed version of this Agreement
- The Report
- **COMPANY** Submittals specified in paragraph 2.3.
- Certificates of Insurance
- Executed Performance Bond and Labor and Material Payment Bond
- Drawings, Specifications and Surveys furnished by the **CITY** in accordance with paragraph 2.4.

The Project Documents also include the following Schedules which are incorporated herein and made a part of this ESA when approved by the **CITY** and **COMPANY**:

Schedule A EMs to be Installed
Schedule B Energy Savings Guarantee
Schedule B2 Assured Performance Guarantee – Utility Meters
Schedule C Compensation to Company
Schedule D Premises
Schedule E Calculation of Baseline/Benchmarks
Schedule F Company Maintenance Responsibilities
Schedule G CITY Maintenance Responsibilities
Schedule H Operating Parameters for EMs/Standards of Comfort
Schedule I Company Training Responsibilities
Schedule J Project Installation Schedule
Schedule K Pre-Installation Equipment Inventory
Schedule L Methods of Savings Measurement and Verification
Schedule M Systems Startup and Commissioning of EMs
Schedule N Alternative Dispute Resolution Procedures
Schedule O Insurance and Bonds
Schedule P Warranties

Attachment A Construction Process Provisions
Exhibit I Notice to Proceed
Exhibit II Form of Change Order
Exhibit III Certification of Substantial Completion
Exhibit IV Certification of Acceptance—Energy and Water Efficiency Audit Report
Exhibit V Certification of Final Completion

3.5.1 Project Documents Furnished by the CITY; No Warranty. Pursuant to paragraph 2.4(c), the **CITY** shall make available for the **COMPANY'S** review, inspection, and duplication at **COMPANY'S** expense, such Project Documents as it may possess which relate to any Work being performed by other Companies at the Premises under separate contracts with the **CITY** unrelated to the **COMPANY's** performance of the Work under this Agreement, including but not limited to drawings, specifications, surveys and as-built drawings. The furnishing of such Project Documents by the **CITY** shall not constitute a warranty as to the accuracy or completeness of such Project Documents.

3.5.2 Review of Project Documents; Notification to the CITY. The **COMPANY** shall carefully review all Project Documents, including all addenda, whether prepared by the **COMPANY**, its subcontractors or furnished by the **CITY** for errors, inconsistencies or omissions relative to the performance of the Work. Upon completion of its review of the Project Documents, and prior to commencing the Work, the **COMPANY** shall provide written

notice to the **CITY** that (i) there are no inconsistencies in the Project Documents pertaining to the performance of the Work at the Premises; or, (ii) specifying the nature of any conflicts or inconsistencies noted from the **COMPANY'S** review of the Project Documents. All Work to be performed under this Agreement by the **COMPANY** or its subcontractors which the Project Documents indicate is in conflict with the Project Documents or the Work of other Companies performing on the Premises shall be brought to the attention of the **CITY** before the Work is commenced.

3.5.3 Correction of Conflicting Work. In the event that the **COMPANY** fails to properly prepare or review Project Documents or commences the Work without providing notice to the **CITY** of any conflict it discovers in the Project Documents, the **COMPANY** shall, upon written direction from the **CITY**, remove all such Work or portion thereof so conflicting, and rebuild it as directed at no additional cost to the **CITY**, provided that the Project Documents furnished by the **CITY** have put the **COMPANY** on reasonable notice that an inconsistency, error, conflict or omission existed.

ARTICLE 4: IMPLEMENTATION OF THE EFFICIENCY MEASURES PROJECT ("THE WORK")

4.1 Description of the Work. The design, procurement, installation and commissioning of the EMs specified in Schedule A and any training services described in Schedule I, which are integral to the operation of the EMs, are referred to in this Agreement as the "Work." The monitoring, and savings measurement and verification services detailed in Schedule L, performance of which does not commence until after the Commencement Date, are not part of the Work.

4.2 Performance of the Work. Construction and equipment installation commence within ten (10) days of the **COMPANY'S** receipt of the **CITY'S** Notice to Proceed, a form of which is attached hereto as Exhibit I, and shall proceed in accordance with the provisions contained in Attachment A and the project installation schedule approved by **CITY** and attached hereto as Schedule J.

4.3 Systems Startup/Commissioning. The **COMPANY** shall startup or commission the installed EMs in accordance with Schedule M. The **COMPANY** shall provide advance written notice of at least twenty (20) business days to the **CITY** of the scheduled test(s). The **CITY** shall have the right, at its cost, to designate representatives to be present at any or all such tests including representatives of the manufacturers of the EMs. The **COMPANY** shall demonstrate that all EMs installed comply in all material respects with the requirements of the Project Documents. The **COMPANY** shall test the components and systems of the installed Ems in accordance with Schedule M. The **COMPANY**, or its subcontractor(s), may, in its discretion, correct or adjust all material deficiencies in operation of the EMs.

ARTICLE 5: COMMENCEMENT DATE AND TERM; INTERIM PERIOD; FISCAL FUNDING

5.1 Commencement Date. The Commencement Date shall be the first day of the month after the month in which all schedules are in final form and accepted by the **CITY** and (a) **COMPANY** shall have delivered a written Notice to the **CITY** that (i) it has completed the installation and commissioning of all of the efficiency measures specified in Schedule A in accordance with Section 7.1 below; (ii) no Event of Default under Article 11 exists; and, (iii) the Assured Performance Guarantee is in full force and effect in accordance with Schedules B and B2; and (b) the **CITY** has inspected and accepted said installation and operation as evidenced

by the Certification of Substantial Completion as set forth in Exhibit III and in accordance with Section 7.1. Compensation payments due to the **COMPANY** for project monitoring, savings measurement and verification and reporting services under this Agreement as set forth in Schedule C shall begin as set forth therein.

5.2. Term of Contract; Interim Period. Subject to the following sentence, the term of this Agreement shall be seventeen (17) years measured beginning with the Commencement Date. Nonetheless, the Agreement shall be effective and binding upon the parties immediately upon its execution, and the period from contract execution until the Commencement Date shall be known as the "Interim Period". All efficiency improvements achieved during the interim period will be fully credited to the Project.

ARTICLE 6: COMPANY COMPENSATION.

6.1 Company Compensation for the Work. Payments to the **COMPANY** for the Work shall be made by the **CITY** in the amounts and in accordance with Schedule C hereto. The amount specified as Compensation for the Work is inclusive of all costs and fees to be paid for the Work pursuant to this Agreement including any training services provided prior to acceptance of the Project by **CITY** and as provided for in Schedule I.

6.2 Monitoring, Savings Measurement and Verification Fees. Payment to the **COMPANY** for monitoring, savings measurement, verification and reporting shall be made by the **CITY** pursuant to and in accordance with Schedule C.

ARTICLE 7: ACCEPTANCE

7.1 Acceptance of the Work. Acceptance of the Work shall occur as portions of the Work permit the **CITY** to operate such Work. Such continuous acceptance shall be in accordance with Schedule J and in accordance with the Project Documents. The Work or portions thereof shall be substantially completed (a) once the **COMPANY** has provided sufficient material and services to permit the **CITY** to operate EMs or a portion thereof and (b) the **CITY** executes the Certification of Substantial Completion in the form of Exhibit III. The Assured Performance Guarantee shall become effective in accordance with Schedules B and B2. Final acceptance of the all of the Work shall occur when the **COMPANY**'s performance of the entire scope of the Work is complete, in accordance with the Project Documents, and the **CITY** has inspected and accepted said installation and operation as evidenced by the Certification of Final Acceptance as set forth in Exhibit V.

7.2 Required Acceptance Submittals by the Company. The **COMPANY** shall submit the following documents to the **CITY** with its notice of Final Completion:

- (a) All Project Documents as described in paragraph 3.5;
- (b) All releases of liens arising out of this Agreement, or receipts in full in lieu thereof, which were not previously delivered, and an affidavit that so far as the **COMPANY** has knowledge or information, the releases and receipts include all labor and material for which a lien could be filed. The **COMPANY** shall submit lien waivers, sworn statements, guarantees, full releases or other evidence reasonably satisfactory to the **CITY** that there are no liens, claims or stop notices pending, filed or threatened against the

CITY, the **COMPANY**, the Work or the EMs whatsoever. The **COMPANY** may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the **CITY** to indemnify the **CITY** against any lien. If any lien remains unsatisfied after the **COMPANY** has received payment due for the Work, the **COMPANY** shall refund to the **CITY** all moneys that the **CITY** may be compelled to pay in discharging the lien, including all costs and reasonable attorney fees;

- (c) Certificates of inspection for all EMs which require local government inspection;
- (d) Asbestos abatement compliance records, if applicable;

7.3 Any retainage amounts will be paid at the completion of and acceptance by **CITY** of final punch list items.

ARTICLE 8: THE EFFICIENCY MEASURES

8.1 EM Warranties. The **COMPANY** warrants that all EMs designed, procured and installed pursuant to this Agreement are new, in good and proper working condition. The **COMPANY** further warrants that the EMs are protected by appropriate written warranties covering all parts and equipment performance for the periods specified in Schedule P. The **COMPANY** shall deliver to the **CITY** for inspection and approval all such written warranties and shall pursue rights and remedies against the manufacturer and each prior seller of the EMs under the warranties in the event of equipment malfunction, improper or defective function, or defects in parts, workmanship or performance for one year following the Commencement Date. The **COMPANY** shall be responsible for managing all warranty activity during the warranty periods set forth in Schedule P and shall notify the **CITY** whenever defects in equipment, parts or performance occur which give rise to such rights and remedies and those rights and remedies are exercised by the **COMPANY**.

All warranties shall be transferable and extend to the **CITY**. The warranties shall specify that only new, and not reconditioned, parts may be used and installed when repair is necessitated by malfunction. The **COMPANY** warrants that all workmanship, materials, and equipment used in conjunction with the EMs will be in conformance with the Project Documents and free from defects for the period, commencing with the date of the beneficial use of each EM to the **CITY** and continuing for the period set forth in Schedule P.

CITY HEREBY ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE THE SOLE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. **CITY** FURTHER ACKNOWLEDGES THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE **COMPANY**, ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY IN ANY WAY WHATSOEVER.

8.2 Correction of Warranted Work.

(a) Commencing with the date of beneficial use of each EM to the **CITY** and continuing for the warranty periods set forth in Schedule P or by the terms of any applicable special warranty required by the Project Documents, the **COMPANY** shall correct or replace all faulty, defective or nonconforming Work in accordance with the timeframes set forth in 8.2(c). After receipt of written notice from the **CITY** to correct such fault or defect, whether it was observed before or after acceptance of the Work, the **COMPANY** will correct the Work unless

the **CITY** has given the **COMPANY** a written waiver of the specific fault or defect. Notice may be given by telephone in the event of an emergency situation. The **COMPANY** shall bear all costs of replacing or correcting such faulty, defective or nonconforming Work.

(b) The **COMPANY** shall, at its own expense, remove from the Premises all portions of defective and nonconforming Work which **COMPANY** is obligated to replace or correct under this paragraph 8.2 unless removal has been waived in writing by the **CITY**.

(c) If the **COMPANY** fails to correct faulty, defective or nonconforming Work as provided in this Section within forty-eight (48) hours after notice, in the case of emergency conditions, or within ten (10) business days in other cases after the **COMPANY's** receipt of written notice from the **CITY** of such faulty, defective or nonconforming Work, the **CITY** may correct such Work at the **COMPANY's** expense including costs incurred due to the removal of faulty, defective or non-conforming and removal and storage of equipment or materials left at the Premises by the **COMPANY**.

(d) If the **COMPANY** does not pay the cost incurred by the **CITY** for such repair, removal and storage within thirty (30) days of written demand therefor, the **CITY** may upon ten (10) additional days' written notice, sell any material and equipment not removed by the **COMPANY** at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the **COMPANY**. If such proceeds of sale do not cover all costs which the **COMPANY** should have borne, the difference shall be charged to the **COMPANY**. If the payments then or thereafter due the **COMPANY** are not sufficient to cover such amount, the **COMPANY** shall pay the difference to the **CITY**.

(e) The **COMPANY** shall bear the cost of repairing or replacing all Work of other companies destroyed or damaged as a direct result of such removal or correction.

(f) Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation which the **COMPANY** might have under the Project Documents. The establishment of the time period set forth in paragraph 8.2(a) above, relates only to the specific obligation of the **COMPANY** to correct the Work and has no relationship to the time within which its obligation to comply with the Project Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the **COMPANY's** liability with respect to its obligations other than to specifically correct the Work. Notwithstanding the provisions of this paragraph 8.2, the **COMPANY** shall, on demand made by the **CITY**, at any time within the seventeen (17) year period following Acceptance, promptly repair or replace all defective or non-conforming Work resulting from fraudulent misrepresentation, fraudulent concealment or willful misconduct by the **COMPANY** or its subcontractors in the performance of the Work.

8.3 Location and Access. The **CITY** shall provide sufficient space at the Premises for the installation and operation of the EMs for the term of this Agreement, including access to office space with a telephone line, if necessary to allow the **COMPANY** to perform required monitoring and training services. The **CITY** shall provide access to the Premises for the **COMPANY** and its employees or subcontractors to install, adjust, inspect, maintain and repair the EMs in accordance with the terms of this Agreement during regular business hours, or such other reasonable hours as may be requested by the **COMPANY** and acceptable to the **CITY**. The **COMPANY's** access to correct any emergency condition shall not be restricted by the **CITY**.

8.4 Company Monitoring Responsibilities for EMs. The **COMPANY** shall be responsible for providing monitoring to the EMs as set forth in Schedule F. All replacements of

and alterations or additions to the EMs shall become part of the EMs and shall become the property of the **CITY**. Any replacements of and alterations or additions made by the **COMPANY** to the **CITY**'s pre-existing equipment, or equipment acquired by the **CITY** during the term of this Agreement, shall become part of said equipment and be owned by the **CITY**. The **COMPANY** shall be compensated for such monitoring services pursuant to Schedule C hereof. In the event of the **COMPANY**'s failure to provide monitoring to the EMs, as provided in Schedule F or if an Event of Default exists pursuant to Article 11, the **CITY** may withhold fees due to the **COMPANY** for such monitoring services until such services are completed or such Event of Default is cured. The **CITY** shall notify the **COMPANY** in writing when any payments are so withheld. The withholding of fees by the **CITY** under this paragraph 8.4 shall not release the **COMPANY** from its obligation to provide the Assured Performance Guarantee.

8.5 CITY Operating and EMs Maintenance Responsibilities. The **CITY** shall be responsible for providing the maintenance, monitoring, service, repairs and adjustments to the EMs. The **CITY** shall not move, modify, remove, adjust, alter or change in any material way the EMs, or any part thereof, during the term of this Agreement, without prior written direction or approval of the **COMPANY**, except in the event of an occurrence reasonably deemed by the **CITY** or the **COMPANY** to constitute a bona fide emergency. The **CITY** acknowledges that substantial deviations from the operating parameters set forth in the Schedules to this Agreement may constitute a material change in accordance with paragraph 9.3 hereof. In addition to the responsibilities set forth in Schedule G, the **CITY** shall use its best efforts to maintain the Premises in good repair and to protect and preserve the EMs in good repair and condition in accordance with applicable manufacturers' recommendations which shall be provided to the **CITY** by the **COMPANY** and to maintain the operating conditions of all mechanical systems and energy and water related systems located at the Premises. The **COMPANY** shall notify the **CITY** of any improper maintenance or repair as soon as **COMPANY** has notice thereof. The **CITY** acknowledges that improper repairs or maintenance of the EMs may constitute a Material Change in accordance with paragraph 9.3, and that the provisions of paragraph 9.5 may be applicable.

8.6 Training by the Company. The **COMPANY** shall conduct the training program described in Schedule I hereto.

8.7 EMs Upgrades; Alterations. The **COMPANY** shall have the right, at all times during the term of this Agreement, subject to the **CITY**'s written approval, to modify or replace any of the EMs or install additional EMs and to revise any procedures for the operation of the EMs or implement other procedures at the Premises provided that: (i) such actions by the **COMPANY** do not result in modifying the standards of comfort and service set forth in Schedule H without the express written approval of the **CITY**, (ii) such modifications or additions to, or replacements of the EMs, and any operational changes, or new procedures are necessary to enable the **COMPANY** to achieve the Assured Performance Guarantee and (iii) any costs incurred relative to such modifications, additions or replacements of the EMs, or operational changes or new procedures shall be the responsibility of the **COMPANY**. All modifications, additions or replacements of the EMs or revisions to operating or other procedures shall be described in a supplemental Schedule(s) to be provided to the **CITY** for approval, which shall not be unreasonably withheld, and incorporated into this Agreement provided that any replacement EM shall be new and have equal or better potential to reduce energy consumption at the Premises than the EM being replaced. The **COMPANY** shall update any and all software to be used in connection with the EMs in accordance with the provisions of Schedule F. All replacements of and alterations or additions to the EMs shall become part of the EMs described in Schedule A and shall become the property of the **CITY**. The **COMPANY** and the **CITY** shall determine in accordance with the provisions of paragraph 9.5, what, if any, adjustments to the Baseline/Benchmarks set forth in Schedule E are

necessary due to upgrades or alterations of the EMs which are necessary to enable the **COMPANY** to achieve the Assured Performance Guarantee.

8.8 Malfunction and Emergencies. The **CITY** shall use its best efforts to notify the **COMPANY** or its designee within forty-eight (48) hours after the **CITY's** actual knowledge of the occurrence of:

8.8.1 Any material malfunction in the operation of the EMs or any pre-existing energy-related equipment;

8.8.2 Any material interruption or alteration of the energy supply to the Premises;

8.8.3 Any material alteration or modification in the EMs or their operation; and

8.8.4 Any material alteration, modification or change in the Premises or the use of the Premises.

The **CITY's** obligation to use its best efforts to notify the **COMPANY** as soon as reasonably possible shall be deemed satisfied if the **CITY** reports any said material malfunction, interruption, alteration, modification or change within forty-eight (48) hours of the **CITY's** actual knowledge thereof.

The **COMPANY** and the **CITY** shall determine in accordance with paragraph 9.5 what, if any, adjustments to the Baseline/Benchmarks set forth in Schedule E are necessary due to any of the events described in this paragraph 8.8.

8.9 Ownership of Certain Proprietary Property Rights. The **CITY** shall acquire no ownership interest in any software, formulas, patterns devices, secret inventions or processes, or copyright, patents, and other intellectual and proprietary rights or similar items of property which are or may become used in connection with the EMs. The **COMPANY** shall grant to the **CITY** a perpetual, irrevocable, non-transferable royalty-free license of any and all software or other intellectual property rights as necessary for the **CITY** to continue to operate, maintain, and repair the EMs in a manner that will maximize energy consumption reductions beyond the expiration of this Agreement.

ARTICLE 9: THE PREMISES

9.1 Description of the Premises. The Premises in which the EMs are to be installed and services are to be provided by the **COMPANY** under this Agreement are described in Schedule D.

9.2 Ownership of Existing Property. The Premises and all equipment and materials existing at the Premises at the time of execution of this Agreement shall remain the property of the **CITY**.

9.3 Material Change Defined. A Material Change shall include any change in or to the Premises, not covered by Schedule E, whether structural, operational or otherwise in nature which reasonably could be expected, in the judgment of the **CITY** and the **COMPANY** to increase or decrease annual costs of energy usage, operational costs or water consumption. Actions by the **CITY** which may result in a Material Change which is subject to this paragraph 9.3, include, but are not limited to the following:

- 9.3.1 Changes in the manner of use of the Premises; or
- 9.3.2 Changes in the hours of operation for the Premises or for any equipment or energy using systems operating at the Premises; or
- 9.3.3 Permanent changes in the comfort and service parameters set forth in Schedule H; or
- 9.3.4 Changes in the occupancy of the Premises; or
- 9.3.5 Changes in the structure of the Premises; or
- 9.3.6 Changes in the types and quantities of equipment used at the Premises; or
- 9.3.7 Modification, renovation or construction at the Premises; or
- 9.3.8 The **CITY's** failure to provide maintenance of and repairs to the EMs pursuant to paragraph 8.5 hereof; or
- 9.3.9 Any significant damage to the Premises or the EMs caused by fire, flood, or other casualty or any condemnation affecting a significant portion of the Premises; or
- 9.3.10 The permanent or temporary closing of a building at the Premises; or
- 9.3.11 Any other substantially changed condition, other than weather, affecting energy use at the Premises; or
- 9.3.11 Any material change described in Schedule E.

9.4 Reported Material Changes; Notice by CITY. The **CITY** shall deliver to the **COMPANY** a written request describing all actual or proposed Material Changes in the Premises or in the operations of the Premises (a "Change Order"), which shall be substantially in form of Exhibit II attached hereto, no less than thirty (30) days before any actual or proposed Material Change is implemented (a "Reported Material Change"). Notice to the **COMPANY** of Material Changes which result because of a bona fide emergency or other situation which precludes advance notification shall be deemed sufficient if given by the **CITY** within forty-eight (48) hours after the event constituting the Material Change occurred or was discovered by the **CITY** to have occurred.

9.5 Reported Material Changes; Adjustments to Baseline/Benchmarks. Any changes in energy or water usage which occur as the result of a Reported Material Change shall be timely reviewed by the **COMPANY** and the **CITY** to determine what, if any, equitable adjustments to the Baseline/Benchmarks set forth in Schedule E or the Assured Performance Guarantee are necessitated by such Material Change(s). The **COMPANY** and the **CITY** agree that any adjustments made to the Baseline/Benchmarks shall be in accordance with generally accepted engineering principles. Any Change Order must be signed by authorized representatives of each party. Any disputes between the **COMPANY** and the **CITY** concerning any such adjustment shall be resolved in accordance with the provisions of Schedule N hereto.

ARTICLE 10: GENERAL TERMS AND CONDITIONS

10.1 Assignment. The **COMPANY** acknowledges that the **CITY** is induced to enter into this Agreement by, among other things, the professional qualifications of the **COMPANY**. The

COMPANY agrees that neither this Agreement nor any right or obligation hereunder may be assigned in whole or in part, without the prior written approval of the **CITY**, which shall not be unreasonably withheld, conditioned or delayed.

10.1.1 Assignment by Company. The **COMPANY** may, with prior written consent of the **CITY**, which consent shall not be unreasonably withheld, conditioned or delayed, delegate its duties and its performance under this Agreement, and/or utilize subcontractors, provided that any assignee(s), delegee(s), or subcontractor(s) shall honor the terms of this Agreement. Notwithstanding the provisions of this paragraph, the **COMPANY** shall remain jointly and severally liable with its assignee(s), or transferee(s) to the **CITY** for all of its obligations under this Agreement.

10.1.2 Assignment by the CITY. The **CITY** may, transfer or assign this Agreement and its rights and obligations herein to a successor or purchaser of the Premises, or an interest therein, subject to the approval of the **COMPANY** which will not be unreasonably withheld.

10.2 Duty to Indemnify. The **COMPANY** shall indemnify, keep and save harmless the **CITY** and its agents and employees against all suits, claims, damages, losses and expenses, including attorney's fees, to the extent caused by, growing out of, or incidental to, the wrongful or negligent performance of the Work under this Agreement by the **COMPANY** or its subcontractors to the full extent as allowed by the laws of the State of Illinois provided that the **CITY** shall promptly notify the **COMPANY** of any suits or claims and shall allow **COMPANY**, at its sole expense, to settle or defend and control the defense of any suit based upon such claim or claims. In the event of any such injury (including death) or loss or damage, or claims therefor, the **COMPANY** shall give prompt notice to the **CITY**. The **COMPANY's** subcontractors shall include the foregoing indemnitees as parties as to whom indemnification is due under their subcontracts.

10.2.1 Effect of Statutory Limitations. In the event of any claim against the **CITY** or against any of its officials or employees, in either their personal or official capacities, made by any direct or indirect employee or agent of the **COMPANY** or of any subcontractor, the **COMPANY's** indemnification obligation shall not be affected by any limitation on the amount or type of damages, compensation or benefits payable to said employee or agent contained in any other type of employee benefit act.

10.2.2 Intellectual Property Claims Indemnification. The **COMPANY** shall protect, defend, indemnify and hold the **CITY** harmless against and from any and all claims, judgments, amounts paid in settlement, costs and expenses, including reasonable attorneys' fees relating to alleged patent, trademark or copyright infringement, misappropriation of proprietary rights, or trade secrets or similar claims, resulting from actions taken by the **COMPANY** in connection with this Agreement.

10.3 Alternative Dispute Resolution. The provisions for Alternative Dispute Resolution (ADR) attached as Schedule N shall govern the resolution of any disputes arising relative to the terms of, or performance required by, this Agreement.

10.4 No Waiver. The failure of **COMPANY** or the **CITY** to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of the **COMPANY** or the **CITY**.

10.5 Severability. It is agreed that the illegality or invalidity of any term or clause of this Agreement, shall not affect the validity of the remainder of this Agreement and this Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

10.6 Complete Agreement; Amendments. This Agreement, when executed, together with all Project Documents and Schedules referred to in paragraph 3.5 and any other exhibits or attachments referred to in this Agreement, shall constitute the entire agreement between the Parties and this Agreement may not be amended or modified except by a written agreement signed by the Parties hereto.

10.7 Further Documents. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

10.8 Applicable Law. This Agreement and the construction and enforceability thereof shall be interpreted under the laws of the State of Illinois.

10.9 Notices. All notices required under this Agreement shall be in writing and shall be deemed properly served if delivered in person to the individual to whom it is addressed or, three (3) days after deposit in the United States mail, if sent postage prepaid by United States registered or certified mail, return receipt requested, as follows:

a) To the **CITY**:

Ryan P. McCrady
City Manager
#1 Gary K. Anderson Plaza
Decatur, IL 62523

(two (2) copies of all submittals, correspondence and notices required under this Agreement)

b) To the **COMPANY**:

Johnson Controls, Inc.
9797 Midwest Avenue
Cleveland, OH 44125
Attn: Regional Vice President -- Energy Solutions

with a copy to (which shall not constitute notice):

Johnson Controls, Inc.
507 East Michigan Street
Milwaukee, WI 53202
Attn: BE Americas -- General Counsel

10.10 Termination for Convenience by the CITY. Subsequent to the Acceptance Date, this Agreement may be terminated at the sole discretion of the **CITY** in accordance with the provisions of this paragraph 10.10.

The **CITY** shall provide notice of its election to terminate to the **COMPANY** no later than thirty (30) days in advance of the end of the current guarantee period. The termination shall become effective on the last day of said guarantee period. The **COMPANY's** obligation to report, reconcile and verify the efficiency improvements achieved during the guarantee period preceding termination remains in full force and effect, as does its obligation, pursuant to paragraph 3.4 of this Agreement, to remit payment to the **CITY** in the event that the efficiency improvements have not been achieved at the level guaranteed by the **COMPANY**.

The termination of this Agreement by the **CITY** shall release the **COMPANY** from its obligation to provide monitoring and training services after the effective date of termination, as well as its obligation to provide the Assured Performance Guarantee after the termination date. Termination by the **CITY** shall release it from the obligation to make any payments to the **COMPANY** for monitoring and training services after the termination date, provided, however, that the **CITY** is responsible for payment for monitoring and training services performed in accordance with the terms of this Agreement prior to the termination date.

10.11 Limitation of Liability. NEITHER **COMPANY** NOR **CITY** WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE, PUNITIVE, EXEMPLARY, LOSS OF PROFITS OR REVENUE, LOSS OF USE, OR SIMILAR DAMAGES, REGARDLESS OF HOW CHARACTERIZED AND REGARDLESS OF A PARTY HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR RELIEF, ARISING IN ANY MANNER FROM THIS AGREEMENT, THE WORK, THE PREMISES, OR OTHERWISE. WITHOUT LIMITING **COMPANY'S** EXPRESS OBLIGATIONS UNDER THE ASSURED PERFORMANCE GUARANTEE, **COMPANY'S** LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PAYMENTS ACTUALLY RECEIVED BY **COMPANY** UNDER SCHEDULE C. The foregoing waivers and limitations are fundamental elements of the basis for this Agreement between **COMPANY** and **CITY**, and each party acknowledges that **COMPANY** would not be able to provide the work and services contemplated by this Agreement on an economic basis in the absence of such waivers and limitations, and would not have entered into this Agreement without such waivers and limitations.

ARTICLE 11: EVENTS OF DEFAULT: REMEDIES; TERMINATION; RIGHT TO OFFSET

11.1 Events of Default by the CITY. Each of the following events or conditions shall constitute an "Event of Default" by the **CITY** with respect to its obligations under this Agreement:

- (i) Any failure to make payments to the **COMPANY** in accordance with the provisions of Schedule C hereof more than ten (10) days after written notification by **COMPANY** that **CITY** is delinquent in making such payment, provided that the **COMPANY** is not in default in its performance under the terms of this Agreement;
- (ii) Any representation or warranty furnished by the **CITY** in this Agreement proves to be false or misleading in any material respect when made;
- (iii) The filing of a bankruptcy petition whether by the **CITY** or its creditors against the **CITY** which proceeding shall not have been dismissed within sixty (60) days of its filing, or an involuntary assignment for the benefit of creditors or the liquidation or insolvency of the **CITY**;

- (iv) Any other material failure by the **CITY** to perform or comply with the terms and conditions of this Agreement, including breach of any covenant contained herein except, provided that such failure if corrected or cured within thirty (30) days after written notice to the **CITY** demanding that such failure to perform be cured shall be deemed cured for purposes of this Agreement.

11.2 Remedies Upon Default by the CITY. If an Event of Default by the **CITY** described in paragraph 11.1 occurs, the **COMPANY** may exercise all rights and remedies available to it under this Agreement or applicable law.

