



**Monday, July 6, 2015
5:30 PM**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Approval of Minutes

Minutes of June 15, 2015 City Council Meeting and June 23, 2015 Special City Council Meeting

III. Unfinished Business

IV. New Business

1. Proclamations and Recognitions
 - A. Proclamations
 - B. Mayor's Recognitions
2. Ordinance Annexing Territory – 3314 North Westlawn Ave
3. Resolution Accepting the Bid - Top Quality Roofing - for Roof Replacement for Salt Storage Dome at Municipal Services Center, Purchasing Project - 2015-10
4. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Company, Inc., for 2015 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2015-09
5. Resolution Authorizing a Water Service Agreement for 4333 North Taylor Avenue
6. Resolution Approving An Agreement With Burdick Plumbing and Heating Company, Inc. for The 2015 Annual Water Main Replacement Project, Forest Crest Subdivision City Project 2015-10
7. Resolution Authorizing City Manager to Execute Natural Gas Supply Contract with Mid American Energy Company
8. Resolution Authorizing City Manager to Execute a Contract with Constellation Energy Services for Natural Gas Supply Services
9. Resolution Authorizing City Manager to Execute a Contract with Direct Energy Business Marketing, LLC for Natural Gas Supply Contract
10. 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
- B. Resolution Approving Appointments to Boards and Commissions
- C. Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park Decatur Area Arts Council

11. 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.

12. Other Business

V. Recess to Study Session

- 1. Presentation of Administrative Court - Code Enforcement Enhancements
- 2. 130 North Franklin Street - Decatur Public Library

VI. Adjournment

Council Information Memo - Transfer House Structural Repairs Project Final, City Project 2013-27

Council Information Memo - Neighborhood Walks/Gatherings

CITY COUNCIL MINUTES

Monday, June 15, 2015

On Monday, June 15, 2015, 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 Michael McElroy presided; together with him being Councilmen Pat McDaniel, Julie Moore-Wolfe, Dana Ray, Bill Faber, and Lisa Gregory; Jerry Dawson was absent from the meeting. Six members were present and one member was absent. Mayor Michael McElroy declared a quorum present.

City Manager Tim Gleason, attended the meeting as well.

Mayor Michael McElroy led the Pledge of Allegiance to the Flag.

The minutes of the meeting of June 1, 2015, were presented. Councilman Julie Moore-Wolfe moved the minutes be approved as written; seconded by Councilman Dana Ray, and on call of the roll, Councilmen Pat McDaniel, Julie Moore-Wolfe, Dana Ray, Bill Faber, Lisa Gregory, and Mayor Michael McElroy voted aye. The Mayor declared the motion carried.

This being the time set aside for unfinished business and there being no unfinished business, the Mayor proceeded to New Business.

This being the time for Proclamations and Recognitions and there being none Mayor Michael McElroy introduced Francie Johnson with Coalition of Neighborhood Organization. Ms. Johnson shared that the Annual CONO Picnic will be held at Monroe Park, on Tuesday, June 23, 2015, at 6:00 p.m. The Decatur Area Arts Council is having Community Art Classes for kids and adults on June 24, June 29, July 15, and July 20. National Night Out is Tuesday, August 4, 2015, at 5:00 p.m.; there will be a caravan from the Decatur Civic Center to four local parks. The next CONO meeting is August 25, 2015, 5:30 p.m., at the Decatur Public Library. Destination for the Regional Neighborhood Conference is Boiling Green, Kentucky, October 1, 2, and 3, 2015.

R2015-73 Resolution Authorizing Submission of Justice Administration Grant Application and Memorandum of Understanding – Bureau of Justice Assistance.

Councilman Julie Moore-Wolfe moved the Resolution do pass; seconded by Councilman Dana Ray. On call of the roll, Councilmen Pat McDaniel, Julie Moore-Wolfe, Dana Ray, Bill Faber, Lisa Gregory, and Mayor Michael McElroy voted aye. Mayor Michael McElroy declared the motion carried.

R2015-74 Resolution Authorizing the Execution of an Intergovernmental Cooperative Agreement Between the City of Decatur and the County of Macon for Dispatching Services for Calendar Year 2015.

Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilman Lisa Gregory. On call of the roll, Councilmen Pat McDaniel, Julie Moore-Wolfe, Dana Ray, Bill Faber, Lisa Gregory, and Mayor Michael McElroy voted aye. Mayor Michael McElroy declared the motion carried.

R2015-75 Resolution Authorizing the Execution of an Intergovernmental Cooperative Agreement Between the City of Decatur and the County of Macon for Dispatching Services for Calendar Years 2016-2019.

Councilman Julie Moore-Wolfe moved the Resolution do pass; seconded by Councilman Pat McDaniel. On call of the roll, Councilmen Pat McDaniel, Julie Moore-Wolfe, Dana Ray, Bill Faber, Lisa Gregory, and Mayor Michael McElroy voted aye. Mayor Michael McElroy declared the motion carried.

2015-28 Ordinance Amending Zoning Ordinance Section XVI. M-1 Intense Commercial/Light Industrial District and Section XXIV. Off-Street Parking and Loading Requirements.

Councilman Dana Ray moved the Ordinance do pass; seconded by Councilman Julie Moore-Wolfe. On call of the roll, Councilmen Pat McDaniel, Julie Moore-Wolfe, Dana Ray, Bill Faber, Lisa Gregory, and Mayor Michael McElroy voted aye. Mayor Michael McElroy declared the motion carried.

2015-29 Ordinance Granting Conditional Use Permit Daycare Home, Large 1680 North 30th Street

Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilman Dana Ray. On call of the roll, Councilmen Pat McDaniel, Julie Moore-Wolfe, Dana Ray, Bill Faber, Lisa Gregory, and Mayor Michael McElroy voted aye. Mayor Michael McElroy declared the motion carried.

R2015-76 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Petersburg Plumbing & Excavating, LLC for Sunset Levee In-Line Check Valve Installation City Project 2015-13.

Councilman Julie Moore-Wolfe moved the Resolution do pass; seconded by Councilman Dana Ray. On call of the roll, Councilmen Pat McDaniel, Julie Moore-Wolfe, Dana Ray, Bill Faber, Lisa Gregory, and Mayor Michael McElroy voted aye. Mayor Michael McElroy declared the motion carried.

R2015-77 Resolution Accepting the Bid of Jackson Ford, Decatur, IL, for the Purchase of Ten (10) Ford 2016, Police Interceptor Mid Size Utility Vehicles.

Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilman Dana Ray. On call of the roll, Councilmen Pat McDaniel, Julie Moore-Wolfe, Dana Ray, Bill Faber, Lisa Gregory, and Mayor Michael McElroy voted aye. Mayor Michael McElroy declared the motion carried.

R2015-78 Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality under the Illinois Highway Code.

Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilman Dana Ray. On call of the roll, Councilmen Pat McDaniel, Julie Moore-Wolfe, Dana Ray, Bill Faber, Lisa Gregory, and Mayor Michael McElroy voted aye. Mayor Michael McElroy declared the motion carried.

R2015-79 Resolution to Appropriate Motor Fuel Tax Funds for Micro Surfacing of Streets and Highways by Municipality under the Illinois Highway Code City Project 2015-24.

Councilman Dana Ray moved the Resolution do pass; seconded by Councilman Pat McDaniel. On call of the roll, Councilmen Pat McDaniel, Julie Moore-Wolfe, Dana Ray, Bill Faber, Lisa Gregory, and Mayor Michael McElroy voted aye. Mayor Michael McElroy declared the motion carried.

Mayor Michael McElroy called for Consent Calendar Items A through D and asked if any Council member wished to have an item removed from Consent Calendar. The Clerk read Items A – D:

- A. R2015-80 Resolution Approving Appointment to Boards and Commissions,
- B. Receiving and Filing of Minutes of Boards
- C. R2015-81 Resolution of Support for the Guard and Reserve
- D. R2015-82 Resolution Accepting the Bid – Clean Sweep Tree Service – City Project 2015-03

Councilman Dana Ray moved that Consent Calendar Items A through D be approved by Omnibus Vote; seconded by Councilman Julie Moore-Wolfe, and on call of the roll, Councilmen Lisa Gregory, Pat McDaniel, Julie Moore-Wolfe, Dana Ray, Bill Faber, and Mayor Michael McElroy voted aye. Mayor Michael McElroy declared the motion carried.

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

Lloyd Holman and Jim Taylor asked the Council to consider a resolution and proposal for City employees' residency requirements.

Sherry Procaroine requested Council to remember citizens who can't pay excessive fines before directing policy concerning Administrative Court and Community Service. Ms. Procaroine encouraged Council to stop taking Grant money to pay for City projects because that is taking other people's money to pay for City project.

Michael Grossman read a Resolution of Support for the Guard and Reserve.

Russell Shulke said there is a large sink hole on California Avenue, at the end of his driveway, that has not been taken care of.

Jim Taylor said that he and Mr. Holman are not anti-union. Their concern is the infrastructure is going to go broke. Mr. Taylor and Mr. Holman are willing to meet and discuss their concerns with Council.

John Phillips would like the podium moved so citizens don't have their backs to the audience when they address the Council.

This being the time for Other Business, City Manager Tim Mr. Gleason shared his Administrative Court – Operational Change memorandum. Four changes that will be implemented in the near future are: 1) Database that is accessible on the City's website, 2) Voluntary Registration Form, 3) First Offense Alternative, and 4) Four (4) business day courtesy notification for "nuisance" violations.

Councilman Pat McDaniel said that four (4) business days is better, but he thinks it should be five (5) to seven (7) days. Councilman McDaniel inquired about the alternative for first time offenders. City Manager Tim Gleason explained that there will be an educational component offered at different times of the day and evening. Councilman McDaniel thought it might be better to give a person a copy of the code.