11.3 Events of Default by the Company. Each of the following events or conditions shall constitute an "Event of Default" by the **COMPANY** for purposes of this Agreement with respect to obligations of the **COMPANY**:

- (i) The **COMPANY's** failure to furnish and install the EMs in accordance with the provisions of this Agreement and within the time specified by this Agreement;
- (ii) Failure by the **COMPANY** to pay any amount owing to the **CITY** due to the **COMPANY's** failure to achieve Assured Performance Guarantee during any Guarantee Year throughout the term of this Agreement or to perform any obligation under the Assured Performance Guarantee more than thirty (30) days after written notification by **CITY** that **COMPANY** is delinquent in making such payment, provided that the **CITY** is not in default in its performance under the terms of this Agreement;
- (iii) The standards of comfort and service set forth in Schedule H are not provided solely due to failure of the **COMPANY** to properly design, install, maintain, repair or adjust the EMs except that such failure, if corrected or cured within thirty (30) days after written notice to the **COMPANY** demanding that such failure be cured, shall be deemed cured for purposes of this Agreement;
- (iv) Failure to perform its obligations in accordance with the terms of this Agreement, including failure to provide sufficient personnel, equipment or material to ensure the performance required and failure to meet the Project Installation Schedule provided for in Schedule J, due to a reason or circumstance within the **COMPANY's** reasonable control;
- (v) The **COMPANY's** failure to promptly re-perform within a reasonable time Work or services that were rejected as defective or nonconforming.
- (vi) The **COMPANY's** discontinuance of the required performance for reasons not beyond the **COMPANY's** reasonable control;
- (vii) Any lien or encumbrance upon the EMs by any subcontractor, laborer, materialman or other creditor of the **COMPANY**;
- (viii) Intentionally omitted;
- (ix) Intentionally omitted;
- (x) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by the **COMPANY** to the **CITY**, the **CITY** or a third party;

- (xi) The filing of a bankruptcy petition whether by the **COMPANY** or its creditors against the **COMPANY** which proceeding shall not have been dismissed within sixty (60) days of its filing, or an involuntary assignment for the benefit of creditors or the liquidation or insolvency of the **COMPANY**;
- (xii) Any failure by the **COMPANY** to perform or comply with the terms and conditions of this Agreement, including breach of any covenant contained herein except that such failure, if corrected or cured within thirty (30) days after notice to the **COMPANY** demanding that such failure to perform be cured, shall be deemed cured for purpose of this Agreement.

11.4 Remedies upon Default by the Company. The occurrence of any Event of Default described in paragraph 11.3(xi) shall constitute an immediate default. The occurrence of any Event of Default other than an Event of Default described in paragraph 11.3(xi) which the **COMPANY** has failed to cure within thirty (30) calendar days after receipt of notice given in accordance with the terms of this Agreement and specifying the Event of Default shall, at the sole option of the **CITY**, permit the **CITY** to declare the **COMPANY** in default; provided however, that if such Event of Default cannot reasonably be cured within such thirty (30) day period, such Event of Default shall not constitute a default if the **COMPANY** begins to cure such Event of Default within such thirty (30)-day period and diligently pursues the actions necessary to cure such Event of Default so that the Event of Default is cured as soon as reasonably possible. Written notification of the Event of Default, and the intention of the **CITY** to terminate this Agreement, shall be provided to the **COMPANY** and such decision shall be final and effective upon the **COMPANY's** receipt, as defined herein, of such notice. Upon the giving of such notice as provided herein, the **COMPANY** must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in process, to the **CITY**. At such time the **CITY** may exercise all rights and remedies available to it under this Agreement or applicable law.

If the **CITY** considers it to be in its best interests, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the **CITY** and that if the **CITY** permits the **COMPANY** to continue to perform the Work and other services despite one or more Events of Default, the **COMPANY** shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the **CITY** waive or relinquish any of its rights.

ARTICLE 12: REPRESENTATIONS AND WARRANTIES

12.1 Each party warrants and represents to the other that:

- (a) It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;
- (b) Its execution, delivery, and performance of this Agreement have been duly authorized by, or are in accordance with, its organic instruments, and this Agreement has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;
- (c) Its execution, delivery, and performance of this Agreement will not result in a breach or violation of, or constitute a default under, any material agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and

(d) It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

12.2 Representations and Warranties by the CITY. The **CITY** hereby warrants and represents to the **COMPANY** that:

(a) It will provide throughout the term of this Agreement (or cause its energy suppliers to furnish) to the **COMPANY**, upon its request, copies of all available records and data concerning energy and water usage for the Premises including but not limited to the following data: utility records and rate schedules; occupancy information; descriptions of any major changes in the structure or use of the buildings or heating, cooling, lighting or other systems or energy requirements; descriptions of all energy and water consuming or saving equipment used in the Premises; descriptions of energy management procedures presently utilized; and any prior energy analyses of the Premises. The **CITY** shall make knowledgeable employees and agents available for consultations and discussions with the **COMPANY** concerning energy usage of the Premises.

(b) It has not entered into any leases, contracts or agreements with other persons or entities regarding the leasing of energy efficiency or water utility equipment or the provision of energy or water utility management services for the Premises or with regard to servicing any of the energy or water utility related equipment located in the Premises.

12.3 Representations and Warranties by the Company. The **COMPANY** represents and warrants the following to the **CITY** (in addition to the other representations and warranties contained in the Project Documents), as an inducement to the **CITY** to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement and the Final Completion of the Work.

- (a) That it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under this Agreement;
- (b) That it and each of its employees, agents and subcontractors of any tier are competent to perform its obligations under this Agreement;
- (c) That it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- (d) That it is authorized to do business in the State of Illinois and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Premises;
- (e) That its execution of this Agreement and its performance thereof is within its duly authorized powers; and
- (f) That its duly authorized representative has visited the Premises, familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Project Documents.

ARTICLE 13: APPLICABLE LAWS

ARTICLE 13: APPLICABLE LAWS

13.1 Statutory and Regulatory Requirements. All applicable Federal and State laws and the codes, rules and regulations of all authorities having jurisdiction over the performance of the Project shall apply to this Agreement throughout its term and they will be deemed to be included in this Agreement the same as though written herein in full.

13.2 Company's Failure to Comply with Statutory and Regulatory Requirements. The **COMPANY**, and its subcontractors shall comply with all laws, rules, regulations and codes applicable to performance of the Work and the monitoring and training services to be performed pursuant to Article 6. Except where expressly required by applicable laws and regulation, the **CITY** shall not be responsible for monitoring the **COMPANY's** compliance with any laws or regulations. When the **COMPANY** observes conflicting regulatory requirements, it shall notify the **CITY** in writing immediately. If the **COMPANY** performs any of the Work or other services required by this Agreement knowing or having reason to know that the Work or such services are contrary to such laws, rules and regulations, the **COMPANY** shall pay all costs arising therefrom.

ARTICLE 14: RIGHT TO AUDIT.

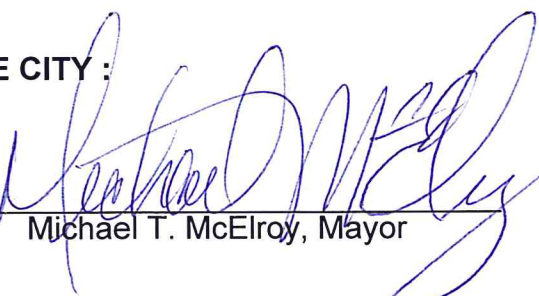
The **CITY** shall have the right, at its expense, to have reasonable access to and audit all of the **COMPANY's** records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement. In addition, the **CITY** or its authorized representative shall have access to the **COMPANY's** facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article; provided, however, that **CITY** provides **COMPANY** with at least thirty (30) days' prior written notice and **CITY** cannot conduct more than one such audit per calendar year.

ARTICLE 15: EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Energy Services Agreement by their authorized signatures as of this 17th day of June, 2013.

THE CITY :

BY:

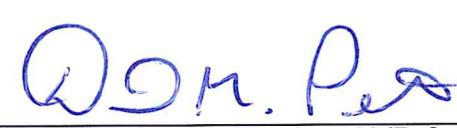

Michael T. McElroy, Mayor

ATTEST:

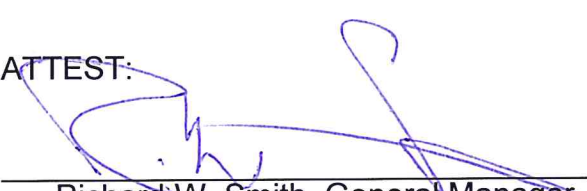

City Clerk

THE COMPANY:

BY:


David M. Peters, Regional VP & Gen Mgr.

ATTEST:


Richard W. Smith, General Manager

ATTACHMENT A

CONSTRUCTION PROCESS PROVISIONS

A.1.1 Description of the Work. The design, procurement installation and commissioning of the EMs specified in Schedule A and the Training services described in Schedule I, which are integral to the operation of the EMs, are referred to in this Agreement as the "Work." The monitoring, and savings measurement and verification services detailed in Schedule L, performance of which does not commence until after the Commencement Date, are not part of the Work.

A.1.2 Supervision of the Work. The **COMPANY** shall supervise and direct the performance of the Work using its best skill, attention and judgment. The **COMPANY** shall be solely responsible for site safety and for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Agreement, except as identified on Schedule G.

A.1.3 Rejection of the Work by the CITY. The **CITY** may reject any sequences or procedures proposed by the **COMPANY** in connection with the Work which might constitute or create a hazard to the Premises, or to persons or property, or which deviate from the Project Documents or will result in schedule delays or additional costs to the **CITY**. This provision shall not be construed to mean that Work which is not rejected is therefore approved.

A.1.4 Responsibility for the Work. The **COMPANY** shall not be relieved of its obligations to perform the Work in accordance with the Project Documents by reason of observations or inspections, tests or approvals by any person or entity except as expressly agreed to in writing by an authorized representative of the **CITY**.

A.1.5 Coordination of the Work. The **COMPANY** shall consult with the personnel designated by the **CITY** in order to coordinate the Work, including installation of any EM, and to provide appropriate training in the operation of any EM. The **COMPANY** shall not permit any act which will interfere with the performance of the **CITY's** business activities at the Premises without the prior written approval of the **CITY**. The **COMPANY** may install no EM that will require the hiring of additional personnel by the **CITY** without the express permission and written approval of the **CITY**.

The **COMPANY** shall consult with the **CITY** regarding the coordination of the Work with any other Work being performed by other Companies at the Premises.

A.1.6 Sufficient Workforce. The **COMPANY** shall furnish a competent and adequate staff as necessary for the proper administration, coordination and supervision of the Work; organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Work; and ensure that an adequate force of skilled workmen are available to complete the Work in accordance with all requirements of this Agreement.

A.1.7 Project Manager. The **COMPANY** shall employ a competent project manager who shall be responsible for the coordination of the Work, and who shall be authorized to commit the **COMPANY** with regard to manpower, schedule, coordination and cooperation. The project manager shall not have less than two years of documented experience in responsible field supervision for projects of comparable size and complexity. The **COMPANY** shall give the **CITY** advance written notice if it intends to remove or replace the project manager. In the event the project manager fails to perform its duties under this Agreement the **COMPANY** shall provide a competent replacement.

A.1.8 Harm to Structure of the Premises. The **COMPANY** shall perform the Work under this Agreement and install the EMs in such a manner so as not to harm the structural integrity of the Premises or their operating systems, except as specifically described in the Project Documents which have been approved by the **CITY**. The **COMPANY** shall repair and restore to its condition immediately preceding the performance of the Work, any area of damage caused by its performance under this Agreement which has not been so described in the Project Documents and approved by the **CITY**. The **COMPANY's** failure to complete the repair or restoration required under this paragraph A.1.8 shall constitute an Event of Default under paragraph 11.3 hereof.

A.1.9 Responsibility for Damages. The **COMPANY** shall be responsible for all loss or damage to the Work, the Premises, or to improvements or personal property thereon directly caused by the **COMPANY's** performance of the Work.

A.1.11 Verification of Dimensions and Existing Conditions. The **COMPANY** is responsible for becoming knowledgeable of the conditions of the Premises relating to the performance of the Work and the conditions under which the Work is to be performed, other than concealed conditions which the **COMPANY** should not have reasonably been expected to discover or anticipate. All discrepancies between the requirements of the Project Documents and the existing conditions or dimensions shall be reported to the **CITY** as soon as they are discovered. Failure to so report shall constitute the **COMPANY's** acceptance of existing conditions as fit for the proper execution of the Work under this Agreement, other than concealed conditions which the **COMPANY** should not have reasonably been expected to discover or anticipate.

A.1.12 Changed Conditions. Should the **COMPANY** encounter subsurface or latent physical conditions at the site which differ materially from those indicated in the Project Documents or from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Agreement, the **COMPANY** shall give written notice to the **CITY** before any such condition is disturbed or further disturbed. No claim of the **COMPANY** under this provision will be allowed unless the **COMPANY** has given the required notice. The **CITY** will promptly investigate and, if it is determined that the conditions materially differ from those which **COMPANY** should reasonably have been expected to discover or anticipate, the **CITY** will approve such changes in the Project Documents as may be necessary. If such changed conditions cause an increase or decrease in the **COMPANY's** cost or time of performance, the parties may negotiate a mutually acceptable solution.

A.2 The CITY's Right to Carry Out the Work.

A.2.1 In the event that the **COMPANY** neglects or fails to carry out the Work in accordance with this Agreement and the Project Documents, the **CITY** may correct such deficiencies after giving twenty (20) business days written notice to the **COMPANY** and its surety. This shall be without prejudice to any other remedy the **CITY** may have. **CITY** may deduct from the payments to be made to the **COMPANY** for the Work, pursuant to paragraph 6.1 hereof and of Schedule C, the amount of all costs incurred in correcting deficiencies made necessary by such neglect or failure. If such payments to be made to the **COMPANY** are not sufficient to cover such amount, the **COMPANY** shall be liable in such amount to the **CITY**.

A.2.2 Emergencies. In case of bona fide emergencies as determined by the **CITY** involving public health or public safety or to protect against further loss or damage to the **CITY's** property or to prevent or minimize serious disruption of **CITY** services or to insure the

integrity of **CITY's** records, the **CITY** may cause such Work as is necessary to be performed without prior notice to the **COMPANY** or its surety.

A.2.3 Right to Reject or Stop the Work. The **CITY** may reject any of the Work which does not conform to the Project Documents. If the **COMPANY** fails to correct defective Work or fails to supply labor, materials or equipment in accordance with the Project Documents or to execute the Work in a workmanlike manner, the **CITY** may order the **COMPANY** to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

A.2.4 Right to Terminate the Company's Performance of the Work. If the **COMPANY** fails or refuses to prosecute the Work with such diligence as to allow completion of the Work substantially in accordance with the Project Installation Schedule, or commits a material breach of any other provision of this Agreement or the Project Documents, and provided that such breach continues for thirty (30) days after written notice to the **COMPANY** demanding that such breach be cured or if cure cannot be effected in such thirty (30) days, **COMPANY's** failure to propose and commence a cure acceptable to the **CITY** within such thirty (30) days, the **CITY** may terminate the **COMPANY's** right to proceed with the Work as specified herein. In no event shall the **CITY** have any obligation to compensate the **COMPANY** for delays arising pursuant to the **COMPANY's** failure or refusal to complete the Work and damages arising in connection therewith.

In such case, the **CITY** will give the **COMPANY** and its surety written notice of intention to terminate the **COMPANY's** right to complete the Work and the reason therefor and, unless within seven (7) business days the delay or violation shall cease or a cure acceptable to the **CITY** for correcting the situation is proposed, the **CITY** may issue a termination notice to such effect for the **COMPANY** and its surety. Thereupon, the surety will be given the opportunity to complete the Work in accordance with the Project Documents. Such completion may include, but not be limited to, the use of a completing **COMPANY**, satisfactory to the **CITY**, pursuant to a written takeover agreement, the payment of a sum of money required to allow the **CITY** to complete the Work, or other arrangements agreed to by the **CITY** and the surety.

If within seven (7) business days following the issuance of the termination notice, the surety fails to notify the **CITY** that it intends to exercise its right to undertake the Work, the **CITY** may take over the Work, exclude the **COMPANY** from the Premises and take possession of all of the **COMPANY's** tools, appliances, equipment and machinery at the Premises and use the same to the full extent they could have been used by the **COMPANY** (without liability for trespass or conversion), incorporate into the Work all materials and equipment stored at the Premises and finish the Work as the **CITY** may deem expedient.

In the event the **CITY** terminates the **COMPANY's** right to complete the Work under this paragraph A.2(d), the **COMPANY** shall not be entitled to receive further payments until a Certificate of Acceptance has been delivered pursuant to paragraph 5.3 hereof specifying the amount, if any, payable to the **COMPANY** pursuant. If the **CITY's** expenses in completing the Work exceed the **COMPANY's** Compensation for the Work, the **COMPANY** shall pay the difference to the **CITY** upon demand therefor.

Provided further, that a Certificate of Acceptance directing payment to the **COMPANY** for any portion of the Work be issued only if the notification required pursuant to Article 7 has been delivered by the **COMPANY**. If the **COMPANY** is not able to deliver such notification, the **CITY** shall not execute and deliver a Certificate of Acceptance and may terminate this Agreement in accordance with the provisions of Article 11 and may pursue any and all remedies provided therein.

A.3 Permits and Approvals. The **COMPANY** shall obtain and pay for all necessary permits and approvals for the design, installation and operation of the EMs. The **CITY** shall exercise its best efforts to assist the **COMPANY**. The EMs and the operation of the EMs by the **COMPANY** shall at all times conform to all applicable codes. The **CITY** cannot and will not waive any permits or approvals required from any other governmental bodies.

The **COMPANY** shall furnish copies of each permit or license which is required to perform the Work to the **CITY** before the **COMPANY** commences the portion of the Work requiring such permit or license.

If the **COMPANY** observes that any of the Project Documents are at variance with permits or licenses granted, or laws, ordinances, codes, rules or regulations of governmental authorities, the **COMPANY** shall promptly notify the **CITY** in writing and shall make any necessary changes, subject to the approval thereof by the **CITY** in accordance with the terms of this Agreement. If the **COMPANY** performs any Work which is contrary to any permit or license granted, or any applicable laws, ordinances, codes, rules or regulations, the **COMPANY** shall make changes as required to comply therewith and shall bear all costs arising therefrom without additional compensation from the **CITY**.

A.4 Royalties and Patents The **COMPANY** shall pay all royalties and license fees due to third parties in connection with the Work. The approval of any method of construction, invention, appliance, process, article, device, material or equipment of any kind by the **CITY** will only be an approval of its adequacy for the Work, and will not be an approval of the use thereof by the **COMPANY** in violation of any Patents or other rights of any third person. The **COMPANY** shall indemnify the **CITY** against all suits and claims that may be based on an infringement of Patents, trademark or trademark on designs.

A.5 Project Schedule. The **COMPANY** shall consult with the **CITY** concerning the development of a detailed Project Installation Schedule and, recognizing that time is of the essence of this Agreement, shall perform the Work in such manner and with such sufficient equipment and forces to complete the Work in accordance with Schedule J.

A.6 Extensions. Extensions of time will be allowed for delays which affect critical items on the Project Installation Schedule arising from unforeseeable causes beyond the control and without the fault or negligence of the **COMPANY**.

A request for an extension of time must be made in writing to the **CITY** within fifteen (15) calendar days after the cause of delay. In the case of a continuing cause of delay, only one request is necessary. The grant of an extension of time to the **COMPANY** shall not impair or prejudice the rights of the **CITY** hereunder.

A.7 Compensation for Delay.

(a) Certain risks and uncertainties in connection with the Work are assumed by the **COMPANY** as a part of this Agreement and are included in the **COMPANY** Compensation for the Work. Thus, the **COMPANY**, except as otherwise definitely specified herein, shall bear all loss or damage for hindrances or delays during the progress of any portion of the Work and also all loss or damage arising out of the nature of the Work to be done, or from inclement weather, or from any unforeseen and unexpected conditions or circumstances encountered in connection with the Work, and except as otherwise definitely specified in this Agreement, no payment shall be made by the **CITY** for such loss or damage.

(b) The **COMPANY** shall be entitled to payment from the **CITY** only for those actual damages, costs or expenses which are directly attributable to delays in the performance of the Work which are caused by the **CITY**.

A.8 Subcontracts and Subcontractors. The **COMPANY** shall have the right to have any of the services to be provided by the **COMPANY** under this Agreement accomplished by subcontractors pursuant to written subcontracts between the **COMPANY** and such subcontractors.

All subcontracts shall be subject to, consistent with, and in conformance with all applicable State and federal laws, rules, regulations and codes, and shall contain provisions that require all services to be performed in strict accordance with the requirements of this Agreement and shall provide that the subcontractors are subject to all the terms of this Agreement. Provided that such agreements do not prejudice any of the **CITY's** rights under this Agreement, such agreements may contain different provisions than are provided herein with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Work.

The **COMPANY** shall not grant or allow to exist any lien or security interest for labor or material or otherwise on the EMs, the Premises or any other property owned by the **CITY**.

A.9 Intentionally omitted.

A.10 Hazardous Materials.

(a) The **COMPANY** acknowledges that compliance with the National Emission Standard for Hazardous Air Pollutants as promulgated by the United States Environmental Protection Agency pursuant to Section 112 of the Clean Air Act is a continuing obligation requiring any and all demolition or renovation activity completed by or on behalf of the **CITY**, to conform to the standards for such activity as set forth in 40 CFR 61.145. The **COMPANY** shall observe all notification procedures established by the United States and Illinois Environmental Protection agencies in the execution of the Work under this Agreement.

(b) The pertinent provisions of the Hazardous Substances Construction Disclosure Act, 415 ILCS 70/1, (the "Act") shall apply in the event that the **COMPANY** or any of its subcontractors encounters any hazardous substance or material covered by the Act in the performance of the Work, the existence of which has not previously been disclosed to the **COMPANY** by the **CITY**. The **COMPANY** shall, before disturbing such materials, immediately notify the **CITY** of the location thereof. The **COMPANY** shall advise the **CITY** as to whether it is feasible to re-route the Work as to avoid such materials. If such re-routing is reasonably feasible, the **COMPANY** shall do so without additional compensation hereunder.

If such re-routing or avoidance is not reasonably feasible in the judgment of the **CITY** and such material must be disturbed or relocated to complete the Work, and if (i) removal or containment of the hazardous substance or material cannot be effectuated without a cessation of the Work; or (ii) applicable law, rule or regulation requires cessation of the Work, or (iii) continuation of the Work exposes any person to a substantial risk, the **COMPANY** may suspend its performance of the Work without penalty until the substance or material is removed or contained by the **CITY**.

(c) The following options are available to the **CITY** in the event that undisclosed hazardous materials are encountered in the performance of the Work by the **COMPANY** or its subcontractors:

- (i) If feasible, the **CITY** may direct the **COMPANY** to modify the scope of the Work to eliminate portions of the Work affected by the undisclosed hazardous substance or material.
- (ii) The **CITY** may terminate this Agreement upon payment to the **COMPANY** of the amount due for services or materials and equipment supplied by the **COMPANY** prior to suspension of the Work, including damages caused by the delay as prescribed by the Act. Provided, however, that the **CITY** shall not be liable for damages or other costs or expenses incurred by the **COMPANY** if the existence of the hazardous substance or material was disclosed to the **COMPANY** by the **CITY** or, if as a result of the **COMPANY's** review of the Project Documents, including any Asbestos Management Plan developed for the Premises and its investigation of the Premises, the **COMPANY** should reasonably have been expected to discover or anticipate the existence of the hazardous substance or material and the **COMPANY** could have developed the scope of the Work in such a manner as to avoid said hazardous substance or material.

(d) The **COMPANY** and the **CITY** agree that any Work relating to (i) asbestos, material containing asbestos, or the existence, use, detection, removal, containment or treatment thereof, or (ii) pollutants, hazardous wastes, hazardous materials, contaminants (collectively "Hazardous Materials") or the storage, handling, use, transportation, treatment or the disposal, discharge, leakage, detection removal or containment thereof is the responsibility of the **CITY**. Notwithstanding the foregoing, the **COMPANY** will utilize due diligence in order to determine whether the Work will require the removal of PCB ballasts and whether asbestos is likely to be encountered in the performance of the Work. **COMPANY** shall notify the **CITY** in the event the **COMPANY** encounters such materials in the performance of the Work and cease all Work in any affected areas.

If an Asbestos Management Plan has been developed for the Premises, the **CITY** shall make said plan available for the **COMPANY'S** review and inspection throughout the Interim Period.

A.11 Material and Workmanship.

(a) The **COMPANY** shall ensure that all materials used by the **COMPANY** and its subcontractors and workmanship performed or caused to be performed by the **COMPANY** in connection with the Work meets or exceeds all applicable codes and is performed in a workmanlike manner. Where conflicts exist between applicable codes, the more stringent provision shall apply;

(b) The **COMPANY** shall ensure that all equipment and materials to be used in the Work for which Underwriters Laboratory labeling services is provided shall be UL labeled;

(c) The **COMPANY** shall obey the following list of codes where applicable:

- 1) Applicable construction and electrical code;
- 2) Underwriters Laboratories (UL);
- 3) Insulated Power Cable Engineers Association (IPCEA);
- 4) National Electrical Code (NEC);
- 5) National Electrical Manufacturers Association (NEMA);

- 6) American National Standards Institute (ANSI); and
- 7) Institute of Electrical and Electronic Engineers (IEEE).

(d) The **COMPANY** shall timely advise the **CITY** in writing of all existing equipment and materials to be replaced at the Premises as part of the Work and the **CITY** shall within fifteen (15) days designate in writing to the **COMPANY** the equipment and materials which should not be disposed of off-site by the **COMPANY**. The **COMPANY** shall be responsible for the disposal of all equipment and materials removed or replaced through its performance of the Work in accordance with all applicable laws and regulations regarding such disposal, except those items designated by the **CITY** as nondisposable. The cost of disposal to be performed by the **COMPANY** is included in the **COMPANY** compensation for the Work set forth in Schedule C.

A.12 Intentionally omitted

A.13 Responsibility for Materials. The **CITY** does not assume any responsibility for the availability of any controlled materials or other materials and equipment required for the Work. However, **CITY** reserves the right to review and approve the quality and standards for all materials. The **COMPANY** shall be responsible for the contracted quality and standards of all materials, components or completed Work furnished by the **COMPANY** pursuant to the terms hereof. Materials, components or completed Work which fails to comply with this Agreement and the Project Documents may be rejected by the **CITY** and shall be replaced by the **COMPANY** at no cost to the **CITY**. The **COMPANY** shall remove from the Premises within a reasonable time any materials or components so rejected at the entire expense of the **COMPANY**, after written notice has been delivered by the **CITY** to the **COMPANY** that such materials or components have been rejected.

A.14 Inspections.

(a) All materials and equipment and each part of the detail of the Work shall be subject at all times to inspection by the **CITY** or its designated representatives or consultants, and the **COMPANY** will be held strictly to the true intent of this Agreement and the Project Documents with regard to quality of materials, workmanship, and the diligent execution of the Work.

(b) The **COMPANY** shall allow the **CITY** access to all parts of the Work, and shall furnish such information and assistance as is required to make a complete and detailed inspection or inspections.

(c) All material and equipment installed as part of the Work must be inspected, tested and approved in accordance with the Project Documents and this Agreement prior to its use.

(d) The **COMPANY** shall, if the **CITY** requests, remove or uncover such portions of the finished Work as the **CITY** may direct. After the examination, the **COMPANY** shall restore said portion of the Work to the standard required by this Agreement and the Project Documents. If the Work thus exposed or examined proves acceptable, the expenses of uncovering or removing and the replacing of the parts removed shall be the responsibility of the **CITY** and such uncovering, removing and replacing shall be deemed to be an excusable event of delay, if a delay in completion is caused thereby. If the Work so exposed or examined has not been performed in accordance with the Project Documents, the expense of uncovering, removing and replacing any portion of the Work necessary to comply with this

Agreement and the Project Documents shall be borne by the **COMPANY** and requests for a time extension or claims for delay will not be granted.

(e) Upon written request by the **COMPANY**, the **CITY** shall schedule preliminary inspections of the Work as soon as practicable after notification by the **COMPANY** that major Ems or systems are substantially installed. If such Work is not acceptable to the **CITY** at the time of such preliminary inspections, the **COMPANY** will be provided written notice as to the particular defects to be remedied before the Work will be accepted. The date such Work is approved by the **CITY**, shall be the date of beneficial use to the **CITY** for the applicable EM, relative to the commencement of the warranty period set forth in Schedule P for such EM.

Notwithstanding the foregoing, the Certificate of Acceptance shall not be executed until a final inspection has been performed.

A.15 Project Meetings. The **COMPANY** shall provide for regularly scheduled project meetings in the Project Installation Schedule, and shall give timely advance written notice and agenda of such meetings to the **CITY**. The **COMPANY** shall record minutes and distribute copies of minutes of meetings to the **CITY** within five (5) business days after each meeting. The **COMPANY** shall schedule additional project meetings if requested by the **CITY**.

A.16 Assignment of Claims. The **CITY** shall not be bound by any assignment by the **COMPANY** to third parties of moneys due or to become due or of any other claims it may have under this Agreement except where the **CITY** consents in writing to be so bound.

A.17 Claims and Disputes. The **COMPANY** shall promptly notify the **CITY** in writing of any claims or disputes relating to the Work. Failure to notify the **CITY** in such instances may result in rejection of any such claim.



***Johnson Controls, Inc. — Solutions Group
Performance Contract***

PERFORMANCE CONTRACT

This Performance Contract (this “Agreement”) is made this 6th day of August, 2018 between:

PARTIES

JOHNSON CONTROLS, INC. (“JCI”)
3007 Malmo Drive
Arlington Heights, IL 60005

and

CITY OF DECATUR (“Customer”)
One Gary K. Anderson Plaza
Decatur, IL 62523

AMMENDMENT: The following is an Amendment to the original Performance Contract between the Parties signed and dated June 17, 2013 and attached hereto.

RECITALS

WHEREAS, Customer desires to retain JCI to perform the work specified in Schedule 1 (Scope of Work) hereto (the “Work”) relating to the installation of the improvement measures (the “Improvement Measures”) described therein; and

WHEREAS, Customer is authorized and empowered under applicable Laws (as defined below) to enter into this Agreement, and has taken all necessary action under applicable Laws to enter into this Agreement; and

WHEREAS, Customer selected JCI to perform the Work after it determined JCI’s proposal was the most advantageous to Customer in accordance with all applicable procurement and other Laws.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

AGREEMENT

1. **SCOPE OF THE AGREEMENT.** JCI shall perform the Work set forth in Schedule 1. After the Work is Substantially Complete (as defined below) and the Certificate of Substantial Completion is executed by Customer and JCI, JCI shall provide the assured performance guarantee (the “Assured Performance Guarantee”) and the measurement and verification services (the “M&V Services”) set forth in Schedule 2 (Assured Performance Guarantee), as applicable. Customer shall make payments to JCI for the Work and the M&V Services in accordance with Schedule 4 (Price and Payment Terms).
2. **AGREEMENT DOCUMENTS:** In addition to the terms and conditions of this Agreement, the following Schedules are incorporated into and shall be deemed an integral part of this Agreement:

Schedule 1 – Scope of Work
Schedule 2 – Assured Performance Guarantee

EXHIBIT B

Schedule 3 – Customer Responsibilities
Schedule 4 – Price and Payment Terms
Attachment 1 – Notice to Proceed
Attachment 2 – Change Order
Attachment 3 Certificate of Substantial Completion
Attachment 3A – Certificate of Final Completion
Appendix 1 – Line-by-Line Lighting Scope

3. **NOTICE TO PROCEED; SUBSTANTIAL COMPLETION; M&V SERVICES.** This Agreement shall become effective on the date of the last signature on the signature page below. JCI shall commence performance of the Work within ten (10) business days of receipt of Customer's Notice to Proceed, a form of which is attached hereto as Attachment 1, and shall achieve Substantial Completion of the Work by the Substantial Completion date, which shall be:

- a) the date on which Customer executes a Certificate of Substantial Completion substantially in the form attached hereto as Attachment 3;

For purposes of this Agreement, "Substantial Completion" means that JCI has provided sufficient materials and services to permit Customer to operate the Improvement Measures. The M&V Services shall commence on the first day of the month following the month in which Customer executes a Certificate of Substantial Completion and shall continue throughout the Guarantee Term, subject to earlier termination of the Assured Performance Guarantee as provided herein. Customer acknowledges and agrees that if, for any reason, it (i) cancels, or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of Customer's responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability thereunder.

CITY OF DECATUR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

JOHNSON CONTROLS, INC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SCOPE OF WORK**General:**

1. All Work being performed by customer shall be separate from this agreement.
2. Access to work will be coordinated with customer and performed on the 1st shift, Monday through Friday, excluding holidays unless otherwise noted. Overtime or Double Time is excluded.
3. Scope of work to be provided is based on the Description of Work below.

ECM List
ECM-1 Streetlights LED Upgrade
ECM-1A Streetlights Connected Technology
ECM-2 Parking Lot LED Fixtures Upgrade
ECM-3 Library Interior LED Lighting Upgrade
ECM-4 Civic Center Interior LED Lighting Upgrade
ECM-5 Library VAV System DDC Controls Upgrade

Description of Work:**ECM-1 Streetlights LED Upgrade**

General Scope: This scope of work addresses the Light Emitting Diode (LED) retrofit for the City of Decatur streetlights:

Scope of Work: (Also see Appendix 1. for the line-by-line description of fixtures and specific scope)

1. Replace the existing city-owned HID (high-intensity discharge) fixtures with new LED fixtures.
2. One-for-one replacement of cobraheads and floods.
3. One-for-one replacement of decorative fixtures with the exception of the downtown streetscape decorative fixtures.
4. Each fixture will be equipped with a standard photocell.
5. Upgrade (14) decorative fixtures to new LED at the Central Park at South Park street and North Franklin streets

ECM-1A Streetlights Connected Technology

General Scope: This scope of work addresses the installation of a connected lighting system for all fixtures installed in ECM-1.

Scope of Work:

1. Wireless nodes, gateways, dashboard access, software startup and on-site commissioning/training is included
2. Provide 10-Year hosting service fees to maintain hardware, software and maintenance.

ECM-2 Parking Lot LED Fixtures Upgrade

General Scope: This scope of work addresses the LED retrofit for the following parking lot sites for the City of Decatur:

- Lot B
- Lot C
- Lot E
- Lot G
- Lot I
- Lot L
- Transit Lot

Scope of Work: (Also see Appendix 1. for the line-by-line description of fixtures and specific scope)

1. Replace the existing linear fluorescent lamps with LED lamps and drivers in stairwells and walkway.
2. Canopy's, floods, wall packs and floods fixtures will be replaced with new LED fixtures.
3. Bollards will be relamped with LED lamps along with select canopies in restrooms and decorative type fixtures.

ECM-3 Library Interior LED Lighting Upgrade

General Scope: This scope of work addresses the LED retrofit of the interior and exterior lighting fixtures for the City of Decatur Public Library:

Scope of Work: (Also see Appendix 1. for the line-by-line description of fixtures and specific scope)

1. Replace the existing linear fluorescent lamps with LED lamps and drivers.
2. Recessed cans will be retrofitted with LED kits..
3. Existing incandescent, compact fluorescent and decorative metal halide lamps will be relamped with LEDs.
4. Existing LED fixtures will not be retrofitted.
5. Sensors will be installed where applicable to comply with the State of Illinois Energy Code.
6. For the exterior, all existing fixtures will be replaced with new LED fixtures.

ECM-4 Civic Center Interior LED Lighting Upgrade

General Scope: This scope of work addresses the LED retrofit of the interior and exterior lighting fixtures for the City of Decatur Civic Center.

Scope of Work: (Also see Appendix 1. for the line-by-line description of fixtures and specific scope)

1. Replace the existing linear fluorescent lamps with LED lamps and drivers.
2. Recessed cans will be retrofitted with LED kits.
3. Please note that the auditorium lighting is not included in the scope.
4. Existing incandescent and compact fluorescents will be relamped with LEDs.
5. Existing LED fixtures will not be retrofitted.
6. Sensors will be installed where applicable to comply with the State of Illinois Energy Code.
7. For the exterior, all existing fixtures will be replaced with new LED fixtures with the exception of the existing LED fixtures. Those will remain as-is.

Lighting Scope Exclusions:

- Sales tax.
- Existing deficiencies not covered. This includes but is not limited to insufficient pole spacing. JCI can explore per the customer's request, however, the costs to add fixtures/poles are not included.
- Replacement of damaged poles.
- The GIS database contains fixtures that the customer owns, GIS database to be provided to customer at the completion of the project. The scope of work only covers the replacement of the street lights specified in the Line-By-Line (LxL) audit in Appendix 1. Fixtures that currently house LEDs are not included. If additional city-owned fixtures are discovered during installation, the customer will be responsible for those costs.
- Areas that are not currently meeting RP8 standard, will not meet RP8 after the LED fixtures are installed.
- The existing fixtures are 120-277v, and not 480v.
- It is assumed that all motion sensors, time clocks, switches or energy management systems are in working order.
- The repair or replacement of cracked or damaged fixture lenses or louvers are not included unless otherwise noted.
- Upgrades or enhancements of the existing fixture lens or louver is not included unless otherwise noted.
- Decorative fixtures located in the downtown Streetscape area.
- It is assumed that the existing Emergency Lighting System is in working order and any upgrades/repairs are not included.
- Replacement of defective emergency battery back-up ballast is not included unless otherwise noted.
- The re-configuration of the existing lighting system layout is not included.

- Removal or replacement of ceiling tiles is not included.
- Work in or around Asbestos contaminated areas is excluded.
- All electrical wiring other than that required for ballast replacement within the existing lighting fixtures is excluded.
- It is assumed that the present system meets the lighting code. If the existing system fails to meet NEC requirements, we will contact the customer. Any required changes or upgrades are not covered by JCI.
- The addition of fixtures in “poorly lit” areas is not covered under this “Scope of Work” unless otherwise noted.
- It is assumed that the existing fixtures are not security grade fixtures. (Tamperproof, locking fastener type lens or door frame).
- Existing fixtures are in a well-maintained condition. (Not rusted or brittle).
- Pricing is valid for 90 days from the quotation date. Executed contract and product submittal approval is required prior to procurement of materials.
- All work done in accordance with industry standards and approved safety practices. Professional performance by licensed, insured and certified personnel skilled in lighting retrofit services.
- All work performed during normal business hours, 40 hours work week, Monday through Friday; weekends or overtime not included.
- All circuit breakers, contactors and switches are assumed operational.
- JCI shall be given ample notice for security clearance procedures required for access to any facility included in the scope of work.
- The street lighting portion is proposed as a one to one replacement based upon the existing fixture type, i.e. existing cobrahead luminaires will be replaced with the LED equivalent. Decorative luminaires will be replaced with the LED equivalent and housing shall be same appearance as existing and as approved by the Customer.
- If specified materials become either temporarily or permanently unavailable for reasons beyond the control of JCI, then the expected time for performance of the work will be extended to the extent of unavailability and we reserve the right to provide Customer approved equivalent substitutions at no price increase.
- After 1st year, Warranty Labor is to be the responsibility of the owner, who will assign a maintenance contractor or perform the maintenance with city staff.
- Warranty after year 1 will be Manufacturer's warranty for materials only.
- Manufacturer warranties of lamps and fixtures installed and components are covered by the individual manufacturers published policies. JCI will furnish contact information for each manufacturer and warranty information for approval by the Customer. Alleged defective product may be required for return to factory for analysis.
- Customer is tax exempt and must provide JCI with exemption certificate.
- Electrical permits and fees are not included
- Cost for replacement of existing wiring and/or electrical issues in interior/exterior fixtures is not included. If defects are found these will be documented by JCI and the Customer is to be notified.
- Cost for repair or replacement of yellowed, cracked, damaged or missing fixture lenses, louvers or other components has not been included.
- JCI will record field issues related to: condition of wiring in poles, missing or corroded fasteners, broken or damaged poles/fixtures. Recordings will be input in the JCI Worksite and made available to the Customer.
- JCI shall provide repairs within 5 days after notification if JCI is mobilized on site or within 10 days after notification if JCI is not mobilized on site.
- Any difference in fixture type and quantities will be adjusted and invoiced for actual install and the savings will be adjusted accordingly only within the contract limits.

- Traffic control is included per Illinois IDOT requirements. Any additional labor and material required for lane closures is not included.
- The addition of light fixtures in "poorly" lit areas is not covered under this Scope of Work unless otherwise noted.
- All project related rubbish, cardboard, packing materials, etc. will be placed in designated locations provided by JCI.
- Existing Fuse protection will be removed and reinstalled during fixture replacement. Existing fuse/disconnect will be left in place, and will include replacement of fuses if necessary for installation of the new fixtures. Any repairs to electrical primary and secondary feeds will be the responsibility of the municipality.
- Provide lockout / tagout on electrical cabinets.
- Provide daily work reports to the Customer describing location of work crews.
- The auditorium lighting in the Civic Center is not included.
- Updates/upgrades to the existing control system in the Civic Center arena.

ECM-5 Library VAV System DDC Controls Upgrade

General Scope: This scope of work addresses replacement of the temperature controls for the City of Decatur Public Library.

Scope of Work: (Also see Appendix 1. for the line-by-line description of fixtures and specific scope)

1. Disconnect and remove the existing temperature controls for Air Handling Unit "AHU-1", Eighteen (18) Variable Air Volume (VAV) terminal boxes, and Seventeen (17) hot water Reheat Coils (RHCs) and Four (4) Electric Reheat Coils (ERCs).
2. Disconnect existing DDC controls from Reheat Coils (RHC) and Fan Powered VAV Boxes (VAV) and Electric Reheat Coils (ERC). Install new controls on each of the devices.
3. Install new Building Automation System (BAS), network trunk, controllers, thermostats, hardware, software programming and graphical interface to view all devices.
4. Connect existing controller that serves boiler and chiller system into the new BAS.
5. Provide air balancing for each VAV box per original design.
6. Provide validation of all new control points, schedules and setpoints.
7. Provide startup and training.

HVAC & Temperature Controls Exclusions:

- Resolution of existing design, service, and or distribution conditions known or unknown.
- Temporary space conditioning unless otherwise identified in a FIM Scope of Work.
- Test and balance of existing air and water HVAC systems unless otherwise noted in a specification FIM Scope of Work.
- Duct cleaning and coil cleaning unless otherwise identified in a FIM Scope of Work.
- Repair or replacement of defective mechanical, electrical and controls equipment and electrical distribution system, except the equipment described in the Scope of Work (Defective equipment identified by JCI during implementation of the Scope of Work will be brought to the attention of the Customer).
- Repairs/replacement of insulation, piping or ductwork found to be corroded or rusted and unacceptable for installation of components or fittings required for installation other than what is specified in the Scope of Work.
- Providing Ethernet ports for buildings or any infrastructure hardware/software needed to connect the building to the base IT network.
- Connection to the Owners Wide-Area Network to be coordinated with Client's IT Services.

EXHIBIT B**Schedule 1**

- The Owner will provide, free of charge, high-speed Internet connections and the required Virtual Private Network (VPN) services to the Contractor, for monitoring, tuning, and making system changes to the building automation system connected to the HVAC Systems or Equipment.
- Non-Johnson Controls software upgrades (such as Microsoft, Norton Antivirus, etc.) for the Customer's front-end unless otherwise noted in the Scope of Work.
- Ongoing annual fees associated with licenses and access fees

ASSURED PERFORMANCE GUARANTEE

I. PROJECT BENEFITS

A. Certain Definitions. For purposes of this Agreement, the following terms have the meanings set forth below:

Annual Project Benefits are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

Annual Project Benefits Realized are the Project Benefits actually realized for any one year of the Guarantee Term.

Annual Project Benefits Shortfall is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

Annual Project Benefits Surplus is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

Baseline is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

Guarantee Term will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.

Installation Period is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

Measured Project Benefits are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Section III below.

Non-Measured Project Benefits are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits may be outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

Project Benefits are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

Total Project Benefits are the projected Project Benefits to be achieved during the entire term of this Agreement.

B. Project Benefits Summary. Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of \$ 609,984 in Non-Measured Project Benefits and JCI guarantees that Customer will achieve a total of \$2,535,698 in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of \$ 3,145,683 as set forth in the table below.

EXHIBIT B

Total Project Benefits

Year	Measured Utility Cost Benefits*	Non-Measured Operations & Maintenance Repair Cost Benefits**	Annual Project Benefits
1	\$96,792	\$22,701	\$119,493
2	\$99,454	\$23,382	\$122,836
3	\$102,189	\$24,083	\$126,272
4	\$104,999	\$24,806	\$129,805
5	\$107,886	\$25,550	\$133,437
6	\$110,853	\$26,317	\$137,170
7	\$113,902	\$27,106	\$141,008
8	\$117,034	\$27,919	\$144,953
9	\$120,252	\$28,757	\$149,009
10	\$123,559	\$29,620	\$153,179
11	\$126,957	\$30,508	\$157,466
12	\$130,449	\$31,423	\$161,872
13	\$134,036	\$32,366	\$166,402
14	\$137,722	\$33,337	\$171,059
15	\$141,509	\$34,337	\$175,847
16	\$145,401	\$35,367	\$180,768
17	\$149,399	\$36,428	\$185,828
18	\$153,508	\$37,521	\$191,029
19	\$157,729	\$38,647	\$196,376
20	\$162,067	\$39,806	\$201,873
Total	\$2,535,698	\$609,984	\$3,145,683

*Measured and Non-Measured Utility Cost Benefits figures in the table above are based on anticipated increases in unit energy costs as set forth in the table in Section IV below. The benefits in the table above are based on a mutually agreed fixed annual escalation rate of two and three-quarters percent (2.75%).

** Material Benefits and Operations & Maintenance Repair Cost Benefits are Non-Measured Project Benefits. Operations & Maintenance Cost figures in the table above are based on a mutually agreed fixed annual escalation rate of three percent (3.0%).

Within sixty (60) days of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved during the Installation Period plus any Non-Measured Project Benefits applicable to such period and advise Customer of same. Any Project Benefits achieved during the Installation Period may, at JCI's discretion, be allocated to the Annual Project Benefits for the first year of the Guarantee Term. Within sixty (60) days of each anniversary of the commencement of the Guarantee Term, JCI will calculate the Measured Project

Benefits achieved for the applicable year plus any Non-Measured Project Benefits applicable to such period and advise Customer of same.

Customer acknowledges and agrees that if, for any reason, it (i) cancels, or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of its responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability hereunder.

C. Project Benefits Shortfalls or Surpluses.

- i. *Project Benefits Shortfalls.* If an Annual Project Benefits Shortfall occurs for any one year of the Guarantee Term, JCI shall, at its discretion and in any combination, (a) set off the amount of such shortfall against any unpaid balance Customer then owes to JCI, (b) where permitted by applicable law, increase the next year's amount of Annual Project Benefits by the amount of such shortfall, (c) pay to Customer the amount of such shortfall, or (d) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer.*
- ii. *Project Benefits Surpluses.* If an Annual Project Benefits Surplus occurs for any one year of the Guarantee Term, JCI may, at its discretion and in any combination, (a) apply the amount of such surplus to set off any subsequent Annual Project Benefit Shortfall during the Guarantee Term, or (b) bill Customer for the amount of payments made pursuant to Section C(i)(c) above and/or the value of the products or services provided pursuant to clause C(i)(d) above, in an amount not to exceed the amount of such surplus.*
- iii. *Additional Improvements.* Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.

*In the event JCI is providing an Assured Performance Guarantee under Schedule 2, Annual Project Benefits Shortfalls and Annual Project Benefits Surpluses under each such Schedule shall be reconciled against one another.

II. NON-MEASURED PROJECT BENEFITS

Customer has furnished the foregoing information to JCI, which information forms the basis of the Non-Measured Project Benefits. Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.

Summary of Non-Measured Miscellaneous Benefits

ECM	Description of Benefits	Year-1 Non-Measured Revenue (\$/Yr.)
Lighting Operations & Maintenance Material Repair Costs Benefits	These savings are attributable to a reduction in material costs as a result of replacing fluorescent/HID/Compact Fluorescent lamps with LED lamps and eliminating fluorescent ballasts. In addition the inclusion of connected lighting controls for the streetlights will extend the useful life of the new LED fixtures as a result reducing lamp output	\$22,701
	Total Year-1 Non-Measured O&M Repair Cost Benefits	\$22,701

Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits...

III. MEASUREMENT AND VERIFICATION METHODOLOGIES

The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below. JCI shall apply these methodologies, as more fully detailed in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP) and/or the Federal Energy Management Program (FEMP), in connection with the provision of M&V Services hereunder.

Measured Benefits:

Source of Measured Project Benefits	First Year Utility Cost Avoidance
ECM-1 Streetlights LED Upgrade	\$25,487
ECM-2 Parking Lot LED Fixtures Upgrade	\$9,969
ECM-3 Library Interior/Exterior LED Lighting Upgrade	\$24,751
ECM-4 Civic Center Interior/Exterior LED Lighting Upgrade	\$24,690
ECM-5 Library Systems VAV Controls Upgrade	\$11,895
Total	\$96,792

Option A Partially Measured Retrofit Isolation

Partial measurement means that some but not all parameters will be measured. Careful review of the design and installation of Improvement Measures is intended to demonstrate that the stipulated values fairly represent the probable actual values. Agreed-upon values will be shown in the measurement and verification plan, along with analysis of the significance of the error they may introduce. Engineering calculations using short-term pre and post-retrofit measurements and agreed upon non-measured values are used to calculate Measured Project Benefits for the duration of the Guarantee Term.

Measurements will include energy consumption data collection for the existing lighting fixtures before and after the Installation. No ongoing measurements will be taken.

Metered Fixtures: (ECM-1, ECM-2, ECM-3 and ECM-4)

Light Fixtures Energy Calculation

Energy Saved = [(kWh / Year) = kW (pre installation) – kW (post installation)] x Quantity x Operating hours

Energy Cost Saved = Energy Saved x Metered Electric Rate (\$/kWh) [see Section IV]

Parameter variables to be agreed upon

Pre-Retrofit and Post-retrofit hours of operation as shown in Section V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT.

Parameter to be measured for Metered Light Fixtures

Sample population fixture wattages pre- and post-retrofit for each type of light fixtures.

Un-Metered Fixtures: (ECM-1)

Light Fixtures Energy Calculation

Energy Saved = [(kWh / Year) = kWh (Utility Defined kWh/year Pre-Installation) – kW (Utility Defined kWh/year Post Installation)] x Quantity

Energy Cost Saved = Energy Saved (kWh/Year) x Un-Metered Electric Rate (\$/kWh) [see Section IV]

Parameter variables to be agreed upon

Electric Utility defined kWh per Fixture Type:

Fixture Type	Utility Defined kWh/Year
100W HPS	504 kWh
150W HPS	728 kWh
150W MH	772 kWh
250W HPS	1200 kWh
400W HPS	1880 kWh
39W LED	156 kWh
98W LED	392 kWh
107W LED	428 kWh
150W LED	600 kWh
190W LED	780 kWh

Fan Motor Control and VAV DDC Controls: (ECM-5)

Un-Occupied Fan Motor Energy Calculation

Energy Saved = [(kWh / Year) = kW (pre installation) – kW (post installation)] x HP x Motor Load Factor x 0.746
((kW/HP) x Operating hours

Energy Cost Saved = Energy Saved x Electric Rate (\$/kWh) [see Section IV]

Parameter variables to be agreed upon

Pre-Retrofit and Post-retrofit hours of operation as shown in Section V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT.

Motor Load Factor = 75%

Motor HP = 120 HP (Supply and Return Fan Motors)

Parameter to be measured

Un-Occupied Fan Motor kW trend data.

Occupied Period VAV Fan Motor Energy Calculation

Energy Saved = [(kWh / Year) = kW (pre installation) – kW (post installation)] x HP x Motor Load Factor x 0.746
((kW/HP) x Operating hours

Energy Cost Saved = Energy Saved x Electric Rate (\$/kWh) [see Section IV]

Parameter variables to be agreed upon

Pre-Retrofit and Post-retrofit hours of operation as shown in Section V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT.

Motor Load Factor = 75%

Existing Average Fan Speed = 90%

Proposed Average Fan Speed = 84%

Motor HP = 120 HP (Supply and Return Fan Motors)

Parameter to be measured

Occupied Fan Motor kW trend data.

**CHANGES IN USE OR CONDITION; ADJUSTMENT TO BASELINE
AND/OR ANNUAL PROJECT BENEFITS**

Customer agrees to notify JCI, within fourteen (14) days, of (i) any actual or intended change, whether before or during the Guarantee Term, in the use of any facility, equipment, or Improvement Measure to which this Schedule applies; (ii) any proposed or actual expansions or additions to the premises or any building or facility at the premises; (iii) a change to utility services to all or any portion of the premises; or (iv) any other change or condition arising before or during the Guarantee Term that reasonably could be expected to change the amount of Project Benefits realized under this Agreement.

Such a change, expansion, addition, or condition would include, but is not limited to: (a) changes in the primary use of any facility, Improvement Measure, or portion of the premises; (b) changes to the hours of operation of any facility, Improvement Measure, or portion of the premises; (c) changes or modifications to the Improvement Measures or any related equipment; (d) changes to the M&V Services provided under this Agreement; (e) failure of any portion of the premises to meet local building codes; (f) changes in utility suppliers, utility rates, method of utility billing, or method of utility purchasing; (g) improper maintenance or unsound usage of the Improvement Measures or any related equipment at any facility or portion of the premises (other than by JCI); (h) changes to the Improvement Measures or any related equipment or to any facility or portion of the premises required by local building codes or any governmental or quasi-governmental entity; or (i) additions or deletions of Improvement Measures or any related equipment at any facility or portion of the premises.

Such a change or condition need not be identified in the Baseline in order to permit JCI to make an adjustment to the Baseline and/or the Annual Project Benefits. If JCI does not receive the notice within the time period specified above and travels to either Customer's location or the project site to determine the nature and scope of such changes, Customer agrees to pay JCI, in addition to any other amounts due under this Agreement, the applicable hourly consulting rate for the time it took to determine the changes and to make any adjustments and/or corrections to the project as a result of the changes, plus all out-of-pocket expenses, including travel costs. Upon receipt of such notice, or if JCI independently learns of any such change or condition, JCI shall calculate and send to Customer a notice of adjustment to the Baseline and/or Annual Project Benefits to reflect the impact of such change or condition, and the adjustment shall become effective as of the date that the change or condition first arose. Should Customer fail to promptly provide JCI with notice of any such change or condition, JCI may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be conclusive.

IV. BASELINE CALCULATIONS AND UTILITY RATES

The unit utility costs for the Baseline period are set forth below as "Base Utility Cost" and shall be used for all calculations made under this Schedule. The Base Utility Cost shall be escalated annually by the actual utility cost escalation but such escalation shall be no less than the mutually agreed "floor" escalation rate of two and three-quarter percent (2.75%). The Base Utility Cost for each type of utility represents the most current 12 month average utility costs provided by the customer.

Utility Type	Streetlights (Metered)	Streetlights (Un-Metered)	Parking Lots (Metered)	Library	Civic Center
Electric Energy	\$0.075/kWh	\$0.0638/kWh	\$0.075/kWh	\$0.0661/kWh	\$0.0692/kWh

Utility Type	Start of Escalation	Annual Escalation Rate
Electric Energy	Year-2	2.75%

V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT

Lighting Hours

Building	Area Description	Existing Hours	Proposed Hours with Sensors
LIBRARY	24/7	8,760	6,132
LIBRARY	Break room	2,000	1,400
LIBRARY	Classroom	2,000	1,400
LIBRARY	Conference Room	500	350
LIBRARY	Hallway	3,000	2,100
LIBRARY	Library	3,000	2,100
LIBRARY	Lobby/Entry Vestibule	3,000	2,100
LIBRARY	Mechanical/Electrical Rooms	500	350
LIBRARY	Open Office	2,500	1,750
LIBRARY	Office Support (copy room, coffee room, etc)	2,000	1,400
LIBRARY	Private Office	2,000	1,400
LIBRARY	Retail	500	350
LIBRARY	Storage	500	350
LIBRARY	Stairwell	3,000	2,100
LIBRARY	Utility/Janitor Closets	500	350
LIBRARY	Workshop	3,000	2,100
EXTERIOR	Exterior	4,380	4,380
CIVIC CENTER	24/7	8,760	6,132
CIVIC CENTER	Auditorium/Stage	4,000	2,800
CIVIC CENTER	Conference Room	2,000	1,400
CIVIC CENTER	EMERGENCY LIGHTING	8,760	6,132
CIVIC CENTER	Gymnasium	4,000	2,800
CIVIC CENTER	Hallway	6,000	4,200
CIVIC CENTER	Kitchen	4,000	2,800
CIVIC CENTER	Exit Signs	8,760	8,760
CIVIC CENTER	Lobby/Entry Vestibule	6,000	4,200
CIVIC CENTER	Locker Room	4,000	2,800
CIVIC CENTER	Mechanical/Electrical Rooms	1,500	1,050
CIVIC CENTER	Open Office	5,000	3,500
CIVIC CENTER	Office Support (copy room, coffee room, etc)	5,000	3,500
CIVIC CENTER	Private Office	5,000	3,500
CIVIC CENTER	Storage	1,500	1,050
CIVIC CENTER	Stairwell	6,000	4,200
CIVIC CENTER	Utility/Janitor Closets	1,500	1,050
CIVIC CENTER	Warehouse	4,000	2,800
STREET LIGHTING	Streetlights, Parking Lots, Parking Garage	4,281	4,281

Library (Air Handling Unit #1)

	Pre-Retrofit HVAC		Post Retrofit HVAC	
	Time On	Time Off	Time On	Time Off
Monday	9:00 AM	8:00 PM	9:00 AM	8:00 PM
Tuesday	9:00 AM	8:00 PM	9:00 AM	8:00 PM
Wednesday	9:00 AM	8:00 PM	9:00 AM	8:00 PM
Thursday	9:00 AM	8:00 PM	9:00 AM	8:00 PM
Friday	9:00 AM	5:30 PM	9:00 AM	5:30 PM
Saturday	9:00 AM	5:30 PM	9:00 AM	5:30 PM
Sunday	Closed	Closed	Closed	Closed
Holidays	Closed	Closed	Closed	Closed

Occupied Room Temperature During Heating Season: 72 degrees F

Unoccupied Low Temperature Limit During Heating Season: 68 degrees F

Heating season is November to May

Occupied Room Temperature During Cooling Season: 74 degrees F

Unoccupied High Temperature Limit During Cooling Season: 78 degrees F

Cooling season is May to October

VI. MEASUREMENT & VERIFICATION SERVICES

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

1. During the Installation Period, a JCI Energy Solutions Performance Engineer will track Measured Project Benefits. JCI will report the Measured Project Benefits achieved during the Installation Period to Customer within 60 days of the commencement of the Guarantee Term.
2. Within 60 days of each anniversary of the commencement of the Guarantee Term, JCI will provide Customer with an annual report containing:
 - A. an executive overview of the project's performance and Project Benefits achieved to date;
 - B. a summary analysis of the Measured Project Benefits accounting; and
 - C. depending on the M&V Option, a detailed analysis of the Measured Project Benefits calculations.
3. During the Guarantee Term, a JCI Energy Solutions Performance Engineer will monitor the on-going performance of the Improvement Measures, as specified in this Agreement, to determine whether anticipated Measured Project Benefits are being achieved. In this regard, on a semi-annual basis the Energy Solutions Performance Engineer will assist Customer with respect to the following activities:
 - A. remotely connect to the facility management system to confirm that control strategies are in place and functioning;
 - B. advise Customer's designated personnel of any performance deficiencies based on such information;
 - C. coordinate with Customer's designated personnel to address any performance deficiencies that affect the realization of Measured Project Benefits; and
 - D. inform Customer of opportunities to further enhance project performance and of opportunities for the implementation of additional Improvement Measures.
4. For specified Improvement Measures utilizing an "Option A" M&V protocol, JCI will:
 - A. conduct pre and post installation measurements required under this Agreement;
 - B. confirm the building management system employs the control strategies and set points specified in this Agreement; and
 - C. analyze actual as-built information and adjust the Baseline and/or Measured Project Benefits to conform to actual installation conditions (e.g., final lighting and water benefits calculations will be determined from the as-built information to reflect the actual mix of retrofits encountered during installation).