Councilman Bill Faber reminded Council he suggested a Task Force be formed and requested his suggestion be given serious consideration.

Mayor Mike McElroy applauded what the Council was saying and he would like to see what comes from the changes being made.

Councilman Julie Moore-Wolfe thought some reasonable adjustments were being made and Administrative Court should be re-evaluated before next spring.

Councilman Bill Faber said that his suggestion of a Task Force would in no way impede Administrative Court.

Councilman Dana Ray explained there has been numerous Study Sessions and a Task Force isn't going to give the Council any additional information. Councilman Ray requested some signage be put up so people understand the Administrative Court process beforehand.

Councilman Pat McDaniel would like to utilize the newsletter and Channel 19 more.

Councilman Julie Moore-Wolfe moved to recess to study session for the Treasurer's financial report; seconded by Councilman Dana Ray and all were in favor by voicing no objections. Mayor Michael T. McElroy declared the motion carried. Gregg Zientara, Director of Financial Management, provided an overview of the financial report.

There being no further business, Councilman Pat McDaniel moved the regular Council meeting be adjourned; seconded by Councilman Julie Moore-Wolfe, and on call of the roll Councilmen Lisa Gregory, Pat McDaniel, Julie Moore-Wolfe, Dana Ray, Bill Faber, and Mayor McElroy voted aye. The Mayor declared the Council meeting adjourned at 7:02 p.m.

Approved _____
Debra G. Bright
City Clerk

SPECIAL MEETING CITY COUNCIL MINUTES

Tuesday, June 23, 2015

On Tuesday, June 23, 2015, the City Council of the City of Decatur, Illinois, met in Special Meeting at 12:15 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Michael McElroy presided; together with him being Councilmen Pat McDaniel, Julie Moore-Wolfe, Jerry Dawson, and Lisa Gregory; Dana Ray and Bill Faber were absent from the meeting. Five members were present and two members were absent. Mayor Michael McElroy declared a quorum present.

City Manager Tim Gleason, attended the meeting as well.

Mayor Michael McElroy led the Pledge of Allegiance to the Flag.

This being the time set aside for New Business.

2015-30 Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park – Season of Celebration Concerts.

Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilman Jerry Dawson. On call of the roll, Councilmen Pat McDaniel, Julie Moore-Wolfe, Jerry Dawson, Lisa Gregory, and Mayor Michael McElroy voted aye. Mayor Michael McElroy declared the motion carried.

Councilman Dana Ray arrived at 12:18 p.m.

There being no further business, Councilman Julie Moore-Wolfe moved the regular Council meeting be adjourned; seconded by Councilman Jerry Dawson, and on call of the roll Councilmen Pat McDaniel, Julie Moore-Wolfe, Dana Ray, Jerry Dawson, Lisa Gregory, and Mayor McElroy voted aye. The Mayor declared the Council meeting adjourned at 12:19 p.m.

Approved _____
Debra G. Bright
City Clerk

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Bright, Debbie	Approved	7/2/2015 - 11:10 AM

Public Works
2015-30

DATE: 6/25/2015

TO: Honorable Mayor McElroy and City Council Members

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

SUBJECT: Ordinance Annexing Territory – 3314 North Westlawn Ave

SUMMARY RECOMMENDATION: Staff recommends that the subject annexation petition be approved.

BACKGROUND:

The subject property adjoins Decatur City limits on the west, north and east. Property to the south is located in the County. The lot contains approximately 2.43 acres. The lot is improved with a residence. The following information is relevant to the areas in question:

1. City water is currently available and connected to the subject property.
2. No additional public infrastructure or municipal services are needed or contemplated.
3. Decatur Fire response distance and time averages 3.3 miles and 6 minutes, respectively.

INPUT FROM OTHER SOURCES: The plat and annexation request has been reviewed by Engineering, Finance, Fire, Legal, Macon County Health Department, Municipal Services Division, Planning & Building Services, Neighborhood Services, and Water Services. All of the reviewers recommend the annexation be approved.

BUDGET/TIME IMPLICATIONS:

Based on the current assessed value, approximately \$405 in real estate, \$67 in motor fuel and \$231 in state income taxes may be realized annually by annexing the property.

STAFF REFERENCE: Richard Marley, Public Works Director and Matt Newell,

City Engineer. Richard Marley will be in attendance at the City Council meeting to answer any questions of the Council on this item.

ATTACHMENTS:

Description	Type
▣ Ordinance 2015-30	Cover Memo
▣ Petition 2015-30	Cover Memo
▣ Plat 2015-30	Cover Memo
▣ GIS Map 2015-30	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Marley, Richard	Approved	7/2/2015 - 10:13 AM
City Manager	Tyus, Billy	Approved	7/2/2015 - 10:19 AM
City Manager	Gleason, Tim	Approved	7/2/2015 - 10:21 AM

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
- 3314 North Westlawn Ave -**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith, the petition under oath of Jack & Linda Meeks requesting that there be annexed to the City territory described as:

Commencing at a point 315.09 feet South of the Northwest corner of the Southwest $\frac{1}{4}$ of Section 33, Township 17 North Range 2 East of the 3rd P.M., thence East 293.61 feet, thence South 130 feet; thence West 293.61 feet, thence North 130 feet to the place of beginning Situated in Macon County, Illinois. Commonly known as 3314 North Westlawn Avenue, Decatur, Illinois
Permanent Index Number 07-07-33-301-004.

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of July, 2015.

MICHAEL T. MCELROY, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:

The undersigned, under oath, respectfully represent as follows:

1. That they are the owners of record of all the territory herein described.
2. That at least 51% of the electors who reside on the territory herein described have signed and do join in the petition.
3. That the territory herein described is not within the corporate limits of any municipality.
4. That the territory herein described is contiguous to the City of Decatur, a municipal corporation.
5. That the petitioner request that the City of Decatur, a municipal corporation, annex the following described property:

Commencing at a point 315.09 feet South of the Northwest corner of the Southwest ¼ of Section 33, Township 17 North Range 2 East of the 3rd P.M., thence East 293.61 feet, thence South 130 feet; thence West 293.61 feet, thence North 130 feet to the place of beginning. Situated in Macon County, Illinois. Commonly known as 3314 North Westlawn Avenue, Decatur, Illinois.

PIN # 07-07-33-301-004 BOOK PAGE

WHEREFORE, the petitioners request the above described property be annexed to the City of Decatur, a municipal corporation, in accordance with the Statues in such case made and provided.

Jack L Meek

Signature of Owner(s)

3314 N Westlawn

Street Address

Linda K Meek

Signature of Owner(s)

Decatur IL 62526

City, State, Zip Code

Jack L Meek

Printed Name of Owner(s)

Telephone Number

Linda K. Meek

Printed Name of Owner(s)