CUSTOMER RESPONSIBILITIES

In order for JCI to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Customer shall be responsible for:

1. Providing JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work, the Assured Performance Guarantee, and M&V Services;
2. Providing for shut down and scheduling of affected locations during installation, including timely shutdowns of electrical system as needed to accomplish the Work;
3. Provide timely removal of furnishings from 1957 wing classrooms to meet the installation schedule
4. Provide areas on site for setting of the storage trailers.
5. Providing timely reviews and approvals of design submissions and other project documents;
6. Providing the following information with respect to the project and project site as soon as practicable following JCI's request:
 - a. surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
 - b. geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the project site;
 - c. temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the project and enable JCI to perform the Work;
 - d. a legal description of the project site;
 - e. as-built and record drawings of any existing structures at the project site; and
 - f. environmental studies, reports and impact statement describing the environmental conditions, including hazardous conditions or materials, in existence at the project site.
7. Securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable JCI to perform the Work;
8. Providing assistance to JCI in obtaining any permits, approvals, and licenses that are necessary for the performance of the Work and are JCI's responsibility to obtain as set forth in Schedule 1;
9. Obtaining any permits, approvals, and licenses that are necessary for the performance of the Work and are not JCI's responsibility to obtain as set forth in Schedule 1;
10. Properly maintaining, and performing appropriate preventative maintenance on, all equipment and building systems affecting the Assured Performance Guarantee in accordance with manufacturers' standards and specifications;
11. Providing the utility bills, reports, and similar information reasonably necessary for administering JCI's obligations under the Assured Performance Guarantee within ten (10) days of Customer receipt and/or generation or JCI's request therefor;
12. Providing all records relating to energy and/or water usage and energy-related maintenance of the premises and relevant equipment requested by JCI;

13. Providing and maintaining a dedicated telephone line, TCP/IP and/or VPN remote connection to facilitate remote monitoring of relevant equipment;
14. Promptly notifying JCI of any change in use or condition described in Section III of Schedule 2 or any other matter that may impact the Assured Performance Guarantee;
15. Taking all actions reasonably necessary to achieve the Non-Measured Project Benefits;

PRICE AND PAYMENT TERMS

Customer shall make payments to JCI pursuant to this Schedule 4.

1. Work. The price to be paid by Customer for the Work shall be **\$ 1,981,816** Payments (including payment for materials delivered to JCI and work performed on and off-site) shall be made to JCI as follows:

Construction Payment Schedule		
Payment	Payment Amount	Due Date
First Payment	\$600,000	9/1/2018
Second Payment	\$600,000	10/1/2018
Third Payment	\$400,000	11/1/2018
Fourth Payment	\$300,000	12/1/2018
Fifth Payment	\$81,816	1/1/2019

2. M&V Services. The total price for JCI's M&V Services, as detailed on Schedule 2 is \$28,373. This amount will be paid to JCI in annual installments per the payment schedule below. These payments will be due and payable when City receives JCI's invoice and in advance of the services JCI is to provide, and shall be made throughout the Guarantee Term.

Year	Anticipated Payment Date	Payment Amount
1	12/1/2018	\$ 13,977
2	12/1/2019	\$ 14,396
Total		\$ 28,373

3. Total Contract Amount

	Payment Amount
Work Total	\$ 1,981,816
M & V Services Total	\$ 28,373
Total Amount	\$ 2,010,189

**EXHIBIT B
NOTICE TO PROCEED**

Attachment 1

Johnson Controls, Inc.
3007 Malmo Drive
Arlington Heights, IL 60005
ATTN: Bruce Combs

Re: Notice to Proceed for City of Decatur Phase 2 Performance Contract

Dear Bruce Combs:

This Notice to Proceed is being issued by CITY OF DECATUR ("Customer") to Johnson Controls, Inc. ("JCI") pursuant to that certain Performance Contract entered into between Customer and JCI for the purpose of notifying JCI to commence work under such contract.

In the event that this Notice to Proceed is delivered by Customer prior to the execution of the Performance Contract by Customer and JCI, Customer understands and expects JCI will incur significant costs and expenses in complying with this Notice to Proceed. In the event the Performance Contract is not executed by the parties, for any reason, Customer agrees to pay JCI for its costs and fees incurred in complying with this Notice to Proceed on a time and material basis. Customer also agrees JCI shall be entitled to a reasonable markup thereon for profit and overhead. Customer agrees to pay amounts billed by JCI no later than five (5) days after Customer receives JCI's payment application. JCI will continue to submit payment applications to Customer until the Performance Contract is executed. Once the Performance Contract is executed, JCI will begin submitting its payment applications to Customer in accordance with the terms and conditions set forth therein. Any amounts already paid by Customer will be credited towards the Performance Contract price.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

CITY OF DECATUR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ACKNOWLEDGED & AGREED TO:

JOHNSON CONTROLS, INC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CHANGE ORDER

Performance Contract dated _____, 20____ between Johnson Controls, Inc. and Customer	Change Order No. _____	Date (mo/day/yr) _____
Customer City of Decatur		
The above referenced Performance Contract is hereby modified to the extent described below in accordance with the Terms and Conditions of the CHANGE ORDERS section thereof.		
Scope of Work changed as follows:		
Total amount of this Change Order	\$ _____	
Total Performance Contract amount as revised by this Change Order	\$ _____	
The time for completion is: ☐ increased, ☐ decreased, ☐ unchanged. The new completion date resulting from this Change Order is:	(mo, day, yr) _____	
[check if applicable] Assured Performance Guarantee changed as follows:		
Unless specifically changed by this Change Order, all terms, conditions and provisions of the above referenced Performance Contract remain unchanged and in full effect.		
JOHNSON CONTROLS, INC.	CUSTOMER	
Signature:	Signature:	
Printed Name:	Printed Name:	
Title:	Title:	

EXHIBIT B
CERTIFICATE OF SUBSTANTIAL COMPLETION

Attachment 3

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
3007 Malmo Drive
Arlington Heights, IL 60005

CITY OF DECATUR ("Customer")
One Gary K. Anderson Plaza
Decatur, IL 62523

PROJECT: City of Decatur Phase 2 Performance Contract; Performance Contract dated _____, 20__ between JCI and Customer

By executing this Certificate of Substantial Completion, Customer acknowledges the following:

- a. The work set forth in the Performance Contract is substantially complete.
- b. Customer has received the manuals, warranty information, and training required under the Performance Contract.

- c. The following punch list items must be completed by JCI (check as applicable):

- ☐ punch list attached
- ☐ punch list complete

- d. Upon completion of the punch list items, or if such punch list items are complete, JCI and Customer shall sign the Certificate of Final Completion attached hereto.

Dated _____, 2018.

CUSTOMER:

JOHNSON CONTROLS, INC.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

EXHIBIT B
CERTIFICATE OF FINAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
3007 Malmo Drive
Arlington Heights, IL 60005

CITY OF DECATUR ("Customer")
One Gary K. Anderson Plaza
Decatur, IL 62523

PROJECT: City of Decatur Phase 2 Performance Contract; Performance Contract dated [REDACTED] 2018 between JCI and Customer

By executing this Certificate of Final Completion, Customer acknowledges the following:

- a. The work set forth in the Performance Contract has been reviewed and determined by Customer to be fully complete.
- b. Customer accepts the work as complete and hereby releases JCI's obligations under any performance and payment bonds posted for the project as of the date set forth below.

Dated [REDACTED], 2018.

CUSTOMER:

Signature: _____
Printed Name: _____
Title: _____

JOHNSON CONTROLS, INC.

Signature: _____
Printed Name: _____
Title: _____

EXHIBIT B

Appendix 1

Building/Area	Room	Existing Quantity	Proposed Quantity	Lighting Scope Description	Sensor Scope Description
LIBRARY	1S39 MENS	2	2	Retrofit - 2x4 Layin Prismatic Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1S39 MENS	5	5	Retrofit - 4' Strip Fixture, Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (1) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1S41 WOMENS	2	2	Retrofit - 2x4 Layin Prismatic Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1S41 WOMENS	6	6	Retrofit - 4' Strip Fixture, Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (1) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1S33 PUBLIC MTG	4	4	Retrofit - 8' Direct And/Or Indirect Fixture, Fluorescent, (6) 48", T-8 lamps, (2) IS Ballasts, NLO (0.85 < BF < 0.95), w/ LED Tube, (6) 48" 12W LED Tube with (2) Drivers, 12LEDTDIMMABLE	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	1S33 PUBLIC MTG	16	16	Retrofit - 4' Direct And/Or Indirect Fixture, Fluorescent, (3) 48" T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDTDIMMABLE	
LIBRARY	1S36 STORAGE	4	4	Retrofit - 2x4 Layin Prismatic Fixture, Fluorescent, (6) 48", T-8 lamps, (2) IS Ballasts, NLO (0.85 < BF < 0.95), w/ LED Tube, (6) 48" 12W LED Tube with (2) Drivers, 12LEDT	Wall Switch Occupancy Sensor, Dual Technology
LIBRARY	1S38 MEETING	10	10	Retrofit - 2x4 Layin Parabolic Fixture, Fluorescent, (3) 48" T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (2) Wall Switch Receiver
LIBRARY	1N05 BOOK DROP	1	1	Retrofit - 2x4 Layin Paracube Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT	Wall Switch Occupancy Sensor, Dual Technology
LIBRARY	1N04 CIRC RM	14	14	Retrofit - 2x4 Layin Parabolic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (2) Wall Switch Receiver
LIBRARY	1N04 CIRC RM	1	1	Retrofit - 2x4 Layin Parabolic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT247	
LIBRARY	1N03 JAN	1	1	Retrofit - 4' Strip Fixture, Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (1) 48" 12W LED Tube with Driver, 12LEDT	Wall Switch Occupancy Sensor, Dual Technology
LIBRARY	1N07 EXTENSION	60	60	Retrofit - 2x4 Layin Prismatic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	1N06 OFFICE	2	2	Retrofit - 2x4 Layin Prismatic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT	Wall Switch Occupancy Sensor, Dual Technology
LIBRARY	1N09 CORR	12	12	Retrofit - 2x4 Layin Paracube Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (2) Wall Switch Receiver
LIBRARY	1N09 CORR	2	2	Retrofit - 2x4 Layin Paracube Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1N10 TECHSERVICE	4	4	Retrofit - 8' Direct And/Or Indirect Fixture, Fluorescent, (6) 48", T-8 lamps, (2) IS Ballasts, NLO (0.85 < BF < 0.95), w/ LED Tube, (6) 48" 12W LED Tube with (2) Drivers, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	1N10 TECHSERVICE	39	39	Retrofit - 4' Direct And/Or Indirect Fixture, Fluorescent, (3) 48" T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1N11 GAS	2	2	Relamp - Explosion Proof Fixture, Incandescent, (1) 60W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 9W, with Integrated Driver Component, 9LEDSIEXP	Wall Switch Occupancy Sensor, Dual Technology
LIBRARY	1N12 PO	3	3	Retrofit - 2x4 Layin Parabolic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT	Wall Switch Occupancy Sensor, Dual Technology
LIBRARY	1N13 SPRINKLER	2	2	Retrofit - 4' Industrial Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1N14 MENS	2	2	Retrofit - 3' Strip Fixture, Fluorescent, (2) 36", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 36" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1N15 WOMEN	2	2	Retrofit - 3' Strip Fixture, Fluorescent, (2) 36", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 36" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1N17 MENS	2	2	Retrofit - 3' Strip Fixture, Fluorescent, (2) 36", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 36" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1N18 WOMEN	2	2	Retrofit - 3' Strip Fixture, Fluorescent, (2) 36", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 36" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1N16A MAINT	13	13	Retrofit - 8' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1N16A MAINT	3	3	Retrofit - 4' Strip Fixture, Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (1) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1N16B MAINT	4	4	Retrofit - 8' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1N16B MAINT	2	2	Retrofit - 4' Strip Fixture, Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (1) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1N20	4	4	Retrofit - 2x4 Layin Parabolic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT	Wall Switch Occupancy Sensor, Dual Technology
LIBRARY	1N21	5	5	Retrofit - 2x4 Layin Paracube Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	1N22	6	6	Retrofit - 2x4 Layin Parabolic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (2) Wall Switch Receiver
LIBRARY	1S34	9	9	Retrofit - 2x4 Layin Parabolic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (2) Wall Switch Receiver
LIBRARY	1S32	4	4	Retrofit - 2x4 Layin Parabolic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT	Wall Switch Occupancy Sensor, Dual Technology
LIBRARY	1S31	2	2	Retrofit - 8' Direct And/Or Indirect Fixture, Fluorescent, (6) 48", T-8 lamps, (2) IS Ballasts, NLO (0.85 < BF < 0.95), w/ LED Tube, (6) 48" 12W LED Tube with (2) Drivers, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	1S31	18	18	Retrofit - 4' Direct And/Or Indirect Fixture, Fluorescent, (3) 48" T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	LOCAL HISTORY	38	38	4' Direct And/Or Indirect Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 10W, with Separate or Integrated Driver Component - No Measure Recommended	
LIBRARY	1S29	1	1	Retrofit - 8' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1S43	2	2	Retrofit - 8' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	1S43	2	2	Retrofit - 4' Strip Fixture, Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (1) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	LOCAL HIST PO	3	3	2x4 Layin Volumetric Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 10W, with Separate or Integrated Driver Component - No Measure Recommended	
LIBRARY	ST	16	16	2x4 Layin Volumetric Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 10W, with Separate or Integrated Driver Component - No Measure Recommended	
LIBRARY	1S27 MENS	2	2	Retrofit - 2x4 Layin Prismatic Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1S27 MENS	4	4	Retrofit - 4' Strip Fixture, Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (1) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1S26 WOMENS	2	2	Retrofit - 2x4 Layin Prismatic Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1S26 WOMENS	5	5	Retrofit - 4' Strip Fixture, Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (1) 48" 12W LED Tube with Driver, 12LEDT	

EXHIBIT B

Appendix 1

LIBRARY	1S28	8	8	Retrofit - 8' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	STAIR W	7	7	Retrofit - 4' Wrap Wall Mount, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	STAIR W	1	1	Retrofit - 2x4 Layin Prismatic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1N25A	2	2	Relamp - Keyless Fixture, Incandescent, (1) 100W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 15W, with Integrated Driver Component, 15LEDSI	
LIBRARY	2N02 MENS	2	2	Retrofit - 2x4 Layin Prismatic Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	2N02 MENS	4	4	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	2N01 WOMENS	2	2	Retrofit - 2x4 Layin Prismatic Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	2N01 WOMENS	4	4	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	2N03	1	1	Relamp - Keyless Fixture, Compact Fluorescent, (1) 32W screw-in lamp/base w/ permanent disk installed, any bulb shape, w/ Light Emitting Diode (LED) Screw-in Lamp, 15W, with Integrated Driver Component, 15LEDSI	Wall Switch Occupancy Sensor, Dual Technology
LIBRARY	2N33	1	1	Retrofit - 8' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	Wall Switch Occupancy Sensor, Dual Technology
LIBRARY	2N04	20	20	Retrofit - 4' Strip Fixture, Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (1) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	2N04	8	8	Retrofit - 4' Direct And/Or Indirect Fixture, Fluorescent, (3) 48" T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	2N31	2	2	Retrofit - 8' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	HALLWAY	24	24	Retrofit - 2x4 Layin Prismatic Fixture, Fluorescent, (3) 48" T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	HALLWAY	6	6	Retrofit - 2x4 Layin Prismatic Fixture, Fluorescent, (3) 48" T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT247	
LIBRARY	BOOKSELL	34	34	Retrofit - 2x4 Layin Paracube Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	PROJECT READ	53	53	Retrofit - 2x4 Layin Prismatic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	PROJECT READ	6	6	Retrofit - 2x4 Layin Prismatic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT247	
LIBRARY	BR	3	3	Retrofit - 2x4 Layin Prismatic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT	Wall Switch Occupancy Sensor, Dual Technology
LIBRARY	ST	2	2	Retrofit - 2x4 Layin Prismatic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT	Wall Switch Occupancy Sensor, Dual Technology
LIBRARY	CR	2	2	Retrofit - 2x4 Layin Prismatic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT	Wall Switch Occupancy Sensor, Dual Technology
LIBRARY	2S32 LEASE SPACE	106	106	Retrofit - 2x4 Layin Paracube Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	2N30	27	27	Retrofit - 4' Industrial Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	2N30	2	2	Retrofit - 4' Industrial Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT247	
LIBRARY	2N30	20	20	Relamp - Jar Fixture, Incandescent, (1) 75W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 9W, with Integrated Driver Component, 9LEDSI	
LIBRARY	2N29 ST	16	16	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	2N05 CR	6	6	Retrofit - 2x4 Layin Parabolic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	2N32 ST	1	1	Relamp - Keyless Fixture, Incandescent, (1) 75W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 9W, with Integrated Driver Component, 9LEDSI	Wall Switch Occupancy Sensor, Dual Technology
LIBRARY	2N08 PO	3	3	Retrofit - 2x4 Layin Parabolic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT	Wall Switch Occupancy Sensor, Dual Technology
LIBRARY	2N07 OS	16	16	Retrofit - 2x4 Layin Parabolic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	2N09	2	2	Retrofit - 2x4 Layin Paracube Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT	Wall Switch Occupancy Sensor, Dual Technology
LIBRARY	2N11 RR	2	2	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	2N12 RR	2	2	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	2N10	22	22	Relamp - Decorative Fixture, Metal Halide, (1) 100W lamp, Magnetic ballast, w/ Light Emitting Diode (LED) Screw-in Lamp, 30W, with Integrated Driver Component, 30LEDSI	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	2N13 ST	1	1	Retrofit - 8' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	Wall Switch Occupancy Sensor, Dual Technology
LIBRARY	JAN	1	1	Retrofit - 2x4 Layin Paracube Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT	Wall Switch Occupancy Sensor, Dual Technology
LIBRARY	2N15 RR	2	2	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	2N16 RR	2	2	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	2N18 STAFFLOUNGE	12	12	Retrofit - 2x4 Layin Paracube Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	2N18 STAFFLOUNGE	6	6	Retrofit - 2x4 Layin Paracube Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	2N18 STAFFLOUNGE	1	1	Vending Machine, Refrigerated Drink - No Measure Recommended	Vending Machine Occupancy Sensor
LIBRARY	2N18 STAFFLOUNGE	1	1	Vending Machine, Non-refrigerated Snack - No Measure Recommended	Vending Machine Occupancy Sensor
LIBRARY	2N25 PO	4	4	Retrofit - 2x4 Layin Parabolic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	2N19 ST	9	9	Retrofit - 2x4 Layin Paracube Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	2N27 PO	8	8	Retrofit - 2x4 Layin Parabolic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	2N28 PO	8	8	Retrofit - 2x4 Layin Parabolic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	OS	8	8	Retrofit - 2x4 Layin Parabolic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	2N24	13	13	Retrofit - 2x4 Layin Parabolic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver

EXHIBIT B

Appendix 1

LIBRARY	2N24	1	1	Retrofit - 2x4 Layin Parabolic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT247	
LIBRARY	2N21	8	8	Retrofit - 4' Direct And/Or Indirect Fixture, Fluorescent, (3) 48" T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDTDIMMABLE	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	2N21	4	4	Retrofit - 8' Direct And/Or Indirect Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	2N22	6	6	Retrofit - 2x4 Layin Parabolic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	2N23 CR	8	8	Retrofit - 4' Direct And/Or Indirect Fixture, Compact Fluorescent, long twin, (4) 40W lamps, w/ LED Tube, (2) 36" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (2) Wall Switch Receiver
LIBRARY	1S30	4	4	Retrofit - 8' Direct And/Or Indirect Fixture, Fluorescent, (6) 48", T-8 lamps, (2) IS Ballasts, NLO (0.85 < BF < 0.95), w/ LED Tube, (6) 48" 12W LED Tube with (2) Drivers, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	1S30	16	16	Retrofit - 4' Direct And/Or Indirect Fixture, Fluorescent, (3) 48" T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1S30	32	32	Retrofit - 4' Strip Fixture, Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (1) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	2N14	206	206	Retrofit - 4' Direct And/Or Indirect Fixture, Fluorescent, (3) 48" T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	2N14	24	24	Retrofit - 4' Direct And/Or Indirect Fixture, Fluorescent, (3) 48" T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	2N14	4	4	Retrofit - 3' Direct And/Or Indirect Fixture, Fluorescent, (3) 36", T-8 lamps, Instant Start High Efficiency Ballast, Low Ballast Factor, w/ LED Tube, (3) 36" 12W LED Tube with Driver, 12LEDT	
LIBRARY	2N14	20	20	Retrofit - 4' Wrap Wall Mount, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	2N14	1	1	Retrofit - 2x4 Layin Parabolic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	2N14	17	17	Relamp - Track Head Fixture, Halogen, (1) 75W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 12W, with Integrated Driver Component, 12LEDSIMR16	
LIBRARY	2N14	6	6	Retrofit - 4x4 Layin Fixture, Fluorescent, (7) 48", T-8 lamps, (2) IS Ballasts, NLO (0.85 < BF < 0.95), w/ LED Tube, (7) 48" 12W LED Tube with (2) Drivers, 12LEDT	
LIBRARY	2N14	1	1	Relamp - Decorative Fixture, Metal Halide, (1) 100W lamp, Magnetic ballast, w/ Light Emitting Diode (LED) Screw-in Lamp, 30W, with Integrated Driver Component, 30LEDSI	
LIBRARY	2N14	3	3	EXIT Light Emitting Diode, (1) 3W lamp, Single Sided - No Measure Recommended	
LIBRARY	SW M	24	24	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1N24	611	611	Retrofit - 4' Direct And/Or Indirect Fixture, Fluorescent, (3) 48" T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
LIBRARY	1N24	11	11	Retrofit - 4' Wrap Wall Mount, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1N24	4	4	Retrofit - 2x4 Layin Parabolic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (3) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1N24	7	7	6" Round Recessed Can Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 10W, with Separate or Integrated Driver Component - No Measure Recommended	
LIBRARY	1N24	24	24	Retrofit - 4' Wrap Wall Mount, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1N24	9	9	Retrofit - 3' Wrap Wall Mount, Fluorescent, (2) 36", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 36" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1N24	1	1	EXIT Light Emitting Diode, (1) 3W lamp, Single Sided - No Measure Recommended	
LIBRARY	1N23	10	10	Retrofit - 4' Direct And/Or Indirect Fixture, Compact Fluorescent, long twin, (4) 40W lamps, w/ LED Tube, (2) 36" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1N23	17	17	Retrofit - 4' Strip Fixture, Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (1) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1N23	1	1	EXIT Light Emitting Diode, (1) 3W lamp, Single Sided - No Measure Recommended	
LIBRARY	1N02 LO	62	62	Retrofit - 4' Strip Fixture, Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (1) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1N02 LO	8	8	Relamp - Recessed Can Fixture, Halogen, (1) 50W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 6W, with Integrated Driver Component, 6LEDSIMR16 Lamp with GU10 base	
LIBRARY	1N02 LO	3	3	Retrofit with a Kit or Reflector - 10" Round Recessed Can Fixture, Metal Halide, (1) 100W lamp, Magnetic ballast, w/ Recessed Can Fixture, LED Recessed Can Retrofit Kit, LED-K	
LIBRARY	1N02 LO	3	3	Retrofit - 4' Direct And/Or Indirect Fixture, Compact Fluorescent, long twin, (4) 40W lamps, w/ LED Tube, (2) 36" 12W LED Tube with Driver, 12LEDT	
LIBRARY	SW N	6	6	Retrofit - 4' Wrap Wall Mount, Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (1) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	SW E	6	6	Retrofit - 4' Wrap Wall Mount, Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (1) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	1S42	1	1	Retrofit - 8' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	Sw w	6	6	Retrofit - 2x4 Layin Paracube Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT	
LIBRARY	Sw w	4	4	Retrofit - 2x4 Layin Paracube Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	PENTHOUSE	29	29	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	265 WOMENS	2	2	Retrofit - 1x4 Layin Prismatic Fixture, Fluorescent, (1) 36", T-8 lamps, Instant Start Ballast, Normal Ballast Factor, w/ LED Tube, (1) 36" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	265 WOMENS	4	4	Retrofit - 1x4 Layin Prismatic Fixture, Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (1) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	265 WOMENS	2	2	Retrofit - 8' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	JAN	1	1	Retrofit - 1x4 Layin Prismatic Fixture, Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (1) 48" 12W LED Tube with Driver, 12LEDT	Wall Switch Occupancy Sensor, Dual Technology
CIVIC CENTER	302 COUNCIL CHAMBERS	9	9	Retrofit - 4' Strip Fixture, Fluorescent, (1) 48", ES lamp, w/ LED Tube, (1) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
CIVIC CENTER	302 COUNCIL CHAMBERS	1	1	Retrofit - 4' Strip Fixture, Fluorescent, (1) 48", ES lamp, w/ LED Tube, (1) 48" 12W LED Tube with Driver, 12LEDT247	
CIVIC CENTER	302 COUNCIL CHAMBERS	52	52	Relamp - Incandescent, (1) 75W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 9W, with Integrated Driver Component, 9LEDSVERTICAL-DIMMABLE	Wireless Occupancy Sensor & (1) Wall Switch Receiver
CIVIC CENTER	302 COUNCIL CHAMBERS	7	7	Retrofit - Flood Fixture, Compact Fluorescent, long twin, (2) 40W lamps, w/ LED Tube, (2) 48" 15WU6 LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
CIVIC CENTER	302 COUNCIL CHAMBERS	9	9	Retrofit with a Kit or Reflector - 10" Round Recessed Can Fixture, Halogen, (1) 75W lamp, w/ Recessed Can Fixture, LED Recessed Can Retrofit Kit, LED-KP38	Wireless Occupancy Sensor & (1) Wall Switch Receiver
CIVIC CENTER	302 COUNCIL CHAMBERS	5	5	Relamp - Flood Fixture, Halogen, (1) 75W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 13W, with Integrated Driver Component, 13LEDSIP38	Wireless Occupancy Sensor & (1) Wall Switch Receiver

Appendix 1

27

Appendix 1

29

EXHIBIT B

Appendix 1

CIVICCENTER	OFFICE	4	4	Retrofit - 2x2 Layin Parabolic Fixture, Fluorescent, (2) U-Tube, T-8 lamps, Instant Start Ballast, w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVICCENTER	COMPTROLLER	4	4	Retrofit - 2x2 Layin Parabolic Fixture, Fluorescent, (2) U-Tube, T-8 lamps, Instant Start Ballast, w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVICCENTER	COMPTROLLER	2	2	Retrofit - 2x2 Layin Parabolic Fixture, Fluorescent, (2) U-Tube, T-8 lamps, Instant Start Ballast, w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVICCENTER	OFFICE	6	6	Retrofit - 2x2 Layin Parabolic Fixture, Fluorescent, (2) U-Tube, T-8 lamps, Instant Start Ballast, w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVICCENTER	OFFICE	27	27	Retrofit - 2x2 Layin Parabolic Fixture, Fluorescent, (2) U-Tube, T-8 lamps, Instant Start Ballast, w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVICCENTER	OFFICE	3	3	Retrofit - 4' Wide Wrap Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT	
CIVICCENTER	THEATRE BOOTH	2	2	Retrofit - 2x4 Surface Mount Prismatic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT	Wall Switch Occupancy Sensor, Dual Technology
CIVICCENTER	THEATRE BOOTH	6	6	Relamp - Track Head Fixture, Incandescent, (1) 60W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 6W, with Integrated Driver Component, 6LEDSI	Wireless Occupancy Sensor & (1) Wall Switch Receiver
CIVICCENTER	THEATRE BOOTH	2	2	Relamp - Ceiling Surface Mount Fixture, Incandescent, (1) 100W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 15W, with Integrated Driver Component, 15LEDSI	Wall Switch Occupancy Sensor, Dual Technology
CIVICCENTER	SW	3	3	Relamp - Drum Fixture, Incandescent, (1) 60W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 6W, with Integrated Driver Component, 6LEDSI	
CIVICCENTER	WOMENS DRESSINGRM	9	9	Relamp - 6" Round Recessed Can Fixture, Compact Fluorescent, (1) 13W screw-in lamp/base w/ permanent disk installed, any bulb shape, w/ Light Emitting Diode (LED) Screw-in Lamp, 6W, with Integrated Driver Component, 6LEDSIVERTICAL	Wireless Occupancy Sensor & (1) Wall Switch Receiver
CIVICCENTER	WOMENS DRESSINGRM	68	68	Relamp - Vanity Fixture, Incandescent, (1) 60W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 6W, with Integrated Driver Component, 6LEDSI	
CIVICCENTER	MENS DRESSINGRM	9	9	Relamp - 6" Round Recessed Can Fixture, Compact Fluorescent, (1) 13W screw-in lamp/base w/ permanent disk installed, any bulb shape, w/ Light Emitting Diode (LED) Screw-in Lamp, 6W, with Integrated Driver Component, 6LEDSIVERTICAL	Wireless Occupancy Sensor & (1) Wall Switch Receiver
CIVICCENTER	MENS DRESSINGRM	68	68	Relamp - Vanity Fixture, Incandescent, (1) 60W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 6W, with Integrated Driver Component, 6LEDSI	
CIVICCENTER	HW	5	5	Relamp - Drum Fixture, Incandescent, (1) 60W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 6W, with Integrated Driver Component, 6LEDSI	Wireless Occupancy Sensor & (1) Wall Switch Receiver
CIVICCENTER	HW	18	18	Relamp - Wall Sconce Fixture, Compact Fluorescent, (1) 13W screw-in lamp/base w/ permanent disk installed, any bulb shape, w/ Light Emitting Diode (LED) Screw-in Lamp, 6W, with Integrated Driver Component, 6LEDSI	
CIVICCENTER	SW	6	6	Relamp - Drum Fixture, Incandescent, (1) 60W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 6W, with Integrated Driver Component, 6LEDSI	
CIVICCENTER	SW	6	6	Relamp - Drum Fixture, Incandescent, (1) 60W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 6W, with Integrated Driver Component, 6LEDSI	
CIVICCENTER	LO	6	6	Relamp - 6" Round Recessed Can Fixture, Compact Fluorescent, (1) 13W screw-in lamp/base w/ permanent disk installed, any bulb shape, w/ Light Emitting Diode (LED) Screw-in Lamp, 6W, with Integrated Driver Component, 6LEDSIVERTICAL	Wireless Occupancy Sensor & (1) Wall Switch Receiver
CIVICCENTER	LO	2	2	Relamp - 6" Round Recessed Can Fixture, Compact Fluorescent, (1) 13W screw-in lamp/base w/ permanent disk installed, any bulb shape, w/ Light Emitting Diode (LED) Screw-in Lamp, 6W, with Integrated Driver Component, 6LEDSIDIRECTIONAL	
CIVICCENTER	LO	13	13	Relamp - Incandescent, (1) 75W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 9W, with Integrated Driver Component, 9LEDSIVERTICAL	Wireless Occupancy Sensor & (1) Wall Switch Receiver
CIVICCENTER	LO	16	16	Relamp - Incandescent, (1) 70W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 6W, with Integrated Driver Component, 6LEDSIVERTICAL	
CIVICCENTER	LO	19	19	Light Emitting Diode (LED) Luminaire (Multiple LEDs), 10W, with Separate or Integrated Driver Component - No Measure Recommended	
CIVICCENTER	LO	1	1	Light Emitting Diode (LED) Luminaire (Multiple LEDs), 10W, with Separate or Integrated Driver Component - No Measure Recommended	
CIVICCENTER	LO	2	2	Retrofit - 2x2 Layin Parabolic Fixture, Fluorescent, (2) U-Tube, T-8 lamps, Instant Start Ballast, w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVICCENTER	LO	1	1	Retrofit - 3' Strip Fixture, Fluorescent, (1) 36", T-8 lamps, Instant Start Ballast, Normal Ballast Factor, w/ LED Tube, (1) 36" 12W LED Tube with Driver, 12LEDT	
CIVICCENTER	LO	11	11	Retrofit - 4' Strip Fixture, Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (1) 48" 12W LED Tube with Driver, 12LEDT	
CIVICCENTER	DISPLAYCASE	6	6	Retrofit - 4' Strip Fixture, Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (1) 48" 12W LED Tube with Driver, 12LEDT247	
CIVICCENTER	ELECT	1	1	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVICCENTER	LO	6	6	Relamp - Compact Fluorescent, (1) 13W screw-in lamp/base w/ permanent disk installed, any bulb shape, w/ Light Emitting Diode (LED) Screw-in Lamp, 6W, with Integrated Driver Component, 6LEDSIVERTICAL	Wireless Occupancy Sensor & (1) Wall Switch Receiver
CIVICCENTER	LO	1	1	Relamp - Compact Fluorescent, (1) 13W screw-in lamp/base w/ permanent disk installed, any bulb shape, w/ Light Emitting Diode (LED) Screw-in Lamp, 6W, with Integrated Driver Component, 6LEDSI247	
CIVICCENTER	LO	5	5	Relamp - Incandescent, (1) 70W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 6W, with Integrated Driver Component, 6LEDSIVERTICAL	
CIVICCENTER	LO	14	14	Light Emitting Diode (LED) Luminaire (Multiple LEDs), 10W, with Separate or Integrated Driver Component - No Measure Recommended	
CIVICCENTER	LO	1	1	Light Emitting Diode (LED) Luminaire (Multiple LEDs), 10W, with Separate or Integrated Driver Component - No Measure Recommended	
CIVICCENTER	LO	20	20	Retrofit - 2x2 Layin Parabolic Fixture, Fluorescent, (2) U-Tube, T-8 lamps, Instant Start Ballast, w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVICCENTER	LO	1	1	Retrofit - 2x2 Layin Parabolic Fixture, Fluorescent, (2) U-Tube, T-8 lamps, Instant Start Ballast, w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT247	
CIVICCENTER	Jan	1	1	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	Wall Switch Occupancy Sensor, Dual Technology
CIVICCENTER	MAINT SHOP	18	18	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
CIVICCENTER	OFFICE	2	2	Retrofit - 4' Wrap Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVICCENTER	HW	9	9	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (1) Wall Switch Receiver
CIVICCENTER	HW	5	5	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT247	
CIVICCENTER	HOME LR	8	8	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVICCENTER	HOME LR	2	2	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT247	
CIVICCENTER	AWAY LR	8	8	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVICCENTER	AWAY LR	2	2	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT247	