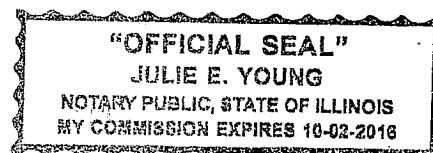
217 413 0168

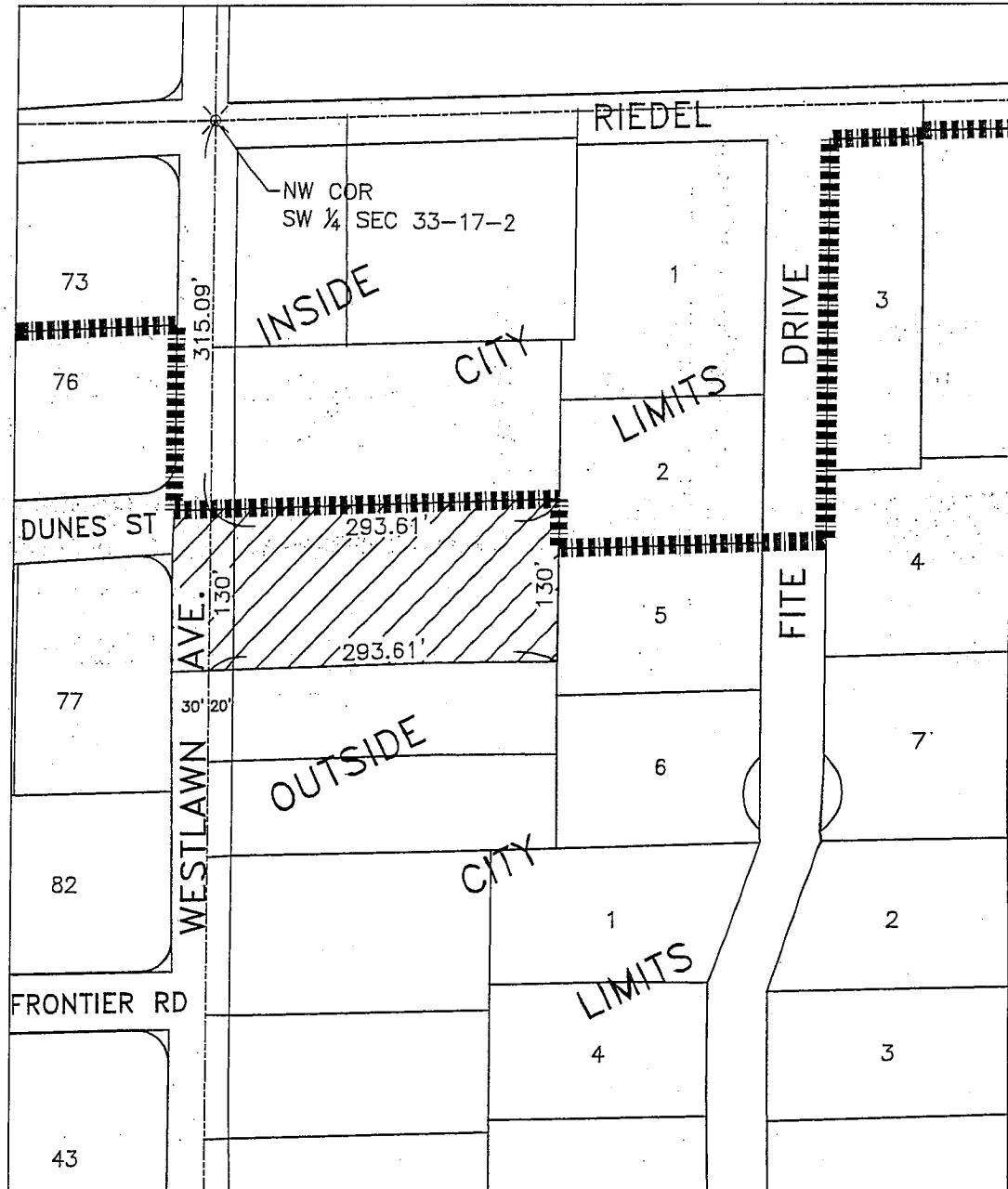
Telephone Number

Signed and sworn to before me this

2nd day of JANUARY, 20 15

Julie E Young
NOTARY PUBLIC





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3314 NORTH WESTLAWN AVENUE



indicates territory annexed



indicates existing corporate limits

0.966± acres

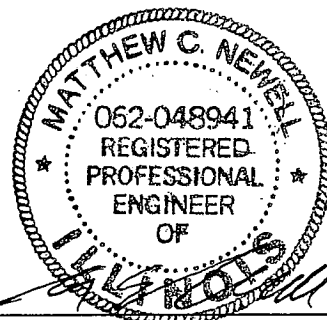
AREA 0.0015± sq. miles

130± lin. ft. of public road

HICKORY POINT township



N.T.S.



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2013

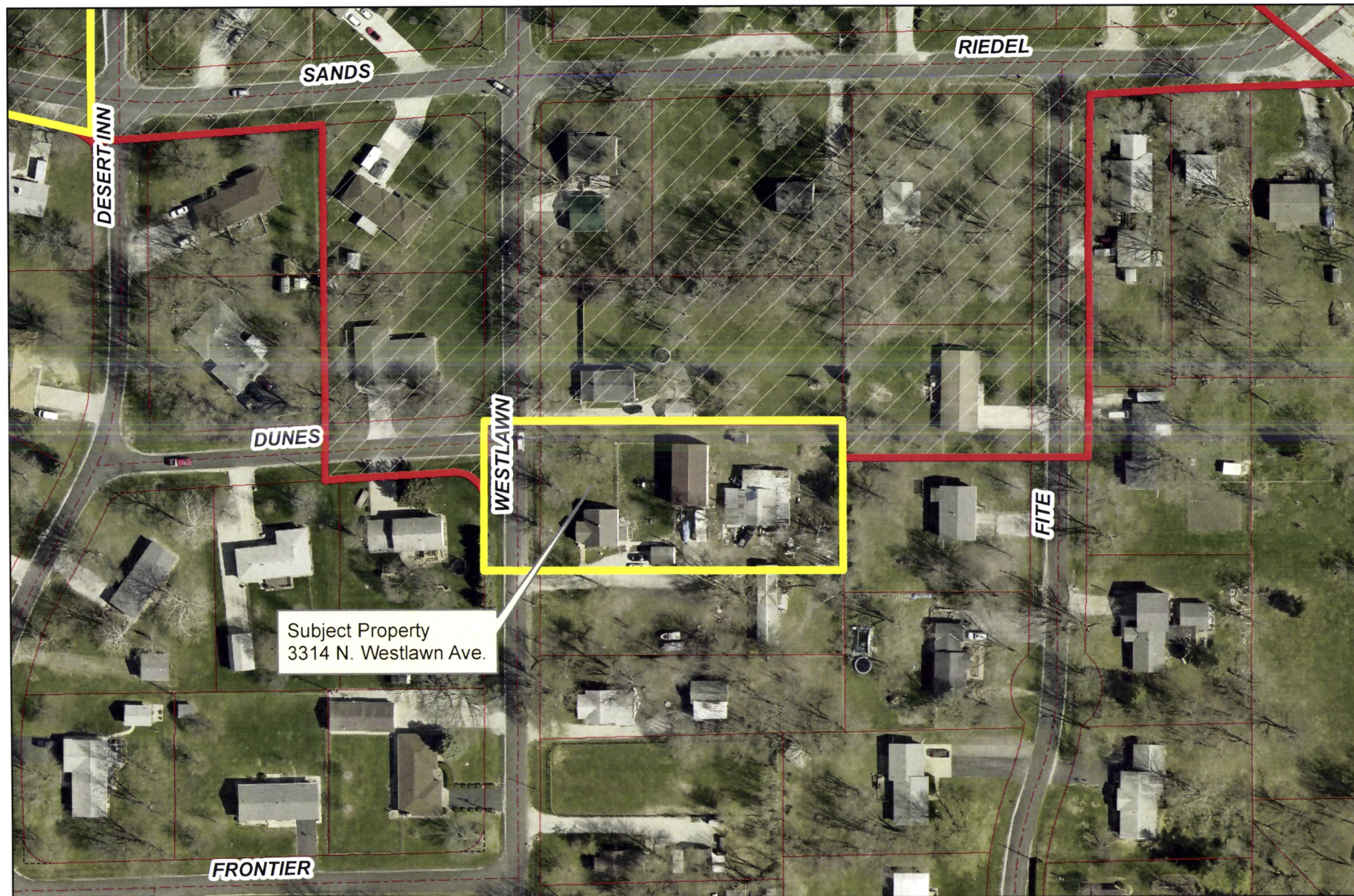
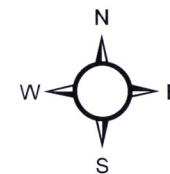
ORDINANCE NO: _____

DATE: _____

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Property Proposed to be Annexed
Vicinity Map for 3314 North Westlawn Avenue



Public Works
2015-28

DATE: 6/22/2015

TO: Honorable Mayor McElroy and City Council

FROM: Tim Gleason, City Manager
Gregg Zientara, Financial Management Director
Richard G. Marley, Director of Public Works

SUBJECT: Bids for Roof Replacement for Salt Storage Dome

SUMMARY RECOMMENDATION: Staff recommends awarding a contract in the amount of \$66,100 to Top Quality Roofing to furnish roof replacement of the Salt Storage Dome located at the Municipal Service Center. Top Quality has provided the necessary insurance and bonding requirements for this bid. (Purchasing Project Number 2015-10)

BACKGROUND:

The salt shed at the Municipal Services Center was built in 1987-88. The shed was designed and built by the Dome Corporation of North America. Occasionally, the salt shed is referred to by the trade name "Domar." The shed still has the original 27 year old shingles. Due to age and weathering, the shingles need to be removed and replaced. The domed shape and steepness of the salt shed makes the re-roofing job more difficult.

The shape of the salt shed roof is the most efficient shape for storing and protecting granular rock salt.

The door to the salt shed faces northwest because most wind in rain storms during the year comes from the southwest. There is little problem with rain blowing into the salt dome door.

PROJECT DESCRIPTION:

SPECIFICATIONS: The sloped roof and side walls will be shingled utilizing standard laminated multi-layer (architectural style) asphalt shingle, Class A, 240/260 lbs./sq. 30 year warranty. The shingles shall be nailed according to manufacturer's recommendation to achieve a minimum of 110 MPH wind warranty. Ridge cap shingles shall be manufacturers match for the color shingle selected.

The entryway flat roof will be roofed with a reinforced polymer mat, granular, SBS modified roofing membrane applied by hot mopping asphalt or approved cold adhesive. Underlayment shall be organic base sheet installed per the manufacturer's specification. All necessary flashing and drip edges shall be installed.

The project specifications contains an allowance for repair of damaged wood structural members if necessary. The contractor will be required to pay prevailing wages, and required to comply with City Code Chapter 28, Article 10, "Minority participation goals for public works contracts".

BIDDING: See attached Bid tabulation

RECOMMENDED AWARD: Staff recommends awarding a contract in the amount of \$66,100 to Top Quality Roofing to furnish roof replacement of the Salt Storage Dome located at the Municipal Service Center.

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

INPUT FROM OTHER SOURCES: Public works requested the work be done and wrote the specifications.

SCHEDULE: Estimated to start within 30 days of the contract approval and require approximately 15 working days to complete.

BUDGET/TIME IMPLICATIONS:

BUDGET: \$61,100 Roof Replacement at Salt Storage Dome
\$ 5,000 (for Alterations, extensions, extra work – If authorized by City)
\$66,100 from the Public Works Department budget.

STAFFING IMPACT: The project will be managed by the Municipal Services Division manager with assistance from his staff.

STAFF REFERENCE: Municipal Services Manager Dick Borders prepared the specifications. The project was advertised for bids by Debbie Perry and Penny McBride in the Finance Department purchasing section. Public Works Director Richard Marley prepared this memo with the assistance of Penny McBride. Mr. Marley will be in attendance at the City Council meeting to answer questions on this item.

ATTACHMENTS:

Description	Type
▣ Memorandum Bids for Roof Replacement for Salt Storage Dome	Cover Memo
▣ Exhibit Picture of Dome	Backup Material

- ▣ Resolution Accepting the Bid
- ▣ Bid Tabulation

Resolution Letter
Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Marley, Richard	Approved	7/1/2015 - 11:33 AM
Financial Management	Zientara, Gregg	Approved	7/1/2015 - 5:01 PM
City Manager	Tyus, Billy	Approved	7/1/2015 - 6:01 PM
City Manager	Gleason, Tim	Approved	7/2/2015 - 9:51 AM

Public Works
2015-28

DATE: 6/22/2015

TO: Honorable Mayor McElroy and City Council

FROM: Tim Gleason, City Manager
Gregg Zientara, Financial Management Director
Richard G. Marley, Director of Public Works

SUBJECT: Bids for Roof Replacement for Salt Storage Dome

SUMMARY RECOMMENDATION: Staff recommends awarding a contract in the amount of \$66,100 to Top Quality Roofing to furnish roof replacement of the Salt Storage Dome located at the Municipal Service Center. Top Quality has provided the necessary insurance and bonding requirements for this bid. (Purchasing Project Number 2015-10)

BACKGROUND:

The salt shed at the Municipal Services Center was built in 1987-88. The shed was designed and built by the Dome Corporation of North America. Occasionally, the salt shed is referred to by the trade name "Domar." The shed still has the original 27 year old shingles. Due to age and weathering, the shingles need to be removed and replaced. The domed shape and steepness of the salt shed makes the re-roofing job more difficult.

The shape of the salt shed roof is the most efficient shape for storing and protecting granular rock salt.

The door to the salt shed faces northwest because most wind in rain storms during the year comes from the southwest. There is little problem with rain blowing into the salt dome door.

PROJECT DESCRIPTION:

SPECIFICATIONS: The sloped roof and side walls will be shingled utilizing standard laminated multi-layer (architectural style) asphalt shingle, Class A, 240/260 lbs./sq. 30 year warranty. The shingles shall be nailed according to manufacturer's recommendation to achieve a minimum of 110 MPH wind warranty. Ridge cap shingles shall be manufacturers match for the color shingle selected.

The entryway flat roof will be roofed with a reinforced polymer mat, granular, SBS modified roofing membrane applied by hot mopping asphalt or approved cold adhesive. Underlayment shall be organic base sheet installed per the manufacturer's specification. All necessary flashing and drip edges shall be installed.

The project specifications contains an allowance for repair of damaged wood structural members if necessary. The contractor will be required to pay prevailing wages, and required to comply with City Code Chapter 28, Article 10, "Minority participation goals for public works contracts".

BIDDING: See attached Bid tabulation

RECOMMENDED AWARD: Staff recommends awarding a contract in the amount of \$66,100 to Top Quality Roofing to furnish roof replacement of the Salt Storage Dome located at the Municipal Service Center.

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

INPUT FROM OTHER SOURCES: Public works requested the work be done and wrote the specifications.

SCHEDULE: Estimated to start within 30 days of the contract approval and require approximately 15 working days to complete.

BUDGET/TIME IMPLICATIONS:

BUDGET: \$61,100 Roof Replacement at Salt Storage Dome
\$ 5,000 (for Alterations, extensions, extra work – If authorized by City)
\$66,100 from the Public Works Department budget.

STAFFING IMPACT: The project will be managed by the Municipal Services Division manager with assistance from his staff.

STAFF REFERENCE: Municipal Services Manager Dick Borders prepared the specifications. The project was advertised for bids by Debbie Perry and Penny McBride in the Finance Department purchasing section. Public Works Director Richard Marley prepared this memo with the assistance of Penny McBride. Mr. Marley will be in attendance at the City Council meeting to answer questions on this item.

ATTACHMENTS:

Description	Type
▢ <u>Exhibit Picture of Dome</u>	Backup Material
▢ <u>Resolution Accepting the Bid</u>	Resolution Letter
▢ <u>Bid Tabulation</u>	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Marley, Richard	Approved	7/1/2015 - 11:33 AM
Financial Management	Zientara, Gregg	Approved	7/1/2015 - 5:01 PM
City Manager	Tyus, Billy	Approved	7/1/2015 - 6:01 PM
City Manager	Gleason, Tim	Approved	7/2/2015 - 9:51 AM

Exhibit



The shape of the salt shed roof is the most efficient shape for storing and protecting granular rock salt.

The door to the salt shed faces northwest because most wind in rain storms during the year comes from the southwest. There is little problem with rain blowing into the salt dome door.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID
– TOP QUALITY ROOFING –
FOR ROOF REPLACEMENT FOR SALT STORAGE DOME
AT MUNICIPAL SERVICES CENTER,
PURCHASING PROJECT – 2015-10**

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

Section 1. That the tabulation of the bid received for furnishing roof replacement of salt storage dome, City Project 2015-14 presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the bid of Top Quality Roofing 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 Top Quality Roofing for their bid price of \$66,100.00.

PRESENTED AND ADOPTED THIS 6th day of July, 2015.

MICHAEL T. MCELROY, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

Project Name: Roof Replacement for Salt Storage Dome Project Number: 2015-10 Bid Date: June 18, 2015 Time: 10:00 a.m.				Top Quality Roofing Mt. Zion, IL		Interior Specialty Construction Decatur, IL		J.J. Swartz Company Decatur, IL	
	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
	Roof Replacement at Salt Storage Dome located at 2600 N. Jasper St.				\$61,100.00		No Bid		No Bid
	Alterations, Extension, Extra Work (If Authorized by City)				\$5,000.00				
TOTAL					\$66,100.00		No Bid		No Bid

Public Works
2015-26

DATE: 6/18/2015

TO: Honorable Mayor McElroy and City Council Members

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

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract for 2015 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2015-09

SUMMARY RECOMMENDATION: It is recommended by staff that the City Council approve the attached resolution accepting the bid and awarding the contract for the 2015 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2015-09, to Entler Excavating Company, Inc. (Entler) as the lowest responsive and responsible bidder in the amount of \$373,594, and that the Mayor be authorized to execute the contract, and the City Clerk to attest.

PRIOR COUNCIL ACTION: May 18, 2015 – The City Council approved Resolution R2015-52 rejecting all bids for the 2015 Miscellaneous Sanitary & Storm Sewer Improvement Project. The project was rebid. December 1, 2014 - The City Council approved the Fiscal Year 2015 Capital Improvements Plan, which included an allocation of funds for this project. July 20, 2009 - The City Council was presented the Stormwater Master Plan in study session. The Master Plan identified 47 problem drainage areas.

BACKGROUND:

Sanitary Sewer Priorities

Under the direction of the City Council, the Public Works Department has established four priorities to improve the City's sanitary sewer collection system as defined in the Sanitary Sewer Master Plan.

1. Critical Large Diameter Sewer Rehabilitation.
2. Sanitary Sewer Overflows Due to Inflow and Infiltration.
3. *System Operation and Maintenance*
4. *Small Diameter Sewer Rehabilitation*

The 2015 Miscellaneous Sanitary & Storm Sewer Improvement Project primarily addresses priority numbers 3 and 4, system operation and maintenance and small

diameter sewer rehabilitation. The project is an annual project prepared by the Public Works Department to assist with both emergency repairs and normal improvements to the City's sanitary sewer system.

Storm Sewer Priorities

The 2009 Stormwater Master Plan addresses three main topics:

1. Stormwater Problem Area Prioritization
2. Regulation, Standards, and Policies
3. Stormwater Expenditures and Funding Mechanisms

In April, 2014, the City Council approved the creation of a Stormwater Utility to provide a dedicated funding source to improve known drainage problems and to improve maintenance on existing stormwater facilities. In addition to providing for rapid response work for storm sewer problems, the 2015 Miscellaneous Sanitary & Storm Sewer Improvement Project will address some of items 1 and 2 above.

PROJECT DESCRIPTION:

The 2015 Miscellaneous Sanitary & Storm Sewer Improvement Project will work to resolve sanitary and storm sewer concerns as they are identified through televised inspections and routine maintenance. This project enables the City to perform rapid response work as problems within the sanitary and storm sewer system arise and must be addressed quickly. Having unit bid prices in place for sewer repairs enables the City to move rapidly to address collapsed pipe or sink holes as they are located in the sewer system and before they turn into major public problems. This also reduces the number of emergency time and material repair contracts that must be brought before the City Council.

The 2015 Miscellaneous Sanitary & Storm Sewer Improvement project will repair both storm and sanitary sewers under one contract. All the repair costs at each location will be separated between storm and sanitary improvements and will be paid for under the Sewer Fund (sanitary sewer work) or Stormwater Fund (storm sewer work).

Approximately 75% of the project is expected to be sanitary sewer related and 25% of the project storm sewer related.

BIDDING:

Public Letting Results

The project specifications were prepared by the Public Works Department. The project was advertised Wednesday, May 29, 2015, and bids were opened on Tuesday, June 16, 2015. The results for the letting are as follows:

<u>Bidder</u>	<u>Bid Price</u>	Compared to Engineer's Est.
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		<u>Over/Under</u>
Entler Excavating Company, Inc.	\$373,594.00	7.84%
Burdick Plumbing & Heating Company, Inc.	\$399,990.00	15.46%
Feutz Contractors, Inc.	No Bid	-----
Engineer's Estimate	\$346,425.00	-----

RECOMMENDED AWARD: Three contractors took out bid packages and two contractors submitted a bid proposal for the 2015 Miscellaneous Sanitary & Storm Sewer Improvement Project. Entler Excavating Company, Inc. provided the lowest responsive and responsible bid at 7.84% above the Engineer's Estimate. Entler's original bid was for \$407,589, the rebid amount was less due to a reduction in project quantities. Entler has successfully completed storm and sanitary sewer projects for the City and adheres to the prevailing wage rate requirements of the State of Illinois. The bids were higher than the engineer's estimate largely due to being bid late in the season when most contractors are fully committed to other work. Staff recommends that the City Council approve a contract with Entler Excavating Company to perform the 2015 Miscellaneous Sanitary & Storm Sewer Improvement Project. Contractors for City Projects shall comply with City Code Chapter 28, Article 10, "Minority Participation Goals for Public Works Contracts." Contractors for City projects shall make a good faith effort to comply with the following minimum goals: 1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available; and, 2. Eighteen (18) percent of the total hours worked should be performed by minority workers. Subcontracting is not required for a City project. Entler does not intend to use subcontractors for this project.