EXHIBIT B

Appendix 1

CIVIC CENTER	ELEV ME	1	1	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	GIRLS LR	2	2	Retrofit - 4' Industrial Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	ST	20	20	Retrofit - 2x2 Layin Parabolic Fixture, Fluorescent, (2) U-Tube, T-8 lamps, Instant Start Ballast, w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	OFFICE	4	4	Retrofit - 2x2 Layin Parabolic Fixture, Fluorescent, (2) U-Tube, T-8 lamps, Instant Start Ballast, w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	PURCHASING	4	4	Retrofit - 2x2 Layin Parabolic Fixture, Fluorescent, (2) U-Tube, T-8 lamps, Instant Start Ballast, w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	LOADING DOCK	7	7	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	ST	8	8	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	TELE	2	2	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	ME	14	14	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	ME	2	2	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT247	
CIVIC CENTER	OFFICE	2	2	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	ELECT	3	3	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	GEN RM	3	3	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	KITCHEN	5	5	Retrofit - 2x2 Layin Parabolic Fixture, Fluorescent, (2) U-Tube, T-8 lamps, Instant Start Ballast, w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	KITCHEN	1	1	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	KITCHEN	1	1	Retrofit - 4' Wrap Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	ARENA	114	114	New/ Replacement Fixture - Highbay Fixture, Fluorescent, (6) 45.8" T-5 HO lamps, (2) PRS Electronic Ballasts, HLO (.95 < BF < 1.1), w/ Highbay Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 189W, with Separate or Integrated Driver Component, 189LED FIO	Fixture Included Occupancy Sensor
CIVIC CENTER	ARENA	10	10	Retrofit - 4' Industrial Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	ST	4	4	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	HW	7	7	Retrofit - 2x2 Layin Parabolic Fixture, Fluorescent, (2) U-Tube, T-8 lamps, Instant Start Ballast, w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	Wireless Occupancy Sensor & (2) Wall Switch Receiver
CIVIC CENTER	HW	1	1	Retrofit - 2x2 Layin Parabolic Fixture, Fluorescent, (2) U-Tube, T-8 lamps, Instant Start Ballast, w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT247	
CIVIC CENTER	Skate rental	6	6	Retrofit - 2x2 Layin Parabolic Fixture, Fluorescent, (2) U-Tube, T-8 lamps, Instant Start Ballast, w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	CONTROL BOOTH	1	1	Retrofit - 2x2 Layin Parabolic Fixture, Fluorescent, (2) U-Tube, T-8 lamps, Instant Start Ballast, w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	CONTROL BOOTH	1	1	Relamp - Flood Fixture, Compact Fluorescent, (1) 23W screw-in lamp/base w/ permanent disk installed, any bulb shape, w/ Light Emitting Diode (LED) Screw-in Lamp, 9W, with Integrated Driver Component, 9LED SI	Wall Switch Occupancy Sensor, Dual Technology
CIVIC CENTER	C.C. MGT	12	12	Retrofit - 2x2 Layin Parabolic Fixture, Fluorescent, (2) U-Tube, T-8 lamps, Instant Start Ballast, w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	GM	4	4	Retrofit - 2x2 Layin Parabolic Fixture, Fluorescent, (2) U-Tube, T-8 lamps, Instant Start Ballast, w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	MIKE P	3	3	Retrofit - 2x2 Layin Parabolic Fixture, Fluorescent, (2) U-Tube, T-8 lamps, Instant Start Ballast, w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	CONCESSION STAND	2	2	Retrofit - 2x2 Layin Parabolic Fixture, Fluorescent, (2) U-Tube, T-8 lamps, Instant Start Ballast, w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	CONCESSION STAND	4	4	Relamp - Incandescent, (1) 100W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 15W, with Integrated Driver Component, 15LED SI VERTICAL	Wall Switch Occupancy Sensor, Dual Technology
CIVIC CENTER	CONCESSION STAND	5	5	- No Measure Recommended	
CIVIC CENTER	KITCHEN	4	4	Retrofit - 2x2 Layin Parabolic Fixture, Fluorescent, (2) U-Tube, T-8 lamps, Instant Start Ballast, w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	KITCHEN	2	2	Retrofit - 4' Wrap Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	BOX OFFICE	2	2	Retrofit - 2x2 Layin Parabolic Fixture, Fluorescent, (2) U-Tube, T-8 lamps, Instant Start Ballast, w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	Wall Switch Occupancy Sensor, Dual Technology
CIVIC CENTER	BOX OFFICE	1	1	Retrofit - 4' Wrap Fixture, Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (1) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	BOX OFFICE	2	2	Light Emitting Diode (LED) Luminaire (Multiple LEDs), 11W, with Separate or Integrated Driver Component - No Measure Recommended	Wall Switch Occupancy Sensor, Dual Technology
CIVIC CENTER	101 MT GRM	16	16	Retrofit - 2x2 Layin Parabolic Fixture, Fluorescent, (2) U-Tube, T-8 lamps, Instant Start Ballast, w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	101 MT GRM	12	12	Relamp - Incandescent, (1) 150W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 9W, with Integrated Driver Component, 9LED SI VERTICAL	Wireless Occupancy Sensor & (1) Wall Switch Receiver
CIVIC CENTER	100 MT GRM	16	16	Retrofit - 2x2 Layin Parabolic Fixture, Fluorescent, (2) U-Tube, T-8 lamps, Instant Start Ballast, w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	100 MT GRM	12	12	Relamp - Incandescent, (1) 150W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 9W, with Integrated Driver Component, 9LED SI VERTICAL	Wireless Occupancy Sensor & (1) Wall Switch Receiver
CIVIC CENTER	100 MT GRM	4	4	Relamp - Incandescent, (1) 150W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 9W, with Integrated Driver Component, 9LED SI VERTICAL	Wireless Occupancy Sensor & (1) Wall Switch Receiver
CIVIC CENTER	MENS RR	3	3	Retrofit - 1x4 Layin Prismatic Fixture, Fluorescent, (1) 36", T-8 lamps, Instant Start Ballast, Normal Ballast Factor, w/ LED Tube, (1) 36" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	MENS RR	3	3	Retrofit - 1x4 Layin Prismatic Fixture, Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (1) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	MENS RR	1	1	6" Round Recessed Can Fixture, Light Emitting Diode (LED) Screw-in Lamp, 11W, with Integrated Driver Component - No Measure Recommended	
CIVIC CENTER	WOMENS RR	6	6	Retrofit - 1x4 Layin Prismatic Fixture, Fluorescent, (1) 36", T-8 lamps, Instant Start Ballast, Normal Ballast Factor, w/ LED Tube, (1) 36" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	WOMENS RR	2	2	Retrofit - 1x4 Layin Prismatic Fixture, Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (1) 48" 12W LED Tube with Driver, 12LEDT	
CIVIC CENTER	WOMENS RR	3	3	4' Wrap Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 10W, with Separate or Integrated Driver Component - No Measure Recommended	
CIVIC CENTER	ELECT	1	1	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	

EXHIBIT B

Appendix 1

CIVICCENTER	ST	2	2	Relamp - China Hat Fixture, Incandescent, (1) 60W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 6W, with Integrated Driver Component, 6LEDSI	Wall Switch Occupancy Sensor, Dual Technology
CIVICCENTER	ST	1	1	Relamp - China Hat Fixture, Incandescent, (1) 60W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 6W, with Integrated Driver Component, 6LEDSI	
CIVICCENTER	BACK STAGE	16	16	China Hat Fixture, Incandescent, (1) 60W lamp - No Measure Recommended	
CIVICCENTER	BACK STAGE	9	9	Exterior Wall Pack Fixture, Incandescent, (1) 60W lamp - No Measure Recommended	
CIVICCENTER	THEATER	36	36	Incandescent, (1) 150W lamp - No Measure Recommended	
CIVICCENTER	THEATER	18	18	Incandescent, (1) 150W lamp - No Measure Recommended	
CIVICCENTER	THEATER	16	16	Incandescent, (1) 150W lamp - No Measure Recommended	
CIVICCENTER	THEATER	88	88	Steplight Fixture, - No Measure Recommended	
CIVICCENTER	CATWALK	25	25	Relamp - Exterior Wall Pack Fixture, Compact Fluorescent, (1) 23W screw-in lamp/base w/ permanent disk installed, any bulb shape, w/ Light Emitting Diode (LED) Screw-in Lamp, 9W, with Integrated Driver Component, 9LEDSI	
CIVICCENTER	ELEV	2	2	Retrofit - 4' Strip Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
CIVICCENTER	ST	1	1	Retrofit - 4' Wrap Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	Wall Switch Occupancy Sensor, Dual Technology
CIVICCENTER	ST	1	1	Retrofit - 4' Wrap Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	Wall Switch Occupancy Sensor, Dual Technology
CIVICCENTER	STAGE PIT	6	6	Relamp - Exterior Wall Pack Fixture, Compact Fluorescent, (1) 23W screw-in lamp/base w/ permanent disk installed, any bulb shape, w/ Light Emitting Diode (LED) Screw-in Lamp, 9W, with Integrated Driver Component, 9LEDSI	Wireless Occupancy Sensor & (1) Wall Switch Receiver
CIVICCENTER	STAGE PIT	1	1	Relamp - Keyless Fixture, Compact Fluorescent, (1) 23W screw-in lamp/base w/ permanent disk installed, any bulb shape, w/ Light Emitting Diode (LED) Screw-in Lamp, 9W, with Integrated Driver Component, 9LEDSI	
CIVICCENTER	1ST FLR LO	53	53	6" Round Recessed Can Fixture, Light Emitting Diode (LED) Screw-in Lamp, 11W, with Integrated Driver Component - No Measure Recommended	
CIVICCENTER	1ST FLR LO	12	12	Relamp - Compact Fluorescent, (1) 13W screw-in lamp/base w/ permanent disk installed, any bulb shape, w/ Light Emitting Diode (LED) Screw-in Lamp, 6W, with Integrated Driver Component, 6LEDSI VERTICAL	
CIVICCENTER	1ST FLR LO	2	2	Relamp - Compact Fluorescent, (1) 13W screw-in lamp/base w/ permanent disk installed, any bulb shape, w/ Light Emitting Diode (LED) Screw-in Lamp, 6W, with Integrated Driver Component, 6LEDSI 247	
Parking Lot G	Parking Lot G	4	4	New/ Replacement Fixture - Pole-Mounted Cobrahead Fixture, High Pressure Sodium, (2) 250W lamp, w/ Pole-Mounted Cobrahead Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 126W, with Separate or Integrated Driver Component, 126LEDFPE	
Parking Lot G	Parking Lot G	2	2	New/ Replacement Fixture - Pole-Mounted Cobrahead Fixture, High Pressure Sodium, (1) 250W lamp, w/ Pole-Mounted Cobrahead Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 126W, with Separate or Integrated Driver Component, 126LEDFPE	
Parking Lot E	Parking Lot E	4	4	New/ Replacement Fixture - Pole-Mounted Shoebox Fixture, High Pressure Sodium, (2) 250W lamp, w/ Pole-Mounted Cobrahead Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 126W, with Separate or Integrated Driver Component, 126LEDF	
Parking Lot D	Parking Lot D	2	2	Pole-Mounted Cobrahead Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 135W, with Separate or Integrated Driver Component - No Measure Recommended	
Parking Lot D	Parking Lot D	2	2	Light Emitting Diode (LED) Luminaire (Multiple LEDs), 135W, with Separate or Integrated Driver Component - No Measure Recommended	
Parking Lot L	Parking Lot L	1	1	New/ Replacement Fixture - Pole-Mounted Cobrahead Fixture, High Pressure Sodium, (1) 250W lamp, w/ Pole-Mounted Cobrahead Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 126W, with Separate or Integrated Driver Component, 126LEDFPE	
Parking Lot L	Parking Lot L	4	4	Relamp - Bollard Fixture, Metal Halide, (1) 70W lamp, Magnetic ballast, w/ Light Emitting Diode (LED) Screw-in Lamp, 16W, with Integrated Driver Component, 16LEDSI	
Parking Lot I	Parking Lot I	1	1	New/ Replacement Fixture - Pole-Mounted Cobrahead Fixture, High Pressure Sodium, (1) 250W lamp, w/ Pole-Mounted Cobrahead Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 126W, with Separate or Integrated Driver Component, 126LEDFPE	
Parking Lot I	Parking Lot I	3	3	Relamp - Bollard Fixture, Metal Halide, (1) 70W lamp, Magnetic ballast, w/ Light Emitting Diode (LED) Screw-in Lamp, 16W, with Integrated Driver Component, 16LEDSI	
Parking Lot F	Parking Lot F	1	1	Pole-Mounted Cobrahead Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), LEDW, with Separate or Integrated Driver Component - No Measure Recommended	
Parking Lot A	Parking Lot A	1	1	Pole-Mounted Cobrahead Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 139W, with Separate or Integrated Driver Component - No Measure Recommended	
Parking Lot A	Parking Lot A	6	6	Pole-Mounted Cobrahead Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 139W, with Separate or Integrated Driver Component - No Measure Recommended	
Transit Parking Lot	Transit Parking Lot	1	1	New/ Replacement Fixture - Pole-Mounted Flood Fixture, Metal Halide, (4) 400W lamps, Magnetic ballasts, w/ Pole-Mounted Flood Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 166W, with Separate or Integrated Driver Component, 166LEDF	
Transit Parking Lot	Transit Parking Lot	2	2	New/ Replacement Fixture - Pole-Mounted Cobrahead Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast, w/ Pole-Mounted Cobrahead Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 171W, with Separate or Integrated Driver Component, 171LEDF	
Parking Garage C	Lower Level Parking	122	122	Retrofit - 4' Vapor Proof Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
Parking Garage C	Lower Level Parking	2	2	Exterior Wall Pack Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 54W, with Separate or Integrated Driver Component - No Measure Recommended	
Parking Garage C	Mens	2	2	Relamp - Exterior Canopy Fixture, Incandescent, (2) 60W lamp, w/ Light Emitting Diode (LED) (2) Screw-in Lamps, 9W, with Integrated Driver Component, 9LEDSI	
Parking Garage C	Womens	2	2	Relamp - Exterior Canopy Fixture, Incandescent, (2) 60W lamp, w/ Light Emitting Diode (LED) (2) Screw-in Lamps, 9W, with Integrated Driver Component, 9LEDSI	
Parking Garage C	Electrical Room	2	2	Relamp - China Hat Fixture, Incandescent, (1) 200W lamp, w/ Light Emitting Diode (LED) Screw-in Lamp, 18W, with Integrated Driver Component, 18LEDSI	
Parking Garage C	Stairwells	6	6	Retrofit - 4' Vapor Proof Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
Parking Garage C	Stairwells	3	3	New/ Replacement Fixture - Exterior Wall Pack Fixture, High Pressure Sodium, (1) 70W lamp, w/ Exterior Wall Pack Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 46W, with Separate or Integrated Driver Component, 46LEDFWG	
Parking Garage C	Stairwells	3	3	- No Measure Recommended	
Parking Garage C	Walkway	5	5	Retrofit - 4' Vapor Proof Fixture, Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (2) 48" 12W LED Tube with Driver, 12LEDT	
Parking Garage C	Walkway	2	2	Exit Sign (Red), - No Measure Recommended	
Parking Garage C	Ticket Booth Locked No access	2	2	Retrofit - 2x4 Surface Mount Prismatic Fixture, Fluorescent, (4) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95), w/ LED Tube, (4) 48" 12W LED Tube with Driver, 12LEDT	
Parking Garage C	UPPER LEVEL PARKING	9	9	Pole-Mounted Shoebox Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 135W, with Separate or Integrated Driver Component - No Measure Recommended	
Parking Garage B	UPPER LEVEL PARKING	3	3	Pole-Mounted Cobrahead Fixture, Metal Halide, (1) 400W lamp, Magnetic ballast - No Measure Recommended	
Parking Garage B	UPPER LEVEL PARKING	4	4	Pole-Mounted Cobrahead Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	
Parking Garage B	3RD LEVEL PARKING	57	57	New/ Replacement Fixture - Exterior Canopy Fixture, High Pressure Sodium, (1) 150W lamp, w/ Exterior Canopy Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 66W, with Separate or Integrated Driver Component, 66LEDF	

Appendix 1

Page 147 of 220

EXHIBIT B

Appendix 1

LIBRARY EXTERIOR	LIBRARY PARKING LOT	1	1	New/ Replacement Fixture - Pole-Mounted Cobrahead Fixture, High Pressure Sodium, (1) 400W lamp, w/ Pole-Mounted Cobrahead Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 171W, with Separate or Integrated Driver Component, 171LEDF	
LIBRARY EXTERIOR	LIBRARY EXTERIOR EAST ENTRANCE	9	9	New/ Replacement Fixture - Exterior Canopy Fixture, Metal Halide, (1) 150W lamp, Magnetic ballast, w/ Exterior Canopy Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 66W, with Separate or Integrated Driver Component, 66LEDF	
LIBRARY EXTERIOR	LIBRARY EXTERIOR NORTH ENTRANCE	4	4	New/ Replacement Fixture - Flood Fixture, Halogen, (1) 150W lamp, w/ Flood Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 6W, with Separate or Integrated Driver Component, 6LEDF	
LIBRARY EXTERIOR	LIBRARY EXTERIOR NORTH ENTRANCE	2	2	New/ Replacement Fixture - Exterior Canopy Fixture, High Pressure Sodium, (1) 150W lamp, w/ Exterior Canopy Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 66W, with Separate or Integrated Driver Component, 66LEDF	
LIBRARY EXTERIOR	LIBRARY EXTERIOR WEST ENTRANCE	8	8	New/ Replacement Fixture - Exterior Canopy Fixture, High Pressure Sodium, (1) 150W lamp, w/ Exterior Canopy Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 66W, with Separate or Integrated Driver Component, 66LEDF	
CIVIC CENTER EXTERIOR	SOUTH MAIN ENTRANCE	6	6	Light Emitting Diode (LED) Screw-in Lamp, 30W, with Integrated Driver Component - No Measure Recommended	
CIVIC CENTER EXTERIOR	SOUTH MAIN ENTRANCE	17	17	Relamp - Recessed Can Fixture, Compact Fluorescent, (1) 13W screw-in lamp/base w/ permanent disk installed, any bulb shape, w/ Light Emitting Diode (LED) Screw-in Lamp, 9W, with Integrated Driver Component, 9LEDSI	
CIVIC CENTER EXTERIOR	Walkway	2	2	Decorative Pole, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 54W, with Separate or Integrated Driver Component - No Measure Recommended	
CIVIC CENTER EXTERIOR	Walkway	1	1	Decorative Pole, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 115W, with Separate or Integrated Driver Component - No Measure Recommended	
CIVIC CENTER EXTERIOR	Walkway	2	2	New/ Replacement Fixture - Decorative Pole, Compact Fluorescent, (1) 55W screw-in lamp/base w/ permanent disk installed, any bulb shape, w/ Decorative Pole, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 46W, with Separate or Integrated Driver Component, 46LEDF	
CIVIC CENTER EXTERIOR	Walkway	3	3	New/ Replacement Fixture - Decorative Pole, Compact Fluorescent, (1) 55W screw-in lamp/base w/ permanent disk installed, any bulb shape, w/ Decorative Pole, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 46W, with Separate or Integrated Driver Component, 46LEDF	
CIVIC CENTER EXTERIOR	VETERAN CIRCLE	20	20	Ground-Mount Flood Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 26W, with Separate or Integrated Driver Component - No Measure Recommended	
CIVIC CENTER EXTERIOR	STREET TO CIRCLE	13	13	Decorative Pole, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 76W, with Separate or Integrated Driver Component - No Measure Recommended	
CIVIC CENTER EXTERIOR	WEST SIDE	4	4	Exterior Wall Pack Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 34W, with Separate or Integrated Driver Component - No Measure Recommended	
CIVIC CENTER EXTERIOR	WEST SIDE	3	3	Exterior Wall Pack Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 34W, with Separate or Integrated Driver Component - No Measure Recommended	
CIVIC CENTER EXTERIOR	EAST SIDE	1	1	Exterior Wall Pack Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 34W, with Separate or Integrated Driver Component - No Measure Recommended	
CIVIC CENTER EXTERIOR	EAST SIDE	4	4	Exterior Wall Pack Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 34W, with Separate or Integrated Driver Component - No Measure Recommended	
CIVIC CENTER PARKING LOT	CIVIC CENTER PARKING LOT	8	8	New/ Replacement Fixture - Pole-Mounted Cobrahead Fixture, High Pressure Sodium, (2) 400W lamps, w/ Pole-Mounted Cobrahead Fixture, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 171W, with Separate or Integrated Driver Component, 171LEDF	
CIVIC CENTER PARKING LOT	CIVIC CENTER PARKING LOT	2	2	Pole-Mounted Cobrahead Fixture, High Pressure Sodium, (1) 400W lamp - No Measure Recommended	
Streetslights	Decatur Street Lighting	1	1	New/ Replacement Fixture - Cobrahead, High Pressure Sodium, (1) 100W lamp, w/ Cobrahead, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 55W, with Separate or Integrated Driver Component, 55LEDF	
Streetslights	Decatur Street Lighting	91	91	New/ Replacement Fixture - Metal Halide, (1) 100W lamp, Magnetic ballast, w/ Light Emitting Diode (LED) Luminaire (Multiple LEDs), 58W, with Separate or Integrated Driver Component, 58LEDFHALLBROOK	
Streetslights	Decatur Street Lighting	15	15	Cobrahead, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 120W, with Separate or Integrated Driver Component - No Measure Recommended	
Streetslights	Decatur Street Lighting	133	133	New/ Replacement Fixture - Metal Halide, (1) 175W lamp, Magnetic ballast, w/ Light Emitting Diode (LED) Luminaire (Multiple LEDs), 60W, with Separate or Integrated Driver Component, 60LEDFHARTSFIELD	
Streetslights	Decatur Street Lighting	1	1	New/ Replacement Fixture - Cobrahead, Metal Halide, (1) 175W lamp, Magnetic ballast, w/ Cobrahead, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 80W, with Separate or Integrated Driver Component, 80LEDF	
Streetslights	Decatur Street Lighting	57	57	New/ Replacement Fixture - Cobrahead, High Pressure Sodium, (1) 250W lamp, w/ Cobrahead, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 135W, with Separate or Integrated Driver Component, 135LEDF	
Streetslights	Decatur Street Lighting	184	184	New/ Replacement Fixture - High Pressure Sodium, (1) 250W lamp, w/ Light Emitting Diode (LED) Luminaire (Multiple LEDs), 135W, with Separate or Integrated Driver Component, 135LEDFROADFOCUS	
Streetslights	Decatur Street Lighting	29	29	New/ Replacement Fixture - Shoebox Fixture, High Pressure Sodium, (1) 250W lamp, w/ Cobrahead, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 135W, with Separate or Integrated Driver Component, 135LEDFHorizontal Arm Required	
Streetslights	Decatur Street Lighting	37	37	New/ Replacement Fixture - Metal Halide, (1) 250W lamp, Magnetic ballast, w/ Light Emitting Diode (LED) Luminaire (Multiple LEDs), 112W, with Separate or Integrated Driver Component, 112LEDFHALLBROOK	
Streetslights	Decatur Street Lighting	5	5	New/ Replacement Fixture - Cobrahead, High Pressure Sodium, (1) 400W lamp, w/ Cobrahead, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 190W, with Separate or Integrated Driver Component, 190LEDF	
Streetslights	Decatur Street Lighting	1	1	New/ Replacement Fixture - Shoebox Fixture, High Pressure Sodium, (1) 400W lamp, w/ Cobrahead, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 190W, with Separate or Integrated Driver Component, 190LEDFHorizontal Arm Required	
Streetslights	Decatur Street Lighting	2	2	Cobrahead, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 40W, with Separate or Integrated Driver Component - No Measure Recommended	
Streetslights	Decatur Street Lighting	43	43	New/ Replacement Fixture - Compact Fluorescent, (1) 42W screw-in lamp/base w/ permanent disk installed, any bulb shape, w/ Light Emitting Diode (LED) Luminaire (Multiple LEDs), 35W, with Separate or Integrated Driver Component, 35LEDFHARTSFIELD	
Streetslights	Decatur Street Lighting	2	2	Cobrahead, Light Emitting Diode (LED) Luminaire (Multiple LEDs), 80W, with Separate or Integrated Driver Component - No Measure Recommended	
Streetslights	Decatur Street Lighting	36	36	New/ Replacement Fixture - Metal Halide, (1) 70W lamp, Magnetic ballast, w/ Light Emitting Diode (LED) Luminaire (Multiple LEDs), 35W, with Separate or Integrated Driver Component, 35LEDFHARTSFIELD	
Streetslights	Decatur Street Lighting	24	24	New/ Replacement Fixture - Metal Halide, (2) 100W lamp, Magnetic ballast, w/ Light Emitting Diode (LED) Luminaire (Multiple LEDs), (2) 58W, with Separate or Integrated Driver Component, 58LEDFHALLBROOK	
Streetslights	Decatur Street Lighting	1	1	New/ Replacement Fixture - High Pressure Sodium, (2) 250W lamp, w/ Light Emitting Diode (LED) Luminaire (Multiple LEDs), 135W, with Separate or Integrated Driver Component, 135LEDFROADFOCUS	
Streetslights	Decatur Street Lighting	9	9	New/ Replacement Fixture - Metal Halide, (2) 250W lamp, Magnetic ballast, w/ Light Emitting Diode (LED) Luminaire (Multiple LEDs), (2) 112W, with Separate or Integrated Driver Component, 112LEDFHALLBROOK	
Streetslights	Decatur Street Lighting	1	1	New/ Replacement Fixture - Metal Halide, (2) 70W lamp, Magnetic ballast, w/ , HALLBROOK	
Streetslights	Decatur Street Lighting	162	162	No Measure Recommended	
Streetslights	Decatur Street Lighting	2	2	Cobrahead, Light Emitting Diode (LED) Luminaire (Multiple LEDs), (3) 60W, with Separate or Integrated Driver Component - No Measure Recommended	
Streetslights	Decatur Street Lighting	1	1	New/ Replacement Fixture - Metal Halide, (1) 175W lamp, Magnetic ballast, w/ Light Emitting Diode (LED) Luminaire (Multiple LEDs), 60W, with Separate or Integrated Driver Component, 60LEDFHARTSFIELD	

EXHIBIT B**Appendix 1**

Streetlights	Decatur Street Lighting	1	1	Light Emitting Diode (LED) Luminaire (Multiple LEDs), 80W, with Separate or Integrated Driver Component - No Measure Recommended	
Streetlights	Decatur Street Lighting	19	19	No Measure Recommended	
Streetlights	Decatur Street Lighting	26	26	No Measure Recommended	
Streetlights	Decatur Street Lighting	123	123	New/ Replacement Fixture - High Pressure Sodium, (1) 100W lamp, w/ Light Emitting Diode (LED) Luminaire (Multiple LEDs), 58W, with Separate or Integrated Driver Component, 58LEDFHALLBROOK	
Streetlights	City Park Lighting Park & Franklin	14	14	New/ Replacement Fixture - Metal Halide, (1) 70W lamp, Magnetic ballast, w/ Light Emitting Diode (LED) Luminaire (Multiple LEDs), 35W, with Separate or Integrated Driver Component, 35LEDFHARTSFIELD	

EXHIBIT B



City of Decatur + Johnson Controls Partnership in Efficiency



About this Project

- ✓ Upgrade City Owned Streetlights with new Connected LED lighting
- ✓ Parking lot and parking ramp lighting replaced with LED
- ✓ LED update for Civic Center and Library Lighting
- ✓ Upgrade the Library Variable Air Volume Control System to Digital Controls



Project Benefits

- ✓ Reduced energy and operational costs
- ✓ Grant and rebate options
- ✓ Guaranteed energy savings
- ✓ Backbone for SMART city technology
- ✓ Local labor



Value to Decatur

- ✓ Improved lighting with reduced energy usage
- ✓ Reduced maintenance cost, 10 year warranty
- ✓ Connected SMART street lighting to further reduce energy usage
- ✓ Additional capability potential for WiFi, cameras, parking notification and enhanced security



City of Decatur + Johnson Controls Partnership in Efficiency

Key Highlights



Financial

Investment \$ 1,981,816



Savings

Guaranteed Savings \$ 2,537,234

Other Savings \$ 540,950

Total Project Savings \$ 3,253,722



Finance

Loan from Internal City Source

Loan from Local Bank

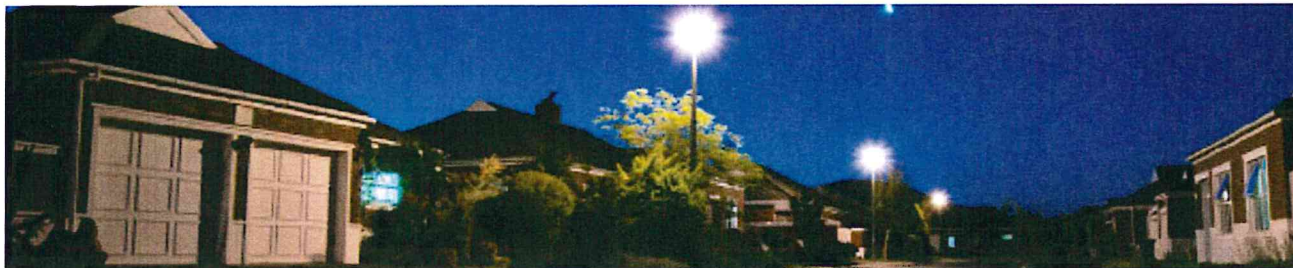
★ AWARD

December of 2017 Johnson Controls was selected as the primary provider from a state wide bid for Smart Street Lighting to facilitate municipalities to upgrade their existing street lights to SMART, LED-based lighting. The intent of the RFP was to provide a statewide procurement that every municipality could leverage to begin taking advantage of LED street lighting technologies for their cities.