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

INPUT FROM OTHER SOURCES:

None

SCHEDULE: Work on this project will begin in July and is to be completed by June 1, 2016

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is currently allocated from the Sanitary Sewer Fund at approximately 75% of the project cost (\$280,195) for sanitary sewer work, and the Stormwater Fund at approximately 25% of the project cost (\$93,399) for storm sewer and drainage work. The Sewer Fund is supported by sanitary sewer user fees and the Stormwater Fund is supported by stormwater utility fees. The total project cost is \$373,594.

Staff Impact: The Capital Improvement Plan has allocated staff time for this project.

The project will begin in July, 2015 and will be completed by June 1, 2016.

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

cc: Entler Excavating Company, Inc.
Burdick Plumbing & Heating Company,
Inc.

COPY:

ATTACHMENTS:

Description	Type
▣ Memorandum - Resolution Accepting a Contract for 2015 Miscellaneous Sanitary & Storm Sewer Improvement Project City Project 2015-09	Cover Memo
▣ Resolution Accepting the Bid	Resolution Letter
▣ Bid Tabulation	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Bright, Debbie	Approved	7/2/2015 - 10:59 AM

Public Works
2015-26

DATE: 6/18/2015

TO: Honorable Mayor McElroy and City Council Members

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

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

cc: Entler Excavating Company, Inc.
Burdick Plumbing & Heating Company, Inc.

COPY:**ATTACHMENTS:**

Description	Type
▢ <u>Resolution Accepting the Bid</u>	Resolution Letter
▢ <u>Bid Tabulation</u>	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Bright, Debbie	Approved	7/2/2015 - 10:59 AM

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A CONTRACT WITH
ENTLER EXCAVATING COMPANY, INC., FOR
2015 MISCELLANEOUS SANITARY & STORM
SEWER IMPROVEMENT PROJECT
CITY PROJECT 2015-09**

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

Section 1. That the tabulation of bids received for City Project 2015-09, 2015 Miscellaneous Sanitary & Storm Sewer Improvement Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Entler Excavating Company, Inc., in the amount of \$373,594 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute a contract between the City of Decatur, Illinois, and Entler Excavating Company, Inc., for said plan, for their bid price of \$373,594.

PRESENTED and ADOPTED this 6th day of July, 2015.

Michael T. McElroy, Mayor

ATTEST:

Debra G. Bright, City Clerk

Project Name: 2015 Miscellaneous Sanitary & Storm Sewer Improvement Project (REBID) Project Number: 2015-09 Bid Date: Tuesday, June 16, 2015 Time: 10:00 A.M. Fund: Sewer Fund and Storm Sewer Fund Organization Code: Sanitary 79487906 and Storm 78487806 Object Code: Sanitary 489030 and Storm 489040				Engineer's Estimate City Engineering Division		Entler Excavating Co., Inc. 819 N Sunnyside Rd Decatur, IL 62522 Ph: 217-428-1865 Fax: 217-428-1895 Stuart Entler, Pres. Karenentlerex@gmail.com		Burdick Plumbing & Heating Company, Inc. 1175 N. 20th Street Decatur, IL 62521 Ph: 217-429-2385 Fax: 217-429-9781 Douglas W. Burdick, Pres. Jeffrey S. Burdick V.P. jeff@burdickplumbing.com	
Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
20800150	TRENCH BACKFILL	600	CU YD	\$35.00	\$21,000.00	\$40.00	\$24,000.00	\$39.00	\$23,400.00
21400100	GRADING & SHAPING DITCHES	200	FOOT	\$5.00	\$1,000.00	\$5.00	\$1,000.00	\$5.50	\$1,100.00
25000100	SEEDING, CLASS 1	2	ACRE	\$3,500.00	\$7,000.00	\$3,500.00	\$7,000.00	\$3,850.00	\$7,700.00
25100105	MULCH, METHOD 1	2	ACRE	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,750.00	\$3,500.00
25100630	EROSION CONTROL BLANKET	30	SQ YD	\$5.00	\$150.00	\$5.00	\$150.00	\$5.50	\$165.00
25200100	SODDING	30	SQ YD	\$30.00	\$900.00	\$30.00	\$900.00	\$35.00	\$1,050.00
28000510	INLET PROTECTION	4	EACH	\$50.00	\$200.00	\$1.00	\$4.00	\$75.00	\$300.00
28000900	FENCH (EROSION CONTROL)	75	FOOT	\$5.00	\$375.00	\$5.00	\$375.00	\$5.00	\$375.00
40800010	BITUMINOUS MATERIALS (PRIME COAT)	100	GAL	\$5.00	\$500.00	\$1.00	\$100.00	\$5.00	\$500.00
40800040	INCIDENTAL BITUMINOUS SURFACING	20	TON	\$300.00	\$6,000.00	\$350.00	\$7,000.00	\$400.00	\$8,000.00
42000100	PORTLAND CEMENT CONCRETE PAVEMENT, 6 INCH	250	SQ YD	\$65.00	\$16,250.00	\$75.00	\$18,750.00	\$75.00	\$18,750.00
42000101	ADDITIONAL DEPTH OF PAVEMENT PER 1 INCH GREATER THAN 6 INCH	500	SQ YD	\$12.00	\$6,000.00	\$12.50	\$6,250.00	\$15.00	\$7,500.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	80	SQ YD	\$85.00	\$6,800.00	\$80.00	\$6,400.00	\$85.00	\$6,800.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	200	SQ FT	\$9.00	\$1,800.00	\$11.00	\$2,200.00	\$15.00	\$3,000.00
44000100	PAVEMENT REMOVAL	400	SQ YD	\$10.00	\$4,000.00	\$15.00	\$6,000.00	\$13.00	\$5,200.00
44000200	DRIVEWAY PAVEMENT REMOVAL	150	SQ YD	\$13.00	\$1,950.00	\$15.00	\$2,250.00	\$15.00	\$2,250.00
44000600	SIDEWALK REMOVAL	200	SQ FT	\$3.00	\$600.00	\$4.00	\$800.00	\$5.00	\$1,000.00
44001700	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	200	FOOT	\$70.00	\$14,000.00	\$75.00	\$15,000.00	\$83.50	\$16,700.00
44213200	SAW CUTS	1,200	FOOT	\$5.00	\$6,000.00	\$5.00	\$6,000.00	\$6.00	\$7,200.00
59300100	CONTROLLED LOW-STRENGTH MATERIAL	50	CU YD	\$85.00	\$4,250.00	\$100.00	\$5,000.00	\$85.00	\$4,250.00
60228110	MANHOLES, SANITARY, 4 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	4	EACH	\$4,250.00	\$17,000.00	\$4,250.00	\$17,000.00	\$4,250.00	\$17,000.00
60228120	MANHOLES, SANITARY, 5 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	2	EACH	\$5,500.00	\$11,000.00	\$5,500.00	\$11,000.00	\$5,500.00	\$11,000.00
60228111	ADDITIONAL DEPTH OF MANHOLE 4 FT-DIAMETER	10	FOOT	\$250.00	\$2,500.00	\$500.00	\$5,000.00	\$250.00	\$2,500.00
60228112	ADDITIONAL DEPTH OF MANHOLE 5 FT-DIAMETER	3	FOOT	\$300.00	\$900.00	\$500.00	\$1,500.00	\$350.00	\$1,050.00
60240220	INLETS, TYPE A, TYPE 1 FRAME AND GRATE	2	EACH	\$2,000.00	\$4,000.00	\$2,250.00	\$4,500.00	\$2,000.00	\$4,000.00
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	2	EACH	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00
60238700	INLETS, TYPE B, TYPE 1, FRAME AND GRATE	2	EACH	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00
60240220	INLETS, TYPE B, TYPE 3, FRAME AND GRATE	2	EACH	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00	\$3,000.00	\$6,000.00
67100100	MOBILIZATION	20	EACH	\$1,500.00	\$30,000.00	\$1,500.00	\$30,000.00	\$2,000.00	\$40,000.00
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	18	EACH	\$750.00	\$13,500.00	\$1,000.00	\$18,000.00	\$1,250.00	\$22,500.00
70102625	TRAFFIC CONTROL AND PROTECTION, STANDARD 701606	8	EACH	\$1,750.00	\$14,000.00	\$2,000.00	\$16,000.00	\$1,750.00	\$14,000.00
Z0001000	SUSPENSION OF WORK	30	HOURL	\$300.00	\$9,000.00	\$450.00	\$13,500.00	\$400.00	\$12,000.00
Z0018900	DOWEL BARS	70	EACH	\$10.00	\$700.00	\$10.00	\$700.00	\$12.50	\$875.00
Z0059500	SEWER,, TYPE 2, 6 INCH	70	FOOT	\$45.00	\$3,150.00	\$50.00	\$3,500.00	\$55.00	\$3,850.00
Z0059600	SEWER, TYPE 2, 8 INCH	100	FOOT	\$60.00	\$6,000.00	\$60.00	\$6,000.00	\$65.00	\$6,500.00
Z0059700	SEWER, TYPE 2, 10 INCH	50	FOOT	\$75.00	\$3,750.00	\$75.00	\$3,750.00	\$80.00	\$4,000.00
Z0059800	SEWER, TYPE 2, 12 INCH	50	FOOT	\$95.00	\$4,750.00	\$95.00	\$4,750.00	\$90.00	\$4,500.00
Z0059900	SEWER, TYPE 2, 15 INCH	20	FOOT	\$110.00	\$2,200.00	\$115.00	\$2,300.00	\$120.00	\$2,400.00
Z0059925	SEWER, TYPE 2, 18 INCH	20	FOOT	\$130.00	\$2,600.00	\$140.00	\$2,800.00	\$145.00	\$2,900.00
Z0059950	SEWER, TYPE 2, 24 INCH	20	FOOT	\$155.00	\$3,100.00	\$150.00	\$3,000.00	\$155.00	\$3,100.00
Z0060900	SEWER, TYPE 3, 6 INCH	20	FOOT	\$55.00	\$1,100.00	\$52.00	\$1,040.00	\$55.00	\$1,100.00
Z0061000	SEWER, TYPE 3, 8 INCH	50	FOOT	\$60.00	\$3,000.00	\$60.00	\$3,000.00	\$70.00	\$3,500.00
Z0061100	SEWER, TYPE 3, 10 INCH	35	FOOT	\$75.00	\$2,625.00	\$75.00	\$2,625.00	\$85.00	\$2,975.00
Z0061200	SEWER, TYPE 3, 12 INCH	25	FOOT	\$90.00	\$2,250.00	\$95.00	\$2,375.00	\$90.00	\$2,250.00