City of Decatur + Johnson Controls Partnership in Efficiency

City of Decatur Energy Conservation Measures (ECMs)	Project Cost	Year 1 Annual Savings			
		Year 1 Guaranteed Utility Savings			
			Rebates	Operational Savings	Total Year 1 Savings
ECM-1 Streetlights LED Upgrade	\$ 1,094,494	\$ 25,486	\$ 95,863	\$ 4,017	\$ 125,366
ECM-1A Streetlights Connected Technology	\$ 195,467	\$ -	\$ -	\$ 10,050	\$ 10,050
ECM-2 Parking Lot LED Fixtures Upgrade	\$ 118,745	\$ 9,969	\$ 13,433	\$ 2,060	\$ 25,462
ECM-3 Library Interior LED Lighting Upgrade	\$ 245,102	\$ 24,751	\$ 35,863	\$ 2,415	\$ 63,030
ECM-4 Civic Center Interior LED Lighting Upgrade	\$ 185,628	\$ 24,691	\$ 25,379	\$ 3,644	\$ 53,714
ECM-5 Library VAV DDC Controls Upgrade	\$ 142,381	\$ 11,895	\$ 5,000	\$ 515	\$ 17,410
Total ECM Items	\$ 1,981,816	\$ 96,792	\$ 175,538	\$ 22,701	\$ 295,032



City of Decatur + Johnson Controls Partnership in Efficiency

City of Decatur		Guaranteed Utility Savings	Non-Measured (Non-Guaranteed)			Total Savings	Cummulative Savings	
Cashflow			Operational Savings	Rebate	Total			
Construction Years	Year 0	\$ 1,524	\$ -	\$ -	\$ -	\$ 1,524	\$ 1,524	
Performance Years	Year 1	\$ 96,792	\$ 22,701	\$ 175,538	\$ 198,239	\$ 295,032	\$ 296,555	
	Year 2	\$ 99,454	\$ 23,081	\$ -	\$ 23,081	\$ 122,535	\$ 419,090	
	Year 3	\$ 102,189	\$ 23,472	\$ -	\$ 23,472	\$ 125,661	\$ 544,752	
	Year 4	\$ 104,999	\$ 23,875	\$ -	\$ 23,875	\$ 128,874	\$ 673,626	
	Year 5	\$ 107,887	\$ 24,289	\$ -	\$ 24,289	\$ 132,176	\$ 805,802	
	Year 6	\$ 110,854	\$ 24,717	\$ -	\$ 24,717	\$ 135,570	\$ 941,372	
	Year 7	\$ 113,902	\$ 25,157	\$ -	\$ 25,157	\$ 139,059	\$ 1,080,431	
	Year 8	\$ 117,035	\$ 25,610	\$ -	\$ 25,610	\$ 142,644	\$ 1,223,076	
	Year 9	\$ 120,253	\$ 26,077	\$ -	\$ 26,077	\$ 146,330	\$ 1,369,405	
	Year 10	\$ 123,560	\$ 26,557	\$ -	\$ 26,557	\$ 150,117	\$ 1,519,523	
	Year 11	\$ 126,958	\$ 27,053	\$ -	\$ 27,053	\$ 154,010	\$ 1,673,533	
	Year 12	\$ 130,449	\$ 27,563	\$ -	\$ 27,563	\$ 158,012	\$ 1,831,545	
	Year 13	\$ 134,037	\$ 28,088	\$ -	\$ 28,088	\$ 162,125	\$ 1,993,670	Breakeven
	Year 14	\$ 137,723	\$ 28,629	\$ -	\$ 28,629	\$ 166,352	\$ 2,160,021	
	Year 15	\$ 141,510	\$ 29,187	\$ -	\$ 29,187	\$ 170,697	\$ 2,330,718	
	Year 16	\$ 145,402	\$ 29,761	\$ -	\$ 29,761	\$ 175,162	\$ 2,505,880	
	Year 17	\$ 149,400	\$ 30,352	\$ -	\$ 30,352	\$ 179,752	\$ 2,685,632	
	Year 18	\$ 153,509	\$ 30,961	\$ -	\$ 30,961	\$ 184,470	\$ 2,870,102	
	Year 19	\$ 157,730	\$ 31,588	\$ -	\$ 31,588	\$ 189,318	\$ 3,059,420	
	Year 20	\$ 162,068	\$ 32,234	\$ -	\$ 32,234	\$ 194,302	\$ 3,253,722	
Total		\$ 2,537,234	\$ 540,950	\$ 175,538	\$ 716,488	\$ 3,253,722		

APPENDIX A

The following information was received from Johnson Controls. City Staff contacted, or attempted to contact, each reference. The results of the inquiries are attached.

References:

Village of Schaumburg Project consisted of replacing street lights (2 phases) upgrades to the water distribution system and controls along with HVAC and building controls replacement. The total cost of the project was over \$9 Million dollars. The initial phase was street lighting upgrades to LED which went very smooth. Our team completed installation of 2,000 streetlights in a little over 4 weeks. This short time window was because the rebate program was changing and the City was at risk for not being able to take advantage of the lucrative rebate program. In the second phase we installed additional street lights which some were on state and county roads.

Contact: Mike Hall , Assistant Director of EPW

Phone Number: 1 (847) 923 - 6616

Email address: mhall@ci.schaumburg.il.us

City of Racine, Wisc. Project consisted of replacing existing street lights with LED standard and decorative.

Contact: Mark Yehlen, Director of Public Works

Phone Number: 1 (262) 636-9121

Email address: mark.yehlen@cityofracine.org

City of El Paso TX, Project consisted of upgrades of 18,000 LED street lights, 6,600 new LED traffic signals and (3) solar PV systems, (7) solar thermal systems to heat indoor pools.

Contact: Larry Nichols , Director of Facilities

Phone Number 1 (915) 621-6787

Email address: nicholslf@elpasotexas.gov

City of Marquette, Michigan, Project consists of City wide LED street lighting upgrade, traffic signal upgrade and controls, water meters and AMI, WWTP plant improvements, City wide security and IT upgrades various other facility improvements.

Contact: Eric Stemen, Director of Operations

Phone Number: 1 (906) 225- 8978

Email address: estemen@mqtcity.org

Mattoon School District, Mattoon, IL. Project consisted of upgrading existing exterior building lighting and parking lot lighting to LED at the Elementary Schools

Contact: Larry Lilly , Superintendent or Kent Metzger, Director of Facilities

Phone Number 1 (217) 238-8850

Email address: ldlilly@mattoon.k12.il.us or kmetzger@mattoon.k12.il.us

There are several other municipalities that we are working with us that are considering moving forward with SMART city projects. One item that I did not mention in the meeting the other night was that recently, the Illinois Department of Central Management Services, in consultation with Illinois Department of Innovation and Technology, issued a Request for Proposal (RFP) for Smart Street Lighting to facilitate municipal upgrades of existing street lights to smart, LED-based lighting. The intent of the RFP was to provide a statewide procurement that every municipality could leverage to begin taking advantage of LED street lighting technologies for their cities. Out of many respondents, Johnson Controls was selected as the primary vendor through this RFP to provide services to our local Illinois municipalities. Since this has been awarded, there have been several more municipalities that are looking into moving forward with street lighting projects.

Bachstein, Tara R.

From: Michael Hall <mhall@ci.schaumburg.il.us>
Sent: Monday, July 30, 2018 10:56 AM
To: Bachstein, Tara R.
Subject: RE: Johnson Controls
Attachments: Performance Contract Memo 3-6-2017 LHP edits .docx

Tara, sorry I was not available to talk on Friday. The attached memo details out our project scope, we did complete a phase II for street lighting that is not covered in the memo to finish out our lights. Most of what we did on lighting was the cobra heads however we had about 500 acorn lights and used a Sternberg retrofit kit that worked out well. Overall the project was successful and JCI's team worked hard to maximize our return with available rebates. We did learn a lot, especially with lighting on state and county roads that we maintain. I will try and give you a call later this afternoon to discuss further and help answer any other questions.

Thank you.

Mike

Michael L. Hall, P.E. | Interim Director of Engineering & Public Works
Village of Schaumburg | 714 S. Plum Grove Road | Schaumburg, IL 60193
Office 847-923-6616 | Mobile 847-687-9633 | Fax 847-923-2429
mhall@villageofschaumburg.com | www.VillageofSchaumburg.com



From: Bachstein, Tara R. [mailto:TBachstein@decaturil.gov]
Sent: Tuesday, July 24, 2018 1:46 PM
To: Michael Hall
Subject: Johnson Controls

Good Afternoon Mike,

My name is Tara Bachstein and I am the Administrative Secretary for the Public Works Department at the City of Decatur, Decatur, IL. I was wondering if you could answer a few questions for me concerning your Village Project with Johnson Controls. The City of Decatur is looking to have Johnson Controls lead a project to upgrade lighting in the City to LED lights, including the City's ornamental lights. My questions for you are:

1. What your project entailed?
2. Did the work include ornamental lighting?
3. How did Johnson Controls do?
4. Any suggestions for the City based on the experience your company had with Johnson Controls?

I would greatly appreciate any answers in which you would be able to give. Thank you for your time.

Tara Bachstein

Administrative Secretary

Public Works

217-424-2747

TBachstein@decaturil.gov

Bachstein, Tara R.

From: Yehlen, Mark <Mark.Yehlen@cityofracine.org>
Sent: Wednesday, July 25, 2018 12:26 PM
To: Bachstein, Tara R.
Subject: RE: Johnson Controls
Attachments: Contract 20160038 PS Street Lighting Building Lighting Energy Efficient Improvements JCI (2).pdf

Tara,

Answers to your questions are as follows:

1. I've attached a contract briefing memo from our City Engineering to our Public Works and Services Committee summarizing our energy performance contract with Johnson Controls Inc. (JCI) to retro-fit city-owned street lights and parks lights with LED fixtures. This contract didn't include third party financing of the lighting upgrades. JCI did all of the design work and handled the procurement and installations on this project.
2. Yes, this project included LED retro-fits to quite a lot existing ornamental light fixtures/posts covering a wide variety of styles and manufacturers.
3. JCI did a very good job on this project and they were able to execute the work much faster than the city would have using a design-bid-build contracting model. We selected their energy performance contracting proposal in April 2016, they completed their audit/work package (using lighting manufacturers of our approval) by the end of July 2016, we awarded the work package to them in August 2016, and they completed the installations by the end of 2016 (most of the exterior work was complete by the end of November 2016).
4. This was the city's first use of an energy performance contract. (We've been pursuing a fairly aggressive city financed energy conservation program for decades, and that coupled with the relatively reasonable local commercial electrical power/gas rates, never made energy performance contracting a particularly viable project delivery option.) However, in this instance we were able to work with JCI to complete the conversion of the city-owned street and park lighting to LEDs (with some interior lighting thrown in) in one fell swoop with a minimal project oversight effort on our Engineering Department's part. JCI brought a lot of technical expertise to the table, and their project management capability was able to deliver a finished product (to our satisfaction) much faster than we could have accomplished through our procurement system.

Mark H. Yehlen, P.E.

Commissioner of Public Works
City of Racine
730 Washington Avenue
Racine, Wisconsin 53403
262-636-9121 Office
262-636-9142 Fax
mark.yehlen@cityofracine.org

From: Bachstein, Tara R. [mailto:TBachstein@decaturil.gov]
Sent: Tuesday, July 24, 2018 1:51 PM
To: Yehlen, Mark <Mark.Yehlen@cityofracine.org>
Subject: Johnson Controls

Good Afternoon Mark,

My name is Tara Bachstein and I am the Administrative Secretary for the Public Works Department at the City of Decatur, Decatur, IL. I was wondering if you could answer a few questions for me concerning your City Project with Johnson Controls. The City of Decatur is looking to have Johnson Controls lead a project to upgrade lighting in the City to LED lights, including the City's ornamental lights. My questions for you are:

- 1) What your project entailed?
- 2) Did the work include ornamental lighting?
- 3) How did Johnson Controls do?
- 4) Any suggestions for the City based on the experience your company had with Johnson Controls?

I would greatly appreciate any answers in which you would be able to give. Thank you for your time.

Tara Bachstein
Administrative Secretary
Public Works
217-424-2747
TBachstein@decaturil.gov

Office of the City Engineer

John C. Rooney, P.E.
Assistant Commissioner of Public Works/
City Engineer



City Hall
730 Washington Avenue
Racine, WI 53403
262.636.9191
Fax: 262.636.9545

July 26, 2016

Legistar Item: 0628-16

To: Alderman Terry McCarthy, Chairman
Public Works and Services Committee

From: John Rooney *JCR*
Assistant Commissioner of Public Works/City Engineer

Re: Contract 20160038, PS – Street Lighting and Building Lighting Energy Efficient Improvements,
Johnson Controls, Inc. (JCI), Consultant

The scope of work for this contract includes the retrofit of existing lighting luminaires for City of Racine owned Street, Pathway & Parkway, Zoo, Wustum, Lockwood park tennis court and the Chavez, Humble & Tyler Domer community centers as defined in a City of Racine - Lighting Audit Summary prepared by Johnson Controls, Inc. (JCI) dated 7-21-2016.

The work involves replacement of existing high pressure sodium and metal halide lamps and ballasts, selected incandescent lamps, and replacement of selected fixtures as defined in the City of Racine - Lighting Audit. The retrofit work includes field modification of the existing fixture to install the retrofit kit. The replacement work includes removal of the lighting fixture and replacement with a new fixture. New wiring connections shall be made to the existing pole wiring.

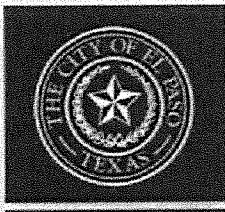
JCI and the City of Racine agree that Customer will be deemed to achieve a total of \$0 in Non-Measured Project Benefits and JCI guarantees that Customer will achieve a total of \$1,158,731 in Measured Project Benefits during the term of this Agreement. The first year projected energy savings is \$43,123; of which 24% is achieved by DPW and 76% by Parks; and grows to the total over 20 years. The energy savings are guaranteed, with any deficiencies in the savings identified in the audit paid for by JCI.

The total amount of the contract is \$738,014.00, and funding is available in the below Org-Objects:

\$379,039.30 – Org-Object 45040-57520, DPW/Parks-Street Lighting
\$ 50,000.00 – Org-Object 45050-57110, Parks-Land Imp/LED Zoo Upgrades
\$308,974.70 – Org-Object 40103-57520, City Projects-Street Lighting
\$738,014.00 – Total

If the committee agrees, the appropriate action would be to authorize the Mayor and City Clerk to enter in the agreement.

Cc: Joy Hansche
File



Planning & Inspections Department

Mayor
Oscar Leiser

October 24, 2015

Mr. Harry Romine
Account Manager
Johnson Controls

City Council

District 1
Peter Svarzbein

Dear Mr. Romine:

I would like to thank your Johnson Controls team for assisting us to energize our City Sustainability Program without spending capital dollars.

District 2
Larry Romero

The Johnson Controls multi-year, multi-phase Energy Savings Performance Contracting (ESPC) program has substantially reduced our utility bills and modernized aging infrastructure.

District 3
Emma Acosta

Your team's technical expertise and commitment to getting the job done is one of the primary reasons the City has continued to work with Johnson Controls to upgrade our facilities and street lights.

District 4
Carl L. Robinson

City has completed or has under construction eight (8) ESPC projects with Johnson Controls totaling \$42M dollars. These projects include the following:

District 5
Dr. Michiel R. Noe

- Building efficiency upgrades for 86 facilities
- 18,800 new LED street lights
- 6,600 new LED traffic signals
- Three (3) solar PV systems totaling 200 kW
- Seven (7) solar thermal systems to heat indoor pools
- Street light maintenance services

District 6
Claudia Ordaz

District 7
Lily Limón

District 8
Cortney C. Niland

With the exception of one project that has been delayed by El Paso Electric, all Johnson Controls ESPC projects have been completed on time and the actual savings have exceeded the guaranteed savings each year.

City Manager
Tommy Gonzalez

We are looking forward to a positive long term working relationship with Johnson Controls. Your assistance and responsiveness have been very helpful and your company has proven to be a good corporate partner.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry Nichols", is written over a horizontal line.

Larry Nichols
Director, Planning and Inspections Department
City of El Paso

Larry F. Nichols – Department Head
City 3 | 801 Texas | El Paso, Texas 79901 | (915) 212-0088

"Delivering Outstanding Services"

Bachstein, Tara R.

From: Larry Lilly <ldlilly@mattoon.k12.il.us>
Sent: Tuesday, July 24, 2018 2:16 PM
To: Bachstein, Tara R.; Kent Metzger
Subject: RE: Johnson Controls

Tara,

Thank you for your email. I have embedded my responses to the questions in your email below.

Larry D. Lilly
Superintendent

Mattoon CUSD2
1701 Charleston Avenue
Mattoon, IL 61938
Office: 217-238-8881
Cell: 217-259-9592
Fax: 217-238-8855
Email: ldlilly@mattoon.k12.il.us

"The public school is the greatest discovery made by man." - Horace Mann (1796-1859)

THIS EMAIL AND ANY FILES TRANSMITTED WITH IT ARE CONFIDENTIAL AND ARE INTENDED SOLELY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM THEY ARE ADDRESSED. If you are not the intended recipient or the person responsible for delivering the email to the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing, or copying of this email is strictly prohibited. Any inadvertent receipt by you of confidential information shall not constitute a waiver of confidentiality. The sender disclaims liability for error or omissions in the content of this message that arise as a result of email transmission. If you have received this email in error, please return immediately to the sender and delete this copy from your system. Thank you for your cooperation.

From: Bachstein, Tara R. [mailto:TBachstein@decaturil.gov]
Sent: Tuesday, July 24, 2018 2:00 PM
To: Larry Lilly; Kent Metzger
Subject: Johnson Controls

Good Afternoon Larry & Kent,

My name is Tara Bachstein and I am the Administrative Secretary for the Public Works Department at the City of Decatur, Decatur, IL. I was wondering if you could answer a few questions for me concerning your School District Project with Johnson Controls. The City of Decatur is looking to have Johnson Controls lead a project to upgrade lighting in the City to LED lights, including the City's ornamental lights. My questions for you are:

1. What your project entailed?
We have worked with JC on multiple projects over the last 13 years, including a multi-million dollar upgrade to our HVAC and lighting at our high school and middle school. Additionally, JC has completed energy efficiency work at our two elementary schools tightening the envelope of our buildings. Recently, we signed another contract to complete additional HVAC work at our preschool and boiler work at one of the elementary schools.
2. Did the work include ornamental lighting?

No. However, projects have included indoor and outdoor lighting. Not only have we seen improvement in the lighting, but we have also experienced energy savings due to more efficient lighting and controls.

3. How did Johnson Controls do?

As is evidenced by the several projects over the last 13 years with JC, we are pleased with their work and our ongoing business relationship.

4. Any suggestions for the City based on the experience your company had with Johnson Controls?

JC is a good company with reliable people. I would recommend JC for your lighting project.

I would greatly appreciate any answers in which you would be able to give. Thank you for your time.

Tara Bachstein
Administrative Secretary
Public Works
217-424-2747
TBachstein@decaturil.gov

Public Works

DATE: 7/26/2018

MEMO: 2018-38

TO: Honorable Mayor Moore Wolfe and City Council

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

SUBJECT:

Resolution accepting the bid and authorizing the execution of a contract with Dunn Company, A Division of Tyrolt, Inc. for 2018 Local Motor Fuel Tax Street Improvement Project, (County Fair Drive), City Project 2018-26

SUMMARY RECOMMENDATION: Please refer to the attached Memorandum, Resolution and related documents.

ATTACHMENTS:

Description	Type
Council Memorandum	Cover Memo
Resolution Dunn Co	Resolution Letter
Contract Documents	Backup Material
Bid Tabulation	Backup Material
Location Map	Backup Material

**Public Works Memorandum
NO. 2018-38**

DATE: July 26, 2018

TO: Honorable Mayor Moore Wolfe and City Council

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

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, A Division of Tyrolt, Inc. for 2018 Local Motor Fuel Tax Street Improvement Project, (County Fair Drive), City Project 2018-26

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the resolution awarding the contract for the 2018 Local Motor Fuel Tax Street Improvement Project, County Fair Drive, City Project 2018-26, to Dunn Company, A Division of Tyrolt, Inc. as the lowest, responsible bidder in the amount of \$696,838.28 and that the Mayor be authorized to execute the contract and the City Clerk to attest.

PRIOR COUNCIL ACTION:

May 21, 2018 – Council approved Resolution R2018-51 authorizing a Redevelopment Agreement with Love’s Travel Stops and Country Stores, Inc.

May 21, 2018 – Council approved Resolution R2018-52 authorizing a City Rider to the Highway Permit with Illinois Department of Transportation for Love’s Travel Center and Country Stores, Inc.

May 21, 2018 – Council approved Resolution R2018-53 authorizing a temporary construction easement between the City of Decatur and Clifford Mason.

May 21, 2018 – Council approved Resolution R2018-54 authorizing a temporary construction easement between the City of Decatur and Carol Klepzig.

May 21, 2018 – Council approved Ordinance 2018-22 authorizing a Lift Station Easement and Access Agreement between the City of Decatur and Clifford Mason.

June 18, 2018 – Council approved Ordinance 2018-84 authorizing a temporary construction easement between the City of Decatur and Jeffrey L. Shade, Thomas M. Shade, Sarah M. Peterson, as Trustee of the Sarah M. Peterson Trust, and William P Shade III, as Trustee of the William P. Shade III Trust.

BACKGROUND:

County Fair Drive is scheduled for reconstruction ahead of the opening of the Love's Travel Stop and Country Store, Inc., (Love's). The City entered into a redevelopment agreement on May 21, 2018 to replace County Fair Drive by December 31, 2018. All temporary easements for construction have been received from the adjacent property owners by Love's.

Letting Results

The project scope and specifications were prepared jointly by the Engineering Division and Love's Engineer, CESO. The project was advertised on July 11, 2018, and bids were opened on July 26, 2018. The results of the letting are as follows (bid tabulation attached):

<u>Bidder</u>	<u>Base Bid Price</u>	<u>Alternate A (Concrete)</u>	<u>Alternate B (Asphalt)</u>	<u>Total Bid Price</u>	<u>Compared to Engineer's Est. Over (Under)</u>
Dunn Company, A Division of Tyrolt, Inc.	\$376,375.63	NO BID	\$320,462.65	\$696,838.28	(8.54%)
Reyhan Bros, Inc. DBA Sangamo Construction	\$369,382.85	\$385,425.15	NO BID	\$754,808.00	(0.15%)
Feutz Contractors, Inc.	\$341,745.40	\$421,345.00	NO BID	\$763,090.40	0.94%
Otto Baum Company, Inc.	\$391,819.59	\$374,910.98	NO BID	\$766,730.57	1.42%
Engineer's Estimate	\$369,324.40	\$386,644.11	\$392,560.20	\$755,968.51	-----

Five contractors submitted bids for the Local MFT Street Improvement Project, County Fair Drive, with four being responsible bids. Dunn Company provided the lowest responsible bid at 8.54% below the engineer's estimate. The project was bid with a concrete street or asphalt street equal alternate providing a higher level of competition. The asphalt bid prices were the most cost effective alternate. Dunn Company has successfully completed many jobs of this type 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.

Subcontracting is not a requirement for City Projects. Dunn Company will self-perform 72.0% of the contract and subcontract out the other 28.0% with 11.5% being performed by Minority Business Enterprises (MBE). Dunn Company has met the minority participation goal for subcontracting.

SCHEDULE:

Reconstruction of County Fair Drive is expected to start in September 2018 and completed in December 2018.

BUDGET/TIME IMPLICATIONS:

Budget Impact: The \$696,838.28 in funding for this project is allocated in the Local Motor Fuel Tax Fund.

Staff Impact: Staff time has been allocated to manage this project.

POTENTIAL OBJECTION: There are no known objections.

INPUT FROM OTHER SOURCES: Love's Travel Stop and Country Store, Inc.

STAFF REFERENCE: Matthew Newell, Public Works Director and Paul Caswell, City Engineer. Matthew Newell will attend the City Council meeting to answer any questions of the Council on this item.

This memorandum was prepared by Paul Caswell, P.E., City Engineer.

LEGAL REVIEW: The project plans and specifications were reviewed and approved by Legal Counsel on July 5, 2018.

Attach: 4

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A CONTRACT WITH DUNN COMPANY,
A DIVISION OF TYROLT, INC. FOR 2018 LOCAL MOTOR FUEL TAX STREET
IMPROVEMENT PROJECT, (COUNTY FAIR DRIVE)
CITY PROJECT 2018-26**

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

Section 1. That the tabulation of bids received for City Project 2018-26, 2018 Local Motor Fuel Tax Street Improvement Project, (County Fair Drive) be, and they are hereby, received and placed on file.

Section 2. That the bid of Dunn Company, a Division of Tyrolt, Inc., be accepted and a contract awarded accordingly, and that said contract between Dunn Company and the City of Decatur is for a total amount of \$696,838.28.

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 Dunn Company, a Division of Tyrolt, Inc. for said plan, in the amount of \$696,838.28.