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Z0061500	SEWER, TYPE 3, 15 INCH	25	FOOT	\$115.00	\$2,875.00	\$115.00	\$2,875.00	\$120.00	\$3,000.00
Z0061600	SEWER, TYPE 3, 18 INCH	20	FOOT	\$130.00	\$2,600.00	\$140.00	\$2,800.00	\$145.00	\$2,900.00
Z0061700	SEWER, TYPE 3, 24 INCH	10	FOOT	\$155.00	\$1,550.00	\$150.00	\$1,500.00	\$155.00	\$1,550.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	1	EACH	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
Z0064600	SELECTIVE CLEARING	0.2	ACRE	\$5,000.00	\$1,000.00	\$4,000.00	\$800.00	\$5,000.00	\$1,000.00
XX000541	EXPLORATORY EXCAVATION	20	EACH	\$550.00	\$11,000.00	\$600.00	\$12,000.00	\$600.00	\$12,000.00
XX000551	STABILIZED CONSTRUCTION ENTRANCE (6-INCH)	10	SQ YD	\$100.00	\$1,000.00	\$75.00	\$750.00	\$100.00	\$1,000.00
XX003424	CONNECT TO EXISTING STRUCTURE	15	EACH	\$1,500.00	\$22,500.00	\$1,500.00	\$22,500.00	\$1,500.00	\$22,500.00
XX005486	CONNECT TO EXISTING PIPE (6-12 INCH)	4	EACH	\$150.00	\$600.00	\$300.00	\$1,200.00	\$250.00	\$1,000.00
XX005487	CONNECT TO EXISTING PIPE (15-24 INCH)	1	EACH	\$300.00	\$300.00	\$500.00	\$500.00	\$500.00	\$500.00
XX005488	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (6-8 INCH)	15	EACH	\$550.00	\$8,250.00	\$500.00	\$7,500.00	\$600.00	\$9,000.00
XX005489	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (12-15 INCH)	12	EACH	\$650.00	\$7,800.00	\$700.00	\$8,400.00	\$750.00	\$9,000.00
XX005490	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (18-24 INCH)	7	EACH	\$950.00	\$6,650.00	\$950.00	\$6,650.00	\$1,500.00	\$10,500.00
XX004209	SANITARY SERVICE CONNECTION	8	EACH	\$600.00	\$4,800.00	\$750.00	\$6,000.00	\$1,000.00	\$8,000.00
XX005719	FILLING EXISTING SANITARY SEWER <15 INCH	20	FOOT	\$30.00	\$600.00	\$30.00	\$600.00	\$65.00	\$1,300.00
	TOTAL BIDS (AS CORRECTED)				\$346,425.00		\$373,594.00		\$399,990.00
	Percent Over Under ENGINEER'S ESTIMATE						7.84%		15.46%


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

6-17-15
Date

Public Works
2015-27

DATE: 6/24/2015

TO: Honorable Mayor McElroy and City Council Members

FROM: Richard G. Marley, P.E., Public Works Director

SUBJECT: Resolution Authorizing a Water Service Agreement for 4333 North Taylor Avenue

SUMMARY RECOMMENDATION: It is recommended by staff that the City Council approve the attached resolution authorizing a Water Service Agreement between the City of Decatur and the property owners for 4333 North Taylor Avenue.

BACKGROUND:

The City of Decatur extended a 16 inch water main along North Taylor Avenue as part of a phased approach toward creating a water main interconnection on the northwest side of the City of Decatur between Oakland Avenue and West Mound Road. As is typical with these extensions, residents periodically request permission to tap into these water lines to service properties which are located outside of the City limits and existing water agreement areas. To service properties outside of the City limits, a Water Service Agreement must be entered into between the City and the property owners.

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

INPUT FROM OTHER SOURCES: None

SCHEDULE:

If approved, the owners will pay all applicable tapping fees and permits prior to connection to the city water main by a licensed plumber.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Water rates for those properties outside of the City are double the normal rate paid by customers located within the corporate limits. In addition, when these properties become contiguous to the corporate limits, they are required to annex to the City.

Staffing Impact: No additional staffing i m p a v i d be realized by this agreement.

STAFF REFERENCE: David Horn, Supervisor of Technical Services, at 217-424-2747. Mr. Marley will be in attendance at the City Council meeting to answer any questions of the Council on this item. This Memorandum was prepared by David A. Hom.

ATTACHMENTS:

Description	Type
Memorandum - Resolution Authorizing a	
▣ Water Service Agreement for 4333 N Taylor Avenue	Cover Memo
▣ Water Service Agreement 2015-27	Cover Memo
▣ Resolution 2015-27	Cover Memo
▣ GIS MAP	Cover Memo
▣ Location Map	Cover Memo
▣ Boundary Map	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Marley, Richard	Approved	7/2/2015 - 10:12 AM
City Manager	Tyus, Billy	Approved	7/2/2015 - 10:20 AM
City Manager	Gleason, Tim	Approved	7/2/2015 - 10:21 AM

Public Works
2015-27

DATE: 6/24/2015

TO: Honorable Mayor McElroy and City Council Members

FROM: Richard G. Marley, P.E., Public Works Director

SUBJECT: Resolution Authorizing a Water Service Agreement for 4333 North Taylor Avenue

SUMMARY RECOMMENDATION: It is recommended by staff that the City Council approve the attached resolution authorizing a Water Service Agreement between the City of Decatur and the property owners for 4333 North Taylor Avenue.

BACKGROUND:

The City of Decatur extended a 16 inch water main along North Taylor Avenue as part of a phased approach toward creating a water main interconnection on the northwest side of the City of Decatur between Oakland Avenue and West Mound Road. As is typical with these extensions, residents periodically request permission to tap into these water lines to service properties which are located outside of the City limits and existing water agreement areas. To service properties outside of the City limits, a Water Service Agreement must be entered into between the City and the property owners.

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

INPUT FROM OTHER SOURCES: None

SCHEDULE:

If approved, the owners will pay all applicable tapping fees and permits prior to connection to the city water main by a licensed plumber.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Water rates for those properties outside of the City are double the normal rate paid by customers located within the corporate limits. In addition, when these properties become contiguous to the corporate limits, they are required to annex to the City.

Staffing Impact: No additional staffing impact will be realized by this agreement.

STAFF REFERENCE: David Hom, Supervisor of Technical Services, at 217-424-2747. Mr. Marley will be in attendance at the City Council meeting to answer any questions of the Council on this item. This Memorandum was prepared by David A. Hom.

ATTACHMENTS:

Description	Type
□ <u>Water Service Agreement 2015-27</u>	Cover Memo
□ <u>Resolution 2015-27</u>	Cover Memo
□ <u>GIS MAP</u>	Cover Memo
□ <u>Location Map</u>	Cover Memo
□ <u>Boundary Map</u>	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Marley, Richard	Approved	7/2/2015 - 10:12 AM
City Manager	Tyus, Billy	Approved	7/2/2015 - 10:20 AM
City Manager	Gleason, Tim	Approved	7/2/2015 - 10:21 AM

WATER SERVICE AGREEMENT

For and in consideration of the undertakings and covenants set out herein, it is agreed by and between the Owner(s) of the premises described at paragraph 8 hereof, and which person or persons are signatory hereto, ("Owner"), and THE CITY OF DECATUR, ILLINOIS, ("City"), as follows:

1. The provisions of this Agreement, and the installation, operation and use of the water service authorized hereby, are expressly made subject to all applicable provisions of codes, ordinances, rules and regulations of City, and Owner agrees to comply therewith.

2. After completion of the construction of a water main by the City in the street or roadway adjacent to the premises described herein, and upon obtaining a tapping permit in the customary manner followed by the City for premises within its corporate limits, Owner may tap said water main of City and connect a water service thereto to furnish residential service only to said premises.

3. Said tap, connection and service shall be made and installed by a licensed plumber.

4. The water furnished by City shall only be used for domestic purposes and only upon the premises described herein.

5. At such time as said premises become contiguous to the corporate limits of City, the then owner of said premises shall, within ninety (90) days after receiving notice from City thereof, petition to annex the same to the City. If a petition is not received within the time period, or the property is not annexed as a result of the petition, water service will be immediately terminated without further notice.

6. This agreement shall terminate upon the failure by Owner to comply with any provision hereof or with any applicable provision of City Code, ordinances, rules or regulations, or upon the annexation of said premises to the City, and may be terminated by either party upon six (6) months notice by certified mail to the City, or to 4333 N TAYLOR AVE (_____)
----- if to the Owner.

7. This Agreement is intended for the benefit of said premises as well as the current owner and occupant thereof and to said end shall be binding upon and inure to the benefits of said owner and his successors in title.

8. The premises referred to herein, and to which the terms, conditions and provisions of this Agreement apply, are legally described as follows:

4333NTAYLORAVE

THE N 200' OF THE S 664' OF THE E 230' OF THE SE 1/4 OF THE NW 1/4 OF SEC 28-17-2E

Dated this **15th** day of **June, 2015**.

SIGNED:

Larry L. Luka
Owner (Signature)

LARRY L. LUKA
Owner (Printed)

Ann Luka
Owner (Signature)

Ann Luka
Owner (Printed)

Address: **d 33** **tiJ. AsJ /J!H** **Decatur** **62526**

THE CITY OF DECATUR, ILLINOIS

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A WATER SERVICE AGREEMENT WITH
4333 North Taylor Avenue**

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

Section 1. That the agreement for water service outside of the corporate limits presented to the Council herewith, between the City of Decatur, Illinois, and the owners of the premises commonly known as 4333 North Taylor Avenue, be, and the same hereby is, received, placed on file and approved.

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

PRESENTED and ADOPTED this 6th day of July, 2015.

Michael T. McElroy, Mayor

ATTEST:

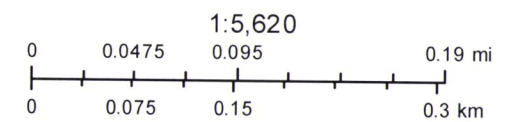
Debbie Bright, City Clerk

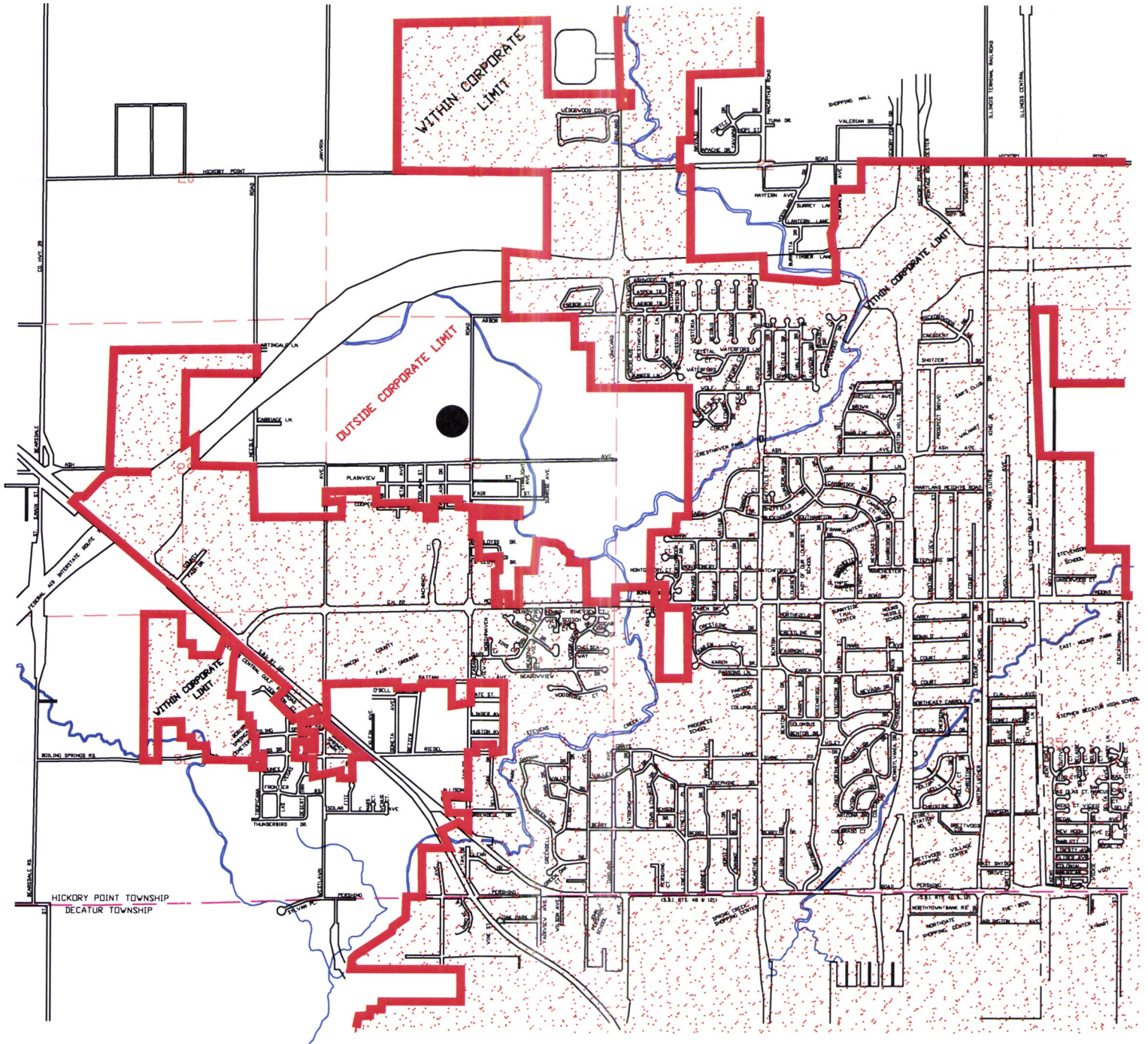
Decatur Engineering GIS



June 30, 2015

- Sanitary
- Stormwater
- Combined
- Sanitary





LOCATION OF REQUESTED WATER SERVICE AGREEMENT
4333 NORTH TAYLOR ROAD



indicates location of proposed water agreement



indicates existing corporate limits



N.T.S.

-  indicates existing water service agreements
 indicates territory annexed
 indicates existing corporate limits
 indicates existing water main

Water Management
2015-09

DATE: 6/24/2015

TO: Honorable Mayor McElroy and City Council

**FROM: Tim Gleason, City Manager
Keith Alexander, Director of Water Management
Jerry Stevens, Engineering Services Coordinator**

SUBJECT: Annual Water Main Replacement Project, City Project 2015-10

SUMMARY RECOMMENDATION: City Council approve the attached resolution awarding the contract for the Annual Water Main Replacement Project, City Project 2015-10, to Burdick Plumbing & Heating Company, Inc. in the amount of \$1,246,190 and that the Mayor be authorized to execute the contract, and the City Clerk attest.

PROJECT DESCRIPTION:

The City's Annual Water Main Replacement project targets water main segments throughout the City experiencing high rates of main breaks or that require extensive repairs. The Water Management Department tracks each repair made to determine which water mains need to be replaced on a priority basis as funding allows. Due to the revenue enhancement created by the implementation of the Reliable Water Supply Program in 2013, there is currently adequate funding available to cover these critical water main replacements compared to the average for the years 2011 to 2014.

This year's proposed project is the Forest Crest Subdivision in the southwest quadrant of the City. A location map is attached.

St. Louis Bridge Road: Since 1980 there have been 79 main breaks in the Forest Crest Subdivision area. Of these, 27 were on St. Louis Bridge Road with 13 in the last 3 years. These mains, laid in the 1960's, do not have an interior cement lining nor exterior protective coating that new ductile iron water mains have. The mains failed due to unusual soil conditions that promoted exterior corrosion causing the pipe to weaken and fail. This year's project replaces the existing 6" main with new 8" ductile iron pipe with a polyethylene exterior envelope to further protect the pipe from corrosive soils. New ductile iron pipe is predicted to have a service life of 50 years with polyethylene envelopes adding another 50 years for a total of 100.

File Drive, Alice Lane and Baker Drive: This portion of the project replaces a segment of 6" water main with a new 8" main extending from St. Louis Bridge Road south to

Alice Drive and directionally boring a new water main under a small creek on File Drive. Of the 79 main breaks in the subdivision, 19 were on Alice Drive, 13 were on File Drive and 7 on Baker Drive. Alternate Bid No. 1 is to construct a new main along Baker Drive.

Forest Crest Drive: The Forest Crest Drive water main was replaced in 2012 and will be connected to the new water main on Alice Drive and St. Louis Bridge Road.

BIDDING:

Plans and specifications were prepared by Water Management and Public Works. The project was rebid on May 29, 2015 so that the scope of services could be modified from the original bid specifications. Bids were opened on June 16, 2015. The rebid amount is slightly higher than the original bid amount. The bid tabulation is attached. Bid summary:

<u>Bidder</u>	<u>Base Bid</u>	<u>Alternate Bid No. 1</u>	<u>Base Bid + Alternate Bid</u>	<u>Compared to Engineer's Estimate Over (- Under)</u>
Burdick Plumbing & Heating Company, Inc.	\$1,032,990	\$213,200	\$1,246,190	8.26%
Engineer's Estimate	\$975,950	\$175,200	\$1,151,150	

RECOMMENDED AWARD:Burdick Plumbing & Heating Company submitted the only bid for this project. It is a qualified bid that meets all the specifications for the proposed work. The firm has satisfactorily completed numerous capital projects for the City. Staff recommends that the City Council award the Base Bid and Alternate Bid No. 1 totaling \$1,246,190 to Burdick Plumbing & Heating Company, Inc.

POTENTIAL OBJECTIONS: None known.

INPUT FROM OTHER SOURCES: None.

BUDGET/TIME IMPLICATIONS: Funding for this project is allocated in the Water Capital Fund. The project is scheduled to begin in July and end in December.