PRESENTED and ADOPTED this 6th day of August, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

CONTRACT

THIS CONTRACT, made and entered into this 6th day of August, 2018, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Dunn Company, A Division of Tyrolt, 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 **"2018 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT (COUNTY FAIR DRIVE), CITY PROJECT 2018-26"**, 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. Work shall be complete by November 30, 2018.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids	General Conditions
Information for Bidders	Special Conditions
Bid Proposal	Standard Specifications
Non-Collusion Affidavit	Project Drawings
Contract (This Instrument)	Special Provisions
Contract Change Orders	Supplemental Specifications
Performance Bond	Appendix(s)
Addenda Number 1, Dated July 20, 2018	

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

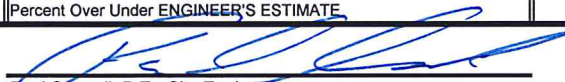
DUNN COMPANY, A DIVISION OF
TYROLT, INC

SECRETARY (Corporate Seal)

By _____
PRESIDENT

Project Name: 2018 Local MFT Street Improvement, County Fair Drive Project Number: 2018-26 Bid Date: Thursday, July 26, 2018 Time: 10:00 A.M. Fund: Local MFT Organization Code: 42484206 Object Code: 489070				Engineer's Estimate City Engineering Division		Dunn Company, A Division of Tyrolt, Inc. 724 N Mercer St Decatur, IL 62522 PH: 217-429-4444 David W. Tyrolt, Pres. david.tyrolt@dunnco.com		Reyhan Bros., Inc. DBA Sangamo Construction Company 2100 East Moffet Avenue Springfield, IL 62702 Ph: 217-544-9871 Allan Reyhan, Jr., Pres. office@sangamo.net		Feutz Contractors, Inc. PO Box 130 1120 N Main St Paris, IL 61944 PH: 217-465-8402 John S Blair, Chairman/CEO David E Wright, Pres. steve@feutzcontractors.com		Otto Baum Co., Inc. 866 N. Main St Morton, IL 61550 PH: 309-266-7114 Terry L. Baum, Pres. adamwatson@ottobaum.com	
Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
21101505	TOPSOIL EXCAVATION	204	CU YD	\$6.00	\$1,224.00	\$5.62	\$1,146.48	\$9.58	\$1,954.32	\$5.00	\$1,020.00	\$11.18	\$2,280.72
21101505	TOPSOIL PLACEMENT	184	CU YD	\$6.00	\$1,104.00	\$7.51	\$1,381.84	\$12.52	\$2,303.68	\$9.00	\$1,656.00	\$22.63	\$4,163.92
25000200	SEEDING, CLASS 2	0.24	ACRE	\$6,000.00	\$1,440.00	\$13,125.00	\$3,150.00	\$32,029.63	\$7,687.11	\$13,000.00	\$3,120.00	\$19,541.29	\$4,689.91
30103000	SHAPING AND GRADING ROADWAY	4,578	SQ YD	\$7.50	\$34,335.00	\$4.00	\$18,312.00	\$1.33	\$6,088.74	\$0.90	\$4,120.20	\$2.18	\$9,980.04
30200650	PROCESSING MODIFIED SOIL, 12 INCH	4,578	SQ YD	\$10.00	\$45,780.00	\$10.25	\$46,924.50	\$10.85	\$49,671.30	\$7.80	\$35,708.40	\$12.47	\$57,087.66
35200500	CEMENT	5,093	100 WT	\$8.50	\$43,290.50	\$6.62	\$33,715.66	\$7.01	\$35,701.93	\$7.40	\$37,688.20	\$7.30	\$37,178.90
44000100	PAVEMENT REMOVAL	4,456	SQ YD	\$12.00	\$53,472.00	\$12.60	\$56,145.60	\$15.88	\$70,761.28	\$9.00	\$40,104.00	\$11.22	\$49,996.32
44000500	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	1,539	FOOT	\$10.00	\$15,390.00	\$7.27	\$11,188.53	\$4.83	\$7,433.37	\$5.00	\$7,695.00	\$2.76	\$4,247.64
44003100	MEDIAN REMOVAL	381	SQ FT	\$5.00	\$1,905.00	\$2.29	\$872.49	\$14.67	\$5,589.27	\$1.00	\$381.00	\$4.36	\$1,661.16
542A5497	PIPE CULVERTS, CLASS A, TYPE 1, 53" X 34" ELLIPTICAL	45	FOOT	\$200.00	\$9,000.00	\$424.66	\$19,109.70	\$238.33	\$10,724.85	\$261.00	\$11,745.00	\$250.86	\$11,288.70
54263242	CONCRETE END SECTION, STANDARD 542011, 42", 1:2	2	EACH	\$2,000.00	\$4,000.00	\$4,200.00	\$8,400.00	\$2,781.62	\$5,563.24	\$4,800.00	\$9,600.00	\$1,301.45	\$2,602.90
60235700	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	6	EACH	\$3,000.00	\$18,000.00	\$892.50	\$5,355.00	\$1,871.86	\$11,231.16	\$2,950.00	\$17,700.00	\$1,477.52	\$8,865.12
60500060	REMOVING INLETS	6	EACH	\$350.00	\$2,100.00	\$699.56	\$4,197.36	\$644.79	\$3,868.74	\$990.00	\$5,940.00	\$343.81	\$2,062.86
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	1,847	FOOT	\$20.00	\$36,940.00	\$31.00	\$57,257.00	\$24.96	\$46,101.12	\$22.00	\$40,634.00	\$27.94	\$51,605.18
63200310	GUARDRAIL REMOVAL	27	FOOT	\$9.00	\$243.00	\$15.20	\$410.40	\$6.96	\$187.92	\$14.00	\$378.00	\$16.95	\$457.65
X0100003	CLEARING AND GRUBBING	1	LSUM	\$5,000.00	\$5,000.00	\$2,798.25	\$2,798.25	\$9.35	\$9.35	\$5,200.00	\$5,200.00	\$6,674.75	\$6,674.75
X0300015	CONCRETE WINGWALL REMOVAL	2	EACH	\$2,000.00	\$4,000.00	\$1,300.95	\$2,601.90	\$2,844.85	\$5,689.70	\$2,000.00	\$4,000.00	\$216.12	\$432.24
X2800001	EROSION CONTROL	1	LSUM	\$10,000.00	\$10,000.00	\$7,560.00	\$7,560.00	\$5,929.45	\$5,929.45	\$23,000.00	\$23,000.00	\$10,736.69	\$10,736.69
X2810000	RIPRAP	24	SQ YD	\$8.50	\$204.00	\$170.63	\$4,095.12	\$88.42	\$2,122.08	\$90.00	\$2,160.00	\$106.96	\$2,567.04
X7010100	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	1	LSUM	\$2,000.00	\$2,000.00	\$8,694.00	\$8,694.00	\$7,561.38	\$7,561.38	\$6,300.00	\$6,300.00	\$39,491.80	\$39,491.80
X7830060	GROOVING FOR RECESSED PAVEMENT MARKING, LETTERS AND SYMBOLS	548	SQ FT	\$11.20	\$6,137.60	\$6.30	\$3,452.40	\$6.35	\$3,479.80	\$6.50	\$3,562.00	\$6.62	\$3,627.76
X7830074	GROOVING FOR RECESSED PAVEMENT MARKING 7"	1,643	SQ FT	\$1.10	\$1,807.30	\$4.60	\$7,557.80	\$4.66	\$7,656.38	\$4.80	\$7,886.40	\$4.85	\$7,968.55
X7830090	GROOVING FOR RECESSED PAVEMENT MARKING 25"	244	SQ FT	\$8.00	\$1,952.00	\$8.40	\$2,049.60	\$8.47	\$2,066.68	\$8.80	\$2,147.20	\$8.82	\$2,152.08
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1	LSUM	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00
	TOTAL BASE BID				\$369,324.40		\$376,375.63		\$369,382.85		\$341,745.40		\$391,819.59
ALTERNATE A (CONCRETE PAVEMENT)													
20200100	EARTH EXCAVATION	250	CU YD	\$30.00	\$7,500.00			\$10.97	\$2,742.50	\$11.50	\$2,875.00	\$22.12	\$5,530.00
20400800	FURNISHED EXCAVATION	2,488	CU YD	\$40.00	\$99,520.00			\$23.33	\$58,045.04	\$36.00	\$89,568.00	\$21.69	\$53,964.72
42000501	PORTLAND CEMENT CONCRETE PAVEMENT 10" (JOINTED)	4,578	SQ YD	\$60.00	\$274,680.00			\$68.18	\$312,128.04	\$69.00	\$315,882.00	\$66.05	\$302,376.90
78005100	EPOXY PAVEMENT MARKING - LETTERS AND SYMBOLS	548	SQ FT	\$1.32	\$723.36			\$5.82	\$3,189.36	\$6.00	\$3,288.00	\$6.07	\$3,326.36
78005130	EPOXY PAVEMENT MARKING - LINES 6"	2,815	FOOT	\$1.25	\$3,518.75			\$2.84	\$7,994.60	\$3.00	\$8,445.00	\$2.96	\$8,332.40
78005180	EPOXY PAVEMENT MARKING - LINES 24"	117	FOOT	\$6.00	\$702.00			\$11.33	\$1,325.61	\$11.00	\$1,287.00	\$11.80	\$1,380.60
	TOTAL ALTERNATE A				\$386,644.11		NO BID		\$385,425.15		\$421,345.00		\$374,910.98

Project Name: 2018 Local MFT Street Improvement, County Fair Drive Project Number: 2018-26 Bid Date: Thursday, July 26, 2018 Time: 10:00 A.M. Fund: Local MFT Organization Code: 42484206 Object Code: 489070				Engineer's Estimate City Engineering Division		Dunn Company, A Division of Tyroltt, Inc. 724 N Mercer St Decatur, IL 62522 PH: 217-429-4444 David W. Tyroltt, Pres. david.tyroltt@dunnco.com		Reyhan Bros., Inc. DBA Sangamo Construction Company 2100 East Moffet Avenue Springfield, IL 62702 PH: 217-544-9871 Allan Reyhan, Jr., Pres. office@sangamo.net		Feutz Contractors, Inc. PO Box 130 1120 N Main St Paris, IL 61944 PH: 217-465-8402 John S Blair, Chairman/CEO David E Wright, Pres. steve@feutzcontractors.com		Otto Baum Co., Inc. 866 N. Main St Morton, IL 61550 PH: 309-266-7114 Terry L. Baum, Pres. adamwatson@ottobaum.com	
Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
ALTERNATE B (ASPHALT PAVEMENT)													
20200100	EARTH EXCAVATION	504	CU YD	\$30.00	\$15,120.00	\$8.00	\$4,032.00						
20400800	FURNISHED EXCAVATION	2,420	CU YD	\$40.00	\$96,800.00	\$11.00	\$26,620.00						
40600290	BITUMINOUS MATERIAL (TACK COAT)	2,060	LBS	\$0.75	\$1,545.00	\$1.00	\$2,060.00						
40603085	HOT-MIX ASPHALT BINDER COURSE, IL-19, N70	2,416	TON	\$88.15	\$212,970.40	\$85.50	\$206,568.00						
40603340	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	635	TON	\$99.80	\$63,373.00	\$115.40	\$73,279.00						
78000100	THERMOPLASTIC PAVEMENT MARKING, LETTERS AND SYMBOLS	548	SQ FT	\$1.00	\$548.00	\$5.80	\$3,178.40						
78000400	THERMOPLASTIC PAVEMENT MARKING, 6 INCH	2,815	FOOT	\$0.60	\$1,689.00	\$1.45	\$4,081.75						
78000650	THERMOPLASTIC PAVEMENT MARKING, 24 INCH	117	FOOT	\$4.40	\$514.80	\$5.50	\$643.50						
	TOTAL ALTERNATE B				\$392,560.20		\$320,462.65		NO BID		NO BID		NO BID
	TOTAL BASE BIDS (AS CORRECTED)				\$369,324.40		\$376,375.63		\$369,382.85		\$341,745.40		\$391,819.59
	Percent Over Under ENGINEER'S ESTIMATE						1.91%		0.02%		-7.47%		6.09%
	TOTAL BASE BIDS + ALTERNATE A (AS CORRECTED)				\$755,968.51		NO BID		\$754,808.00		\$763,090.40		\$766,730.57
	Percent Over Under ENGINEER'S ESTIMATE								-0.15%		0.94%		1.42%
	TOTAL BASE BIDS + ALTERNATE B (AS CORRECTED)				\$761,884.60		\$696,838.28		NO BID		NO BID		NO BID
	Percent Over Under ENGINEER'S ESTIMATE						-8.54%						


 Paul Caswell, P.E., City Engineer

7/26/18
 Date

2018 Local Motor Fuel Tax Improvement Project

County Fair Drive



Public Works

DATE: 7/30/2018

MEMO: 2018-39

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Matt Newell, Public Works Director
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Resolution Accepting the State of Illinois Bid Price of Morrow Brothers Ford Inc., for the Purchase of Six (6) 2019 Ford SUV Police Interceptors.

SUMMARY RECOMMENDATION: Staff recommends awarding a contract in the amount of \$178,310.00 to Morrow Brothers Ford Inc. for six (6) 2019 Ford SUV Police Interceptors.

BACKGROUND:

The City of Decatur Police Department has requested six (6) new vehicles to replace four (4) 2004 Chevrolet Impalas, one (1) 2007 Chevrolet Tahoe and one (1) 2010 Chevrolet Tahoe.

The vehicles being replaced are as follows:

2004 Chevrolet Impala with 61,947 miles.
2004 Chevrolet Impala with 101,482 miles.
2004 Chevrolet Impala with 79,452 miles.
2004 Chevrolet Impala with 110,210 miles.
2007 Chevrolet Tahoe with 98,441 miles.
2010 Chevrolet Tahoe with 98,000 miles.

The units are being replaced due to their age and/or condition. The normal life expectancy is four (4) years.

The City has been informed that the Ford Motor Company is cutting off new vehicle ordering for the Ford SUV Police Interceptor vehicles by September 21, 2018, or when plant manufacturing capacity has been reached, in order to close the manufacturing plant to re-tool for a completely redesigned vehicle. Any orders after the cutoff date will delay the purchase and receipt of the requested vehicles for as much as one year. Using the State of Illinois bid process will allow the City to purchase the budgeted Police vehicles during this fiscal year as

needed.

City staff is concerned that delaying the purchase of the requested six (6) vehicles will significantly increase the difficulty in maintaining a safe and efficient Police interceptor fleet.

The replacement vehicles are estimated to be delivered in 180 days.

DISPOSAL OF REPLACED UNITS: The six vehicles to be replaced will be sold/auctioned at a later date.

PRIOR COUNCIL ACTION:

None.

OTHER BIDDERS: Purchase, if approved, occurring as part of the State of Illinois bid process.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Fleet Maintenance wrote the bid specifications based on Police Department requirements.

LEGAL REVIEW: There are no contracts for Legal to review.

STAFF REFERENCE: Matthew Newell, Public Works Director, Dan Mendenall, Municipal Services Manager. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS: Funding for the expenditure is available in the FY2018 Budget.

ATTACHMENTS:

Description	Type
2018-39 Resolution Accepting the State of Illinois Bid Price of Morrow Brothers Ford Inc., for the Purchase of Six (6) 2019 Ford SUV Police Interceptors	Resolution Letter
2018-39 Morrow Bros Quote	Backup Material

RESOLUTION NO. _____

**Resolution Accepting the State of Illinois Bid Price of Morrow Brothers Ford Inc., for the
Purchase of Six (6) 2019 Ford SUV Police Interceptors**

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

Section 1. That the quote of the bid received for six (6) Ford 2019, Police Interceptor Utility Vehicles, Bid presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the cost of Morrow Brothers Ford Inc., in the amount of \$178,310.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Morrow Brothers Ford Inc., for their price of \$178,310.00.

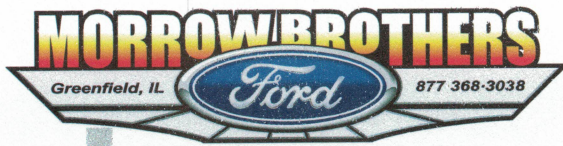
Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager,

PRESENTED and ADOPTED this 6th day of August 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Debbie Bright, City Clerk



July 30, 2018

City of Decatur Illinois K9 Unit

Thank you for allowing us to quote on your police vehicle requirements. We have figured the following.

1-New 2019 Ford Police Interceptor Utility AWD

Black Exterior, Cloth Front Bucket Seats, Vinyl Rear Bench Seat

DIOS Delete Secure Idle Override

86P Front Warning Pre-Drill

86T Rear Tail Lamp Pre-Drill

43D Dark Mode Interior Lights

51T Driver's Side Whelen LED Spot Light

549 Heated Exterior Mirrors

59B Fleet Keyed 1284X

21L Auxiliary Front Warning

17A Auxiliary Air Conditioning

55F Remote Keyless Entry

New MP License/Title

Delivery to Decatur or Federal Signal

All other standard equipment

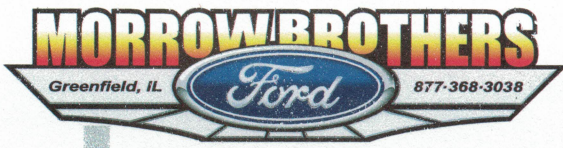
2019 Interceptor Utility AWD

Illinois Government Price

\$30,425.00

Additional options can be added as required. Any and all trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions. Thank you.

Richie Morrow Wellenkamp
Fleet Manager/Vice President
Morrow Brothers Ford, Inc.



July 30, 2018

City of Decatur Illinois Patrol

Thank you for allowing us to quote on your police vehicle requirements. We have figured the following.

1-New 2019 Ford Police Interceptor Utility AWD

Black Exterior, Cloth Front Bucket Seats, Vinyl Rear Bench Seat

DIOS Delete Secure Idle Override

86P Front Warning Pre-Drill

86T Rear Tail Lamp Pre-Drill

43D Dark Mode Interior Lights

51T Driver's Side Whelen LED Spot Light

549 Heated Exterior Mirrors

59B Fleet Keyed 1284X

18W Rear Windows Driver Controlled

68G Rear Inside Locks/Handles Inoperative

55F Remote Keyless Entry

New MP License/Title

Delivery to Decatur or Federal Signal

All other standard equipment

2019 Interceptor Utility AWD

Illinois Government Price

\$29,365.00

Additional options can be added as required. Any and all trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions. Thank you.

Richie Morrow Wellenkamp
Fleet Manager/Vice President
Morrow Brothers Ford, Inc.

Financial Management

DATE: 7/30/2018

MEMO: Letter to the Decatur City Council Financial Management Department Letter 2018
- 09

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Agreement with JWF Specialty Company, Third Party
Administrator of Workers Compensation Benefits

ATTACHMENTS:

Description	Type
Council Letter	Cover Memo
Resolution	Resolution Letter
Agreement	Backup Material

LETTER to the DECATUR CITY COUNCIL
Financial Management Department
Letter #2018 - 09

DATE: July 9, 2018

TO: Honorable Mayor Moore Wolfe and City Council

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

SUBJECT: RESOLUTION AUTHORIZING AGREEMENT WITH JWF SPECIALTY

SUMMARY RECOMMENDATION:

City Administration recommends City Council approval of the attached Resolution, authorizing the City Manager to execute a professional service agreement with JWF Specialty for Third Party Administration of workers compensation claims.

BACKGROUND:

The City of Decatur manages the City's self-insured workers compensation insurance program with the assistance of a third-party administrator ("TPA").

The TPA provides claims management services under a professional service agreement, whereby, the TPA performs claim processing, including:

- 1st report of injury to Illinois OSHA and Illinois Workers Compensation Commission,
- Management of all medical treatments to return the injured employee to maximum medical improvement,
- Management and review of all medical expenses to ensure control of expenses,
- Payment of all medical expenses incurred,
- Payment of all statute required temporary total temporary disability ("TTD") payments to injured and off duty employees,
- Consultation to City in the management of workers compensation claims and claim settlements to ensure compliance with state workers compensation law,
- Maintenance of the workers compensation claim data base and claim management files under secured status in compliance with all state and federal laws

The current City TPA arrangement with Gallagher Bassett will expire on September 30, 2018.

The City has had the current contractual TPA arrangement with Gallagher Bassett since 2012.

With pending end of the Gallagher Bassett arrangement, the City elected to conduct a request for proposal review with potential, qualified, and interested TPA's.

An RFP process was conducted, with the assistance of Arthur J. Gallagher and Company, the City business insurance advisor.

Three (3) potential TPA's were responsive to the City request for proposal. Following internal review, City due diligence, presentation of capabilities to the City, and evaluation by the City, JWF Specialty emerged as the most qualified TPA candidate.

Therefore, the City will enter into a three (3) year arrangement with JWF Specialty for workers compensation TPA services, with option to extend the service agreement for an additional two (2) years.

The cost of the arrangement with JWF Specialty is dependent upon the number of workers compensation claims incurred. The proposed cost of claim management and processing proposed by JWF Specialty is consistent with former costs incurred with Gallagher Bassett.

The City has historically incurred workers compensation TPA claim management expense in the range of \$35,000 annually.

POTENTIAL OBJECTIONS:

None

INPUT FROM OTHER SOURCES:

Arthur J. Gallagher and Company

STAFF REFERENCE:

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

BUDGET/TIME IMPLICATIONS:

Included in the annual budget of the Risk Management fund of the City of Decatur.

Approval by the Council is desired to properly affect the transfer of all claim activity from Gallagher Bassett to JWF Specialty in the normal 60-day transfer process, in order to ensure no disruption of workers compensation services to the City and to the City affected employees. Current TPA agreement expiration on September 30, 2018, will require the City to commence the transfer process on August 1, 2018.

RESOLUTION NO.

RESOLUTION AUTHORIZING AGREEMENT WITH
ONB BENEFITS ADMINISTRATION, LLC DBA JWF SPECIALTY COMPANY,
THIRD PARTY ADMINISTRATOR OF WORKER'S COMPENSATION BENEFITS

WHEREAS, the City of Decatur has a current contract expiring September 30, 2018, and is in need of the claims management and administration services, for the City's self-insured worker compensation program for the period October 1, 2018, through September 30, 2021; and

WHEREAS, JWF Specialty Company, has submitted a proposal to provide claims management and administration services, for the City's self-insured worker compensation program for the period October 1, 2018, through September 30, 2021.

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

Section 1. That the proposal of JWF Specialty Company to provide claims management and administration services, for the City's self-insured workers compensation program, and the same is hereby, accepted and approved.

Section 2. That the City Manager and City Clerk be, and they are hereby, authorized and directed to execute an agreement between the City of Decatur and JWF Specialty Company, for the aforementioned services.

PRESENTED AND ADOPTED this 6th day of August 2018.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

JWF SPECIALTY COMPANY ADMINISTRATIVE SERVICES AGREEMENT

(Worker's Compensation)

THIS AGREEMENT, made this 1st day of October, 2018, by and between City of Decatur, Illinois and ONB Benefits Administration, LLC d/b/a J.W.F. Specialty Company, an Indiana Limited Liability Corporation (the "Administrator"), WITNESS THAT:

In consideration of the premises, the mutual covenants herein contained, and each and every act performed hereunder by either of the parties, such parties enter into the following Agreement:

Section 1. Appointment of the Administrator. The Client hereby contracts with the Administrator to provide certain administrative and managerial services specified in Section 3 below, and the Administrator hereby agrees to perform for the Client such contract services pursuant to the terms hereof.

Section 2. Term of Agreement. This Agreement shall commence on October 01, 2018, and shall remain in full force and effect until October 01, 2021, or until earlier terminated as hereinafter provided.

Section 3. Duties of the Administrator. The Administrator shall, during the term of this Agreement, perform the administrative and managerial services provided below subject to the terms of this Agreement. The Administrator shall perform its duties in accordance with all applicable laws, orders, regulations, decrees or judgments of any governmental or judicial authority.

The services to be provided by the Administrator pursuant hereto are as follows:

- (a) to receive notice of and create a file on each claim reported to the Client and maintain each file for the Client and to assist the Client in its reporting obligations to the Illinois Workers' Compensation Commission;
- (b) to supervise claims as required to determine their validity and compensability;
- (c) to determine proper benefits due on compensable cases;
- (d) to make timely payment of benefits due, in accordance with established payment procedures, out of the Claims Fund Account provided by the Client, or a weekly fund provided by the client based on expenses;
- (e) to prepare documentation and arrange for the defense of cases;
- (f) to represent the Client at the appropriate governmental agencies of the State of Illinois;
- (g) to represent the Client at conferences regarding pending claims;
- (h) to recommend legal counsel and supervise selected legal counsel in preparation of cases for hearings, appeals, and/or trials;
- (i) to maintain and provide to the Client pertinent data on all claim payments;
- (j) to provide monthly loss reports to the Client and should this agreement be terminated, provide loss reports quarterly until such time all claims are closed and resolved;
- (k) to assist the Client in order to make timely reports to the Excess Workers' Compensation Carrier and to comply with other reporting provisions of the Excess Policy;
- (l) to advise the Client in writing of major developments such as but not limited to

surveillance, rehabilitation investigation, adjustment and settlement of claims in excess of an amount agreed by the parties;

- (m) to seek the Client approval of any proposed settlement;
- (n) with the prior approval of the Client (which approval shall not be unreasonably withheld), to contract on its behalf and in the name of the Client with consultants, attorneys and such other independent contractors as shall be reasonably required by the Administrator in the performance of its duties herewith; and
- (o) to arrange and pay, from the Client funds, for audits of the records of the Client required by the terms hereof.
- (p) to coordinate loss control services with the vendor selected by the Client.

Without limiting the foregoing, the Administrator shall, in conducting its duties hereunder, act in a prudent manner as a fiduciary with respect to the funds of the Client in accordance with the customary standards and practices in the insurance industry and shall make a good faith effort to comply with all applicable governmental regulations with respect to the operation of the Client self-insurance fund.

Section 4. Duties of the Client

In addition to its other obligations hereunder, the Client agrees as follows:

- (a) to promptly provide all claims information to the Administrator;
- (b) to cooperate with the Administrator and its representatives in the investigation and defense of claims;
- (c) to provide witnesses as reasonably required to investigate and defend claims;
- (d) to render decisions concerning payment of claims, and on all matters relating

thereto, on a timely basis;

- (e) to provide sufficient funds required for the payment of benefits, fees and expenses;
- (f) to file any and all reports required to be filed with the Illinois Workers' Compensation Commission; and
- (g) to promptly deliver funds as are required to carry out this Agreement.

Section 5. Reports; Records. The Administrator shall, during the term of this Agreement, within thirty (30) days of the end of each fiscal quarter, furnish such written reports to the Client as may be reasonably required by the Client. All of the Client's claim files maintained by the Administrator hereunder shall be available for inspection and copying during normal business hours by the directors and officers of the Client or their respective agents, attorneys, accountants or other professional consultants at the Client's expense. Such claim files shall be the sole property of the Client at all times during the term hereunder and shall be surrendered to the Client upon the termination of this Agreement, and thereafter the Administrator shall not use or disclose such claim files or the contents thereof but shall have the right to make copies thereof at its expense.

The Client shall forward to the Administrator promptly, after its receipt thereof, all communications concerning its business of which the Administrator should have knowledge in order to perform its duties hereunder or involving matters which the Administrator has undertaken to perform for, or on behalf of the Client, and the Administrator shall keep the Client apprised of its activities hereunder and promptly, after its receipt thereof, forward to the Client all communications concerning the Client of which the Administrator shall receive in connection with the performance of its services hereunder and shall make such other reports and provide such other information and documents as the Client shall reasonably require.

Section 6. Claims Fund Account. The Client shall be solely responsible for providing sufficient funds required for the payment of benefits, fees and expenses. The Client shall provide payment for claims on a weekly basis by express mailing a check to the Administrator or transferring funds through an Automated Clearing House transfer to the Administrator's claims fund account to pay the normal operating expenses of the Client, including, but not limited to the following:

- (a) costs of settling claims;
- (b) costs of investigation, adjustments, litigation and legal counsel;
- (c) costs of preparing reports required hereunder;
- (d) costs of witness and expert fees;
- (e) costs of medical and engineering appraisals;
- (f) costs of surveillance, photography, and other incidental and special costs incurred to evaluate, process and defend claims;
- (g) costs of financial advisors, consultants, actuaries, accountants, attorneys, and other advisors or subcontractors retained by the Administrator with the consent of the Client pursuant hereto; and
- (h) costs of taxes, license expenses and other fees incurred by or on behalf of the Client.

The Administrator shall use the funds in the Claims Fund Account in strict accordance with this Agreement. The Client shall have the right to audit the Claims Fund Account, at its sole expense, at any time during the term of this agreement. The Administrator shall have no

obligations to perform any services under this Agreement if the Client is delinquent in the delivery of sufficient funds for deposit to the Claims Fund Account.

Section 7. Fees.

The Client shall pay the Administrator for services pursuant to Addendum A. Each year of this Agreement is from October 1 to October 1 of the next year. The annual claim service will be paid monthly and there will be an annual review to apply the minimum if necessary. The amount paid covers the life of claim.

The Administrator will adjust open claims begun by the prior Administrator at a rate of 70% of the full per claim fee. This will be a one time charge for the life of each claim.

The amount of the Annual Claims Service Fee shall increase by 2% for up to three years. However, the parties may agree to extend the agreement for up to 3 additional years. Such request must be in writing and presented by either party for consideration at least sixty (60) days prior to the beginning of the next annual service period. Such increases in the contract extension shall be subject to negotiation between the Client and the Administrator and shall become effective and incorporated into this Agreement only by the execution of a separate endorsement by the parties.

Section 8. Employees; Affiliates and Certain Transactions. The Administrator shall employ such competent and skilled personnel as shall be necessary to carry out its duties under this Agreement at its sole cost and expense. The Administrator shall not be required, however, to provide the services of any specific individual with respect thereto.

The Administrator's dealings with subcontractors or agents are subject to the terms of Section 3. Without limiting the provisions of Section 3, the Administrator shall not enter into any contract, arrangement or other transaction on behalf of the Client or in connection with its duties

hereunder with an "affiliate" of the Administrator or a "related party" without prior disclosure of all relevant facts of such contract or other transaction to the Client and the prior approval by the Client of the same. For purposes of the foregoing sentence, the term "affiliate" shall mean an entity controlled by, under common control with or controlling the Administrator and a "related party" shall be any person or entity who shall be an officer, director, principal stockholder or the equity holder or participant of the Administrator or any affiliate, or any member of such person's "immediate family". "Immediate family" shall mean such person's spouse, children or their spouses or children, parents, siblings or their spouses or their children. Additionally, the Administrator shall not engage in any transaction on behalf of the Client or in connection with its duties hereunder in which the Administrator or any affiliate, or any related party thereof, shall have any direct or indirect financial interest or shall otherwise receive any direct or indirect benefit, without the prior full disclosure of all relevant facts regarding such transaction to the Client and the approval of the Client of the same.

Section 9. Contracts with Other Self-Insuring Organizations. The services of the Administrator to the Client are not exclusive and the Client agrees that the Administrator, and any affiliate of the Administrator, shall be free to render services to others, including other contractors, and to engage in other activities, provided that the rendering of such other services and performance of such other activities shall not in any way interfere with, impair or adversely affect the Client or the performance of the Administrator's duties hereunder.

Section 10. Termination. Either party may terminate this Agreement at any time by giving at least 90 (ninety) days written notice to the other party.

Section 11. Indemnification. The Administrator agrees to indemnify and hold harmless the

employees, officers, directors, agents or stockholders of the Client ("Indemnitees") against any and all liabilities, costs, expenses (including reasonable attorneys' fees), or damages actually and necessarily incurred by or imposed on any of the Indemnitees in connection with or resulting from any Claim made or threatened against the Indemnatee as a result of or in connection with the failure by the Administrator to perform its duties in accordance with the terms of this Agreement, unless the Claim was caused by the willful misconduct or gross negligence of the Indemnatee.