STAFF REFERENCE: Keith Alexander, Director of Water Management, (217-424-2863) and Jerry Stevens, Engineering Services Coordinator (217-424-2833)

COPY:

Jeffrey Burdick, Burdick Plumbing & Heating Company, Inc.
Randy Miller, Water Services Manager

ATTACHMENTS:

Description	Type
▣ Memorandum Annual Water Main Replacement City Project 0215-10	Cover Memo
▣ Resolution	Resolution Letter
▣ Location Map	Backup Material
▣ Bid Tabulation	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Water Management	Alexander, Keith	Approved	6/25/2015 - 2:39 PM
City Manager	Tyus, Billy	Approved	7/1/2015 - 4:43 PM
City Manager	Gleason, Tim	Approved	7/2/2015 - 9:51 AM

Water Management
2015-09

DATE: 6/24/2015

TO: Honorable Mayor McElroy and City Council

FROM: Tim Gleason, City Manager
Keith Alexander, Director of Water Management
Jerry Stevens, Engineering Services Coordinator

SUBJECT: Annual Water Main Replacement Project, City Project 2015-10

SUMMARY RECOMMENDATION: City Council approve the attached resolution awarding the contract for the Annual Water Main Replacement Project, City Project 2015-10, to Burdick Plumbing & Heating Company, Inc. in the amount of \$1,246,190 and that the Mayor be authorized to execute the contract, and the City Clerk attest.

PROJECT DESCRIPTION:

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POTENTIAL OBJECTIONS: None known.

INPUT FROM OTHER SOURCES: None.

BUDGET/TIME IMPLICATIONS: Funding for this project is allocated in the Water Capital Fund. The project is scheduled to begin in July and end in December.

STAFF REFERENCE: Keith Alexander, Director of Water Management, (217-424-2863) and Jerry Stevens, Engineering Services Coordinator (217-424-2833)

COPY:

Jeffrey Burdick, Burdick Plumbing & Heating Company, Inc.
Randy Miller, Water Services Manager

ATTACHMENTS:

Description	Type
▢ <u>Resolution</u>	Resolution Letter
▢ <u>Location Map</u>	Backup Material
▢ <u>Bid Tabulation</u>	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Water Management	Alexander, Keith	Approved	6/25/2015 - 2:39 PM
City Manager	Tyus, Billy	Approved	7/1/2015 - 4:43 PM
City Manager	Gleason, Tim	Approved	7/2/2015 - 9:51 AM

RESOLUTION NO. 2015 - _____

**RESOLUTION APPROVING AN AGREEMENT WITH
BURDICK PLUMBING AND HEATING COMPANY, INC.
FOR THE 2015 ANNUAL WATER MAIN REPLACEMENT PROJECT,
FOREST CREST SUBDIVISION CITY PROJECT 2015-10**

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

Section 1. That the bid received for City Project 2015-10, 2015 Annual Water Main Replacement Project - Forest Crest Subdivision, be presented to the Council herewith between Burdick Plumbing & Heating Company, Inc. and the City of Decatur, Illinois be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute, seal and attest said Contract in the amount of \$1,246,190.00 on behalf of the City.

PRESENTED and ADOPTED this 6th day of July, 2015.

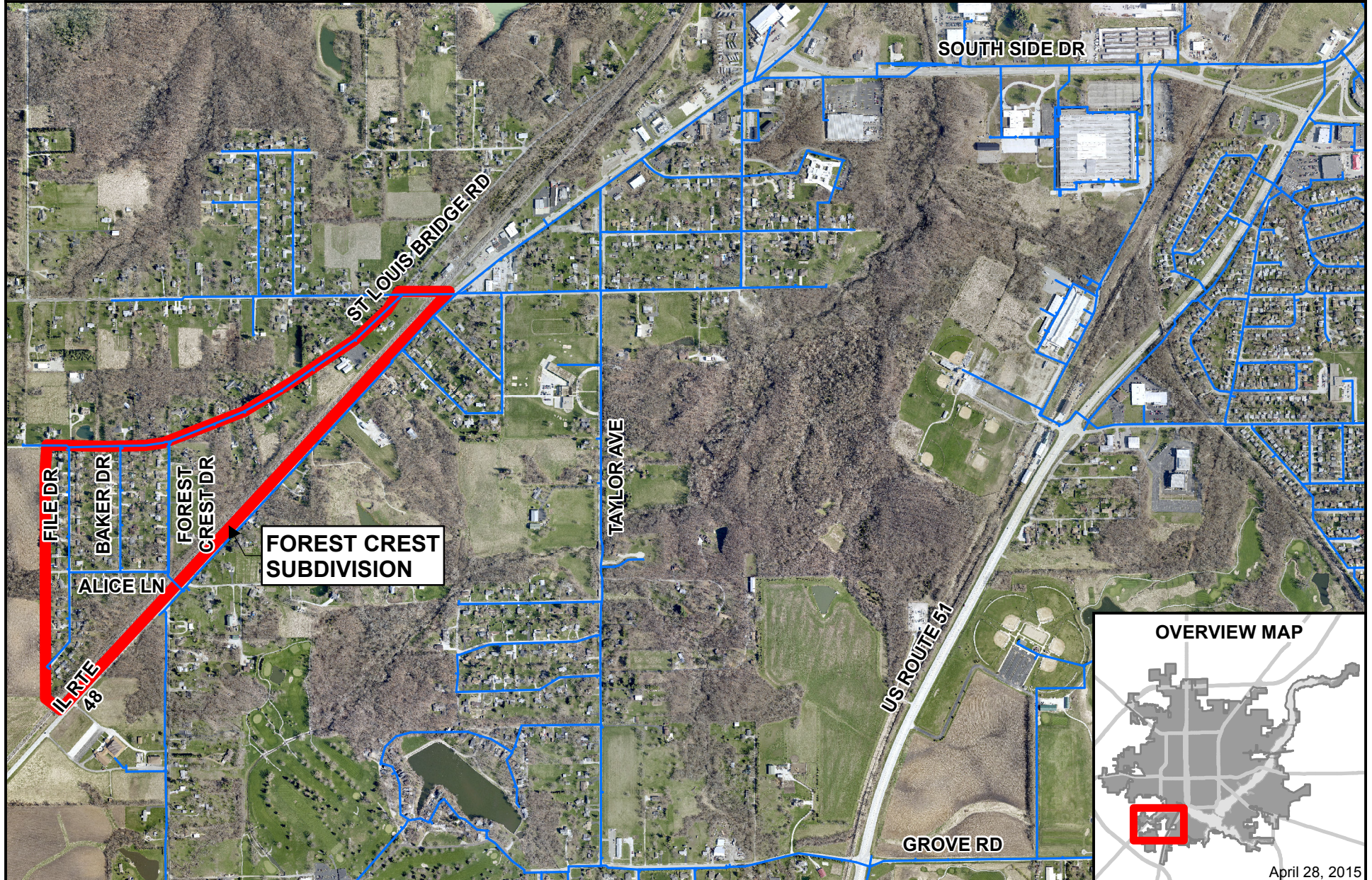
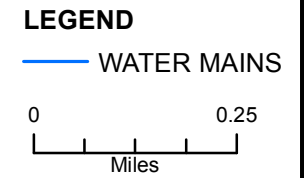
Michael T. McElroy, Mayor

ATTEST:

Debbie Bright, City Clerk



ANNUAL WATER MAIN REPLACEMENT PROJECT 2015-10 FOREST CREST SUBDIVISION CITY OF DECATUR



**Project Name: Annual Water Main Replacement Project
Forest Crest Subdivision (REBID)**

Project Number: 2015-10

Bid Date: Tuesday, June 16, 2015

Time: 10:00 A.M.

Fund: Water Non Lake Capital

Organization Code: 81808118

Object Code: 488800

Engineer's Estimate

**City
Water Management
Department**

**Burdick Plumbing &
Heating Company, Inc.
1175 North 20th Street
Decatur, IL 62521**

**Ph: 217-429-2385
Fax: 217-429-9781**

**Douglas W. Burdick, Pres.
Jeffrey S. Burdick
jeff@burdickplumbing.com**

Item No.	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total
1	6 INCH POLYWRAPPED D.I.P. WATER MAIN	200	FEET	\$50.00	\$10,000.00	\$35.00	\$7,000.00
2	8 INCH POLYWRAPPED D.I.P. WATER MAIN	5,500	FEET	\$60.00	\$330,000.00	\$42.00	\$231,000.00
3	12 INCH POLYWRAPPED D.I.P. WATER MAIN	960	FEET	\$75.00	\$72,000.00	\$68.00	\$65,280.00
4	10 INCH HDPE PIPE WATER MAIN DIRECTIONAL BORED	180	FEET	\$150.00	\$27,000.00	\$130.00	\$23,400.00
5	10 INCH HDPE TO 10 INCH D.I.P. COUPLING	2	EACH	\$400.00	\$800.00	\$500.00	\$1,000.00
6	10 INCH X 8 INCH D.I.P. REDUCER, MJ	2	EACH	\$400.00	\$800.00	\$500.00	\$1,000.00
7	12 INCH X 8 INCH TAPPING SLEEVE AND VALVE WITH VALVE BOX	1	EACH	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00
8	12 INCH VALVE, MJ WITH VALVE BOX	2	EACH	\$4,000.00	\$8,000.00	\$5,000.00	\$10,000.00
9	12 INCH 45 DEGREE BENDS, MJ	1	EACH	\$400.00	\$400.00	\$600.00	\$600.00
10	12 INCH 22.5 DEGREE BENDS, MJ	2	EACH	\$400.00	\$800.00	\$600.00	\$1,200.00
11	12 INCH X 6 INCH TEE WITH ROTATABLE GLAND, MJ	2	EACH	\$600.00	\$1,200.00	\$1,000.00	\$2,000.00
12	12 INCH X 8 INCH REDUCER, MJ	1	EACH	\$400.00	\$400.00	\$1,000.00	\$1,000.00
13	12 INCH