To the extent permitted by law, the Client agrees to indemnify , defend and hold harmless the Administrator against any and all liabilities, costs, expenses (including reasonable attorneys' fees), or damages actually and necessarily incurred by or imposed on any of the Administrator its employees, officers, directors, agents or stockholders in connection with or resulting from any claim made or threatened against the Indemnatee as a result of or in connection with any such claim that relates to or arises out of the Client's willful or negligent actions or inactions, unless the claim was caused by the willful misconduct or gross negligence of the Administrator.

Section 12. Notices. All notices required to be given under this Agreement shall be given by personal delivery or by certified mail or registered mail, return receipt requested, postage prepared, addressed as follows:

If to the Client:
City Treasurer & Director of Finance
City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62523

If to the Administrator:

Thomas C. Dickman
J.W.F. Specialty Company
600 East 96th St. Ste. 425
P.O. Box 40996
Indianapolis, IN 46240-0996

Notices shall be effective upon actual receipt if given by personal delivery or three days after mailing, if mailed.

Section 13. Counterparts; Entire Agreement. This Agreement may be executed in any number of counterparts and each shall be considered an original and together they shall constitute one agreement. This Agreement constitutes the entire Agreement among the parties in respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements and undertakings relating to the subject matter hereof. No covenant or condition not expressed in this Agreement shall affect or be effective to interpret, change or restrict the Agreement.

Section 14. Amendment; Waiver. This Agreement may be amended or modified only by a writing specifically amending the Agreement and signed by the parties hereto. No waiver of any provisions of or default under this Agreement shall affect the rights of the parties thereafter to enforce any other provision or to exercise any right or remedy in the event of any other default, whether or not similar. Any waiver of any term of this Agreement must be in writing. All consents and approvals required hereunder shall be in writing and signed by the consenting or approving party.

Section 15. Successors; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned by either of the parties hereto without the prior consent of the

other. Any delegation or subcontracting of the duties or responsibilities by the Administrator to third persons or entities in accordance with the provisions of this Agreement shall not be deemed as an assignment.

Section 16. Governing Law. This Agreement shall be governed by, and shall be construed and regulated in accordance with, the laws of the State of Illinois.

Section 17. No Imputation of Partnership; Agency. The Client and the Administrator are not partners or joint venturers and neither this Agreement nor any provision thereof shall be deemed to constitute a partnership or joint venture as between the parties hereto or to constitute either party as the agent of the other for any purpose except as expressly provided for herein. Neither party shall be or become responsible for any debts, obligations, or liabilities of the other. Any transaction unrelated to the contractual services set forth herein engaged in by either party, unless specifically authorized by other party, shall be solely the liability and responsibility of such party, which shall not be authorized to bind the other party with respect thereto. The employees of each party hereto shall not be deemed employees or sub-agents of the other and each party shall pay all compensation and provide any fringe benefits to its own employees.

Section 18. Severability. If any provision or part of this Agreement is found to be prohibited, unenforceable or invalid under the laws of any jurisdiction, the provision or part thereof shall be ineffective to the extent of such prohibition, unenforceability or invalidity under the applicable law without affecting the enforceability or validity of such provision in any other jurisdiction, and without invalidating the remainder of such provision or other provisions of this Agreement.

Section 19. Headings. Headings are not part of this Agreement and shall not be used in the

interpretation of this Agreement. They are provided for convenience only.

Section 20. Non-Discrimination. Administrator and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, religion, color, national origin, ancestry, age, sexual orientation, gender identity, familial status, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers on the day and year first above written.

ATTEST:

CITY OF DECATUR

By: _____

Its: _____

Date: _____

ATTEST:

J.W.F. SPECIALTY COMPANY

By: _____

Its: _____

Date: _____

Fees

Lost Time/Indemnity - Non Litigated	
Lost Time/Indemnity - Non Litigated	\$ 925.00
Medical Only	\$ 185.00
Info Only	\$ 20.00
Litigated Claims	\$ 1,150.00
*Per claim rates will be increased annually by 2% for up to 3 years.	
**An annual minimum of \$25,000 will be applied	
Systems & Data Processing	
Systems & Data Processing	0
On-Line Access (Unlimited users)	0
MMSEA Reporting - All tasks Annually	\$ 1,500.00
Claim Reporting	Included
OSHA On-Line System - Free Access - Self Service	0
Semi-Annual Claim Reviews -Up to quarterly if necessary	Included
Annual Administration Fee	\$ 5,000.00
Data Transfer Fees	TBD - If Desired
Optional Loss Control	\$125/hour
PPO Access	
PPO Access	25% of Savings
Fee Schedule Bill Review	\$6.50/bill
Telephonic Case Management	\$75/hour
Pre-Authorization/Pre-Certification	
Nurse	\$95
Physician	\$300/hr
Field Case Management	\$95/hr + Mileage
Subrogation	10% of recovery
Banking (estimated)	No Charge
Utilization Review - Nurse	\$95/hr
Utilization Review - Physician	\$300/hr
Medical Cost Projections	\$95/hr
Durable Medical Equipment	No charge for BR/PPO savings



**MINUTES OF THE MEETING
OF THE
DECATUR CITY PLAN COMMISSION**

Thursday, April 5, 2018
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The April 5, 2018 meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Acting Chairman Susie Peck who determined a quorum was present.

Members Present: Bill Clevenger, Bruce Frantz, Bruce Jeffery,
Kent Newton, Susie Peck, Terry Smith

Members Absent: Jack Myatt, Mike Peoples, Glenn Livingston

Staff Present: Joselyn Stewart, Ray Lai, Griffin Enyart,
John Robinson, Janet Poland

II. Approval of Minutes of the March 1, 2018 City Plan Commission Meeting

It was moved and seconded (Frantz/Smith) to approve the minutes of the March 1, 2018 meeting of the Decatur City Plan Commission. Motion carried with Bruce Jeffery abstaining.

III. New Business

Case No. 18-09 Petition of AIRPORT PLAZA JOINT VENTURE, LLC, for a Final Plat of a major subdivision (6 or more lots) located in the 5100-5200 BLOCKS OF EAST FITZGERALD ROAD.

It was moved and seconded (Smith/Jeffery) to forward Case No. 18-09 to the City Council with a recommendation for approval as set forth in the staff recommendation.

Mrs. Joselyn Stewart was sworn in by Mrs. Janet Poland.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with the recommendation of staff:

The subject site is approximately 16.55 acres.

This item came before Plan Commission on March 1, 2018 where Plan Commission recommended approval for the 30-lot Revised Preliminary Plat. It was approved by City Council on March 19, 2018.

All of the required infrastructure have been bonded for at this time.

Staff recommends approval of the Final Plat with the following conditions:

- a. Provide as-builts and test records for all public improvements.

- b. The sanitary pump station on Fitzgerald Road must be brought into working condition with a successful start-up with manufacturer representative, City, and Sanitary District of Decatur present for the start-up. Prior to startup submersible pumps must be removed, tested within a controlled environment by manufacture representative. Pumps shall be repaired as per manufacturer recommendations. The wet well hatch and control panel door shall be repaired as necessary to allow for proper closure.
- c. If this residential development will meet or exceed traffic signal warrants, as defined in the Manual on Uniform Traffic Control Devices, at the intersection of Illinois Route 121 (Mt. Zion Rd.) and Fitzgerald; a bond or agreement with the owners of Southeast Place, Southeast Plaza 4th Addition, the City of Decatur, and IDOT must be provided to install signals at a later date when either the City of Decatur or IDOT believes signals are justified.
- d. The infrastructure as approved on the Amended Preliminary Plat must be installed and approved by the Public Works Department.

Mr. Griffin Enyart was sworn in by Mrs. Poland.

Mr. Enyart discussed the maintenance of the infrastructure and the pump station in response to a question by a Plan Commission member.

Mrs. Mary Cave, representative of the petitioner, was sworn in by Mrs. Poland.

Mrs. Cave stated road construction will begin once the weather cooperates. This plat is the same as the preliminary plat that was approved last month.

There were no objectors present.

Upon call of the roll, Commission members Bill Clevenger, Bruce Frantz, Bruce Jeffery, Kent Newton, Terry Smith and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

No commission member expressed comments.

VI. Adjournment

There being no further business, it was moved and seconded (Newton/Jeffery) to adjourn the meeting. Motion carried unanimously. Acting Chairman Peck declared the meeting adjourned at 3:12 P.M.



Kent Newton, Secretary
Decatur City Plan Commission

**MINUTES OF THE MEETING
OF THE
DECATUR CITY PLAN COMMISSION**

Thursday, June 7, 2018
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The June 7, 2018 meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Acting Chairman Susie Peck who determined a quorum was present.

Members Present: Bill Clevenger, Bruce Frantz, Bruce Jeffery,
Jack Myatt, Mike Peoples, Susie Peck

Members Absent: Glenn Livingston, Kent Newton, Terry Smith

Staff Present: Joselyn Stewart, Ray Lai, Griffin Enyart,
John Robinson, Janet Poland

II. Approval of Minutes of the April 5, 2018 City Plan Commission Meeting

It was moved and seconded (Jeffery/Frantz) to approve the minutes of the April 5, 2018 meeting of the Decatur City Plan Commission. Motion carried with Jack Myatt abstaining.

III. New Business

Case No. 18-09 Petition of MOUND ROAD PROPERTIES, LLC, to rezone property located at 110-140 WEST MOUND ROAD from R-3 Single Family Residence District to PD Planned Development District to allow for the uses of Office, Retail, Restaurant including a Drive-Thru Facility, and Medical Office.

It was moved and seconded (Jeffery/Myatt) to forward Case No. 18-19 to the City Council with a recommendation for approval as set forth in the staff recommendation.

Mrs. Joselyn Stewart was sworn in by Mrs. Janet Poland.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with the recommendation of staff:

The subject site has three (3) single family residential structures and one vacant lot on approximately 3.3 acres. The site is generally located at the northwest quadrant of West Mound Road and North Water Street (U.S. 51) with frontage on West Mound Road. The public utility building at the northwest corner of said roadways is not part of the petitioned area.

The petitioner proposes to rezone the subject site from R-3 Single Family Residence District to PD Planned Development District in order to construct a commercial center for multiple uses including offices, retail, medical office, and a restaurant with drive-thru facility.

The petitioner proposes to construct two commercial buildings, 12,577 square feet (east building) and 4,800 square feet (west building with a drive-thru facility) respectively. The overall area is proposed to be subdivided into two (2) lots. The petitioner will be required to submit a subdivision plat to the City for review and approval and the final site plan will not be approved until the plat has been approved by the City and recorded with Macon County.

Staff recommends approval of the proposed PD Planned Development District petition with the following conditions:

1. The permitted uses in this Planned Development District are retail, no more than one (1) freestanding restaurant with a drive-through facility; and medical and professional offices in no more than two (2) buildings. Consumer credit services; outdoor storage of merchandise, construction equipment and/or building materials; check cashing services; pawnbroker; tattoo or body piercing parlor; gas stations; and video-gaming parlor are prohibited.
2. The combined total square footage of both buildings shall not exceed 17,400 square feet.
3. Building elevations and construction materials primarily of masonry shall be as approved by the Economic and Community Development Department in conjunction with the final site plan review.
4. There is concern that the storm sewer system along Mound Road does not have the capacity to take any additional storm water. The drainage design must be studied further, and a report, sealed by a professional engineer, must be submitted. Storm water runoff must be managed according to City of Decatur Storm Water Policy and must consider the impact on downstream properties and infrastructure. The final design of the detention area and where it outlets must be reviewed and approved by the City prior to the approval of site plan.
5. A public sanitary sewer runs through the property where the buildings are proposed. The sewer will have to be relocated around the building with a new permanent easement surrounding the sewer.
6. Signs prohibiting left turns are required at the two exit points for the site.
7. The overall development will be permitted to have no more than two (2) freestanding monument style signs along the frontage of West Mound Road, one on each of the two (2) proposed lots. One of the permitted freestanding signs shall be a maximum of 160 square feet in area and not exceeding twenty (20) feet in height. The second permitted sign shall not exceed one hundred (100) square feet in area or ten (10) feet in height. Electronic Message Unit (EMU) signage, if proposed, on the freestanding monument style signage shall be permitted, subject to the requirements of the Zoning Ordinance for EMUs. An electronic message unit shall be permitted on the menu/order board for the drive-through facility. All other signage within the development will be prohibited from having EMUs.
8. Hours of operation for a restaurant, if proposed, shall be between the hours of 6:00 AM and 11:00 PM.
9. No outside speakers shall be permitted except for the drive-through facility with the restaurant.
10. All lights facing the west, north and east shall be shielded from the adjoining properties.
11. A two lot final subdivision plat will be required to be submitted, approved and recorded prior to a final site plan being approved.
12. Except as otherwise required by the Zoning Ordinance regarding buffer yards, a minimum of fifteen (15) foot wide landscaped buffer yard shall be provided along the respective east and west property limits of the overall development where they adjoin residentially-zoned

properties. A mix of trees and shrubs, in sizes as prescribed by the Zoning Ordinance, shall be provided within the required buffer yards.

13. Cross-access and cross-parking easements, as well as trash enclosure easement, shall be established, approved, and recorded for the two (2) proposed lots as part of the final subdivision plat approval procedure.
14. The design and location of the proposed curb cut(s) on West Mound Road shall be as approved by the Department of Public Works on the final site plan.
15. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to building permits being released.

Staff discussed the limitations of permitted uses with the Commission.

Mrs. Mary Cave, representative of the petitioner, was sworn in by Mrs. Poland.

Mrs. Cave stated the medical office building is phase one (1) for the proposed development. The uses for the other building are not known at the present. She said they are working with City staff concerning the storm sewer system.

Mrs. Cave stated they take exceptions to two (2) of the conditions. The first item is #8 "Hours of Operation". The condition states the hours of operation shall be between 6:00 AM and 11:00 PM. They are asking the Commission members to change the hours of operation to 5:00 AM and 11 PM since Starbucks opens at 5:00 AM across the street. The additional hour in the morning would give a potential restaurant equal treatment. The second item #7 concerns the requested sign for the area. (An image of the requested sign is attached). Mrs. Cave said the image is the type of sign the future tenant of the medical facility is currently using in other communities. It is a three (3) sided LED/LCD sign. Staff has informed the petitioner that the Zoning Ordinance only allows an electronic message unit to be 50 square feet and it cannot be varied. The sign they are requesting is 272 square feet. The petitioner would like the Plan Commission to look at the design and quality of the sign for possible reconsideration.

Discussion was held on the entrances to the proposed development. The traffic flow will be right-in and right-out.

The Commission asked where the sign would be located on the property and how far off of Mound Road it would be. Mrs. Cave said the sign would most likely be placed between the two (2) entrances and would be approximately fifteen (15) feet from the City right-of-way.

City staff said they have no objection to the change in the hours of operation. After reviewing the Zoning Ordinance and discussion with the Legal Department variances cannot be granted on the size of signs (Electronic Message Unit).

There were no objectors present.

It was moved and seconded (Jeffery/Myatt) to amend the motion and forward Case No. 18-19 to the City Council with a recommendation for approval with the following changed condition:

8. Hours of operation for a restaurant, if proposed, shall be between the hours of 5:00 AM and 11:00 PM

Upon call of the roll, Commission members Bill Clevenger, Bruce Frantz, Bruce Jeffery, Jack Myatt, Mike Peoples and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

Case No. 18-22 Petition of BUILDING SYSTEMS OF ILLINOIS, INC., to rezone property located at 859 NORTH JASPER STREET from M-1 Intense Commercial-Light Industrial District to B-1 Neighborhood Shopping District.

Mr. Bruce Jeffery stated he would be recusing himself from the discussion and vote for this item as he is the Executive Director for the Boys and Girls Club.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with the recommendation of staff:

The subject site located at 859 North Jasper Street is currently zoned both B-1 Neighborhood Shopping District and M-1 Intense Commercial-Light Industrial District. It consists of approximately 3.1 acres and occupied by a community center and accessory facilities.

The petitioner proposes to rezone the southern portion of the site (Lots 11-20) and the eastern most portion (Lots 1-3) of the site from M-1 Intense Commercial-Light Industrial District to B-1 Neighborhood Shopping District in order to create a uniform zoning district for the site. Community Center is a permitted use in the B-1 District but not in the M-1 District.

The subject site is located within a mixed-use area and rezoning to B-1 Neighborhood Shopping District should have no adverse effect on the general area or the City as a whole.

Staff recommends approval of the rezoning.

Mr. Greg Mackling, representative for the petitioner, was sworn in by Mrs. Poland.

Mr. Mackling stated during the permit process it was discovered several lots were zoned differently and he is here to request the lots currently zoned M-1 Intense Commercial- Light Industrial District be rezoned to B-1 Neighborhood Shopping District.

There were no questions and no objectors present.

Upon call of the roll, Commission members Bill Clevenger, Bruce Frantz, Kent Newton, Jack Myatt and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

No commission member expressed comments.

VI. Adjournment

There being no further business, it was moved and seconded (Jeffery/Peoples) to adjourn the meeting. Motion carried unanimously. Acting Chairman Peck declared the meeting adjourned at 3:30 P.M.



Kent Newton, Secretary

City Clerk

DATE: 7/23/2018

MEMO: 2018-29

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Debbie Bright, City Clerk

SUBJECT: Resolution Approving Appointment - Zoning Board of Appeals

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Zane Peterson to the Zoning Board of Appeals

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Zane Peterson

Zoning Board of Appeals

9/1/2021

DATED this 6th day of August, 2018.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2018-
RESOLUTION APPROVING APPOINTMENT

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

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

PRESENTED AND ADOPTED this 6th day of August, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 6th day of August, 2018.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 7/23/2018

MEMO: 2018-30

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Debbie Bright, City Clerk

SUBJECT: Resolution Approving Appointment - Heating, Air Conditioning and Refrigeration Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Jeff Zerfowski to the Heating, Air Conditioning and Refrigeration Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Jeff Zerfowski Heating, Air Conditioning and Refrigeration Commission 5/1/2021

DATED this 6th day of August, 2018.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2018-_____
RESOLUTION APPROVING APPOINTMENT

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

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

PRESENTED AND ADOPTED this 6th day of August, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 6th day of August, 2018.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 7/23/2018

MEMO: 2018-31

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Debbie Bright, City Clerk

SUBJECT: Resolution Approving Appointment - Human Relations Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Marty Watkins to the Human Relations Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Marty Watkins Human Relations Commission 8/1/2019

DATED this 6th day of August, 2018.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2018-
RESOLUTION APPROVING APPOINTMENT

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

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

PRESENTED AND ADOPTED this 6th day of August, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 6th day of August, 2018.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 7/23/2018

MEMO: 2018-32

TO: Honorable Julie Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Debbie Bright, City Clerk

SUBJECT: Resolution Approving Reappointments - Human Relations Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointments of Byron Hansbro, Joyce Keller, and Richard Zaker to the Human Relations Commission.

ATTACHMENTS:

Description	Type
Resolution	Backup Material

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the reappointments by the Mayor of the following named as members of the boards or commissions set opposite their respective names, to serve terms expiring upon the dates set opposite their respective names or until their respective successors are appointed and qualified:

Byron Hansbro	Human Relations Commission	08/01/2021
Joyce Keller	Human Relations Commission	08/01/2021
Richard Zaker	Human Relations Commission	08/01/2021

DATED this 6th day of August, 2018.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R_____

RESOLUTION APPROVING REAPPOINTMENTS

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 reappointments by the Mayor of the persons aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 6th day of August, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 6th day of August, 2018.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 7/26/2018

MEMO: 2018-33

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Debbie Bright, City Clerk

SUBJECT: Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block North Water Street from East Main Street to South Park Street and from Prairie Avenue to East Main Street - Decatur Area Arts Council

SUMMARY RECOMMENDATION: City Council is asked to approve the attached Ordinance authorizing the consumption of alcoholic liquor on public rights-of-way for the Decatur Craft Beer Festival.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documents	Backup Material

ORDINANCE NO. 2018-_____

**ORDINANCE AUTHORIZING CONSUMPTION OF
ALCOHOLIC LIQUOR ON PUBLIC RIGHTS-OF-WAY
100 BLOCK NORTH WATER STREET
FROM EAST MAIN STREET TO SOUTH PARK STREET AND
FROM PRAIRIE AVENUE TO EAST MAIN STREET
- DECATUR AREA ARTS COUNCIL -**

WHEREAS, Decatur Area Arts Council has requested the closure of the northbound lane of the 100 block of North Water Street from East Main Street to South Park Street and the southbound lane of 100 North Water Street from Prairie Avenue to East Main Street for the Decatur Craft Beer Festival; and,

WHEREAS, it is the intention of Decatur Area Arts Council to offer alcoholic beverages for sale to patrons for consumption at this event; and,

WHEREAS, such consumption of alcoholic liquor in the northbound lane of the 100 block of North Water Street from East Main Street to South Park Street and the southbound lane of 100 North Water Street from Prairie Avenue to East Main Street requires the express approval of the City Council.

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, alcoholic beverages may be consumed in the northbound lane of the 100 block of North Water Street from East Main Street to South Park Street and the southbound lane of 100 North Water Street from Prairie Avenue to East Main Street, said day and hours being particularly described as follows:

Saturday, September 8, 2018

1:00 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 this ordinance is expressly conditioned and approved upon Decatur Area Arts Council providing to the City of Decatur an agreement which will hold the City harmless for any and all damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

Section 4. That all debris shall be removed by Decatur Area Arts Council prior to reopening public rights-of-way.

Section 5. 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 6th day of August, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

The 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, on the 100 block of North Water Street for the Decatur Craft Beer Festival on the following date and time:

Saturday, September 8, 2018

1:00 p.m. – 7:00 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:



Authorized Representative

7-30-18

Date

For Sponsoring Agency:
Decatur Area Arts Council



Authorized Representative

7/27/2018

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2018

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: US Client Service		
	PHONE (A/C, No, Ext): 855-840-1046	FAX (A/C, No): 630-694-4401	
	E-MAIL ADDRESS: usclientservice@ajg.com		
INSURED Decatur Area Arts Council 125 N. Water Decatur IL 62523	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Frankenmuth Mutual Insurance Company		13986
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 181573953**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:	Y		CPP6217831	4/1/2018	4/1/2019	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 ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA6217831	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			CPP6217831	4/1/2018	4/1/2019	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	4/1/2018	4/1/2019	☒ 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	4/1/2018	4/1/2019	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 shown as an additional insured solely with respect to General Liability coverage as evidenced herein as required by written contract with respect to The Decatur Craft Beer Festival on Friday, September 7, 2018 Saturday, September 8, 2018

CERTIFICATE HOLDER**CANCELLATION**

City of Decatur
One Gary K. Anderson place
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ATTACHMENTS:

Description	Type
City of Decatur Lake Decatur Watershed Protection Program - 2nd Quarter Report	Backup Material

TO: Honorable Mayor, Julie Moore Wolfe
FROM: Cassandra Wilcoxon, SWCD
DATE: July 17, 2018
SUBJECT: 2nd Quarter Report
PERIOD: April 1, 2018 – June 30, 2018

City of Decatur Lake Decatur Watershed Protection Program



Better Reflections through Soil Conservation

CC: Councilman Bill Faber
Councilman David Horn
Councilman Chuck Kuhle
Councilwoman Lisa Gregory
Councilman Pat McDaniel
Councilwoman Dana Ray
Mr. Tim Gleason, City Manager
Mr. Matt Newell, Public Works Director
Mr. Keith Alexander, Water Production Manager

Macon County Soil and Water Conservation District

April 1, 2018 – June 30, 2018

2nd Quarter Report on the Lake Decatur Watershed Protection Program

Watershed Conservation Cost-Share Projects

Projects built and/or paid for this quarter:

- 1 waterway and structures in Friends Creek East Township
- 1 waterway in Friends Creek Township

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

- 1 waterway in Long Creek East Township
- 1 waterway in Long Creek East Township
- 1 sediment basin in Oakley Township
- 1 urban stream stabilization project in Piatt County
- 1 waterway in Friends Creek Township
- 1 sediment basin in Piatt County
- 1 waterway in Milan Township
- 1 waterway in Long Creek Township

Interest in the program remains strong; all funds for BMP Implementation in FY18 were allocated at our March board meeting. 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

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), construction site inspections for the Land Disturbance Permit program, and inspection of detention basins. This quarter, 6 land disturbance permits were taken out with 5 within 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, staff fielded 7 requests for assistance. Questions ranged from design and guidance on sediment basins to shoreline stabilization.

Illinois EPA (IEPA) Construction Site Inspection Program:

Currently, there are 15 active IEPA construction sites, 2 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.

Grants

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 through 2019**. For FY18, **\$130,094** was **allocated for 519 acres**. Applications are currently being accepted by FY19.

IEPA 319 Grant: Friends Creek Watershed Planning

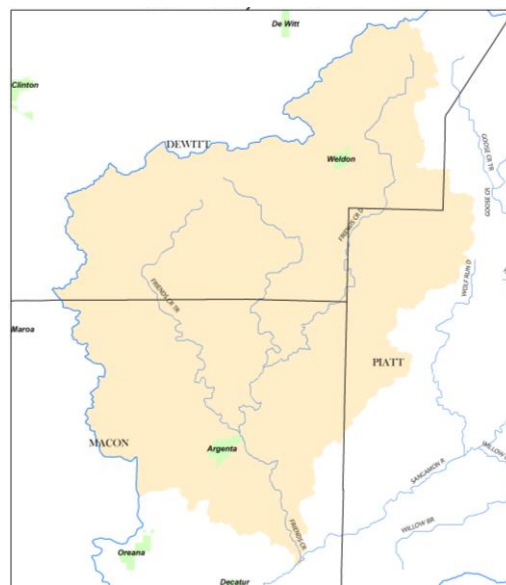
Over the next two years, SWCD staff will work with stakeholders to develop a watershed-based plan for Friends Creek, a sub-watershed of Lake Decatur. IEPA funds will be used to assist in the planning process, wherein stakeholders will be engaged to develop priorities, locate potential sites for improvement, and model what effects implementing said practices would have in the watershed and Lake Decatur.

Having an approved watershed-based plan will increase the likelihood of receiving future federal funds to implement practices noted in the plan.

Work continues! A stakeholder meeting was held on

June 13th at the Argenta Village Hall at 6pm to go

over the results for the following surveys/analysis: Macon county transect, nutrient modeling, riparian condition assessment, streambank assessment. Maps of results were provided to the stakeholders. The next stakeholder meeting is scheduled for the month of August to review existing Best Management Practices (BMPs) and where proposed ones would make the greatest impact.



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. Our watershed technician is currently working with Garfield Montessori School to install a rain garden on school grounds. Final plant selection is being considered and construction will commence in the FY18. This year, the following education programs were held:

<i>Date</i>	<i>Name of Event</i>	<i>Program Presented</i>	<i>People in Attendance</i>
1-11-2018	Lady Landowners	Women in Agriculture	28
2-14-2018	Contractors Meeting	Pipeline Awareness & Safety	17
3-1-2018	Annual SWCD Meeting	Cover Crops-Mike Ward	30

3/10&11/17	Decatur Lawn & Garden Show	MS4 Work, Rain gardens	1000+
4/21/2018	Festival of Spring	Rain Gardens/ Composting/Fertilizers/Environscape	200
5/1-3/2018	Agucation	Conservation something or other	600
5/7-9/2018	Grassland Bird Id Workshop & field day	How cover crops can benefit grassland bird species	14
5/10/2018	Lady Landowners	Cover Crop Management	32
Total Reached in FY18			1,921

Upcoming events in 2018:

- July 12 Lady Landowners tour of ADM
- July 12 Strip Till Field Day
- July 31 Habitat Conservation Connection
- August 20-24 CCA Workshop
- August 30 Pond Demo Day

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

- 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, 2018 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 3342 N President Howard Brown Blvd, 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 cassandra@maconcountyswcd.com.

Board of Directors

David Carr, Chairman
Eric Veech, Vice Chairman
Katie Sellmeyer, Secretary / Treasurer
Chase Brown, Director
Ross Ferrill, Director

Staff

Manny Wei, Watershed Technician
Cassandra Wilcoxon, Watershed Specialist
Angela Binnion, Administrative Coordinator

FINANCIAL STATEMENT						
Lake Decatur Watershed Protection Program						
	City Allocation for MCSWCD Vendor # 796					
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	12/31/2018	
	January 1 - March 31, 2018	April 1 - June 30, 2018	July 1- September 30, 2018	October 1 - December 31, 2018	Total Invoiced to City	
Operational Expenses	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	FY ending 12/31/2016	Percent of Contract \$
Salary Watershed Technician	14,615.00	\$ 9,052.50			\$ 23,667.50	16%
Salary Watershed Specialist	6,962.03	\$ 7,788.26			\$ 14,750.29	10%
1/3 Salary Administrative Coordinator	3,496.50	\$ 2,947.50			\$ 6,444.00	4%
Payroll taxes	4,044.88	\$ 3,557.33			\$ 7,602.21	5%
Benefits	1,394.78	\$ 1,200.00			\$ 2,594.78	2%
BMP Implementation						
Meetings and Training	97.38	\$ 375.95			\$ 473.33	0%
Professional fees	460.81	\$ 121.15			\$ 581.96	0%
Insurance		\$ 2,313.68			\$ 2,313.68	2%
Outreach	239.18	\$ 475.14			\$ 714.32	0%
Education		\$ 16.11			\$ 16.11	0%
Internet	37.95	\$ 37.95			\$ 75.90	0%
Truck/ Insurance	202.90	\$ 95.03			\$ 297.93	0%
Office Equipment	99.88				\$ 99.88	0%
Office Expenses	144.82	\$ 197.24			\$ 342.06	0%
Postage	78.57	\$ 52.60			\$ 131.17	0%
Total Expenses	31,874.68	\$ 28,230.44			\$ 60,105.12	40%
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD 2017	
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Total Invoiced to City	Percentage Complete
Agreement Amount	\$ 151,969.00	\$ 120,094.32				
Total Invoiced to City	\$ 31,874.68	\$ 28,230.44			\$ 60,105.12	40%
Agreement Balance	\$ 120,094.32	\$ 91,863.88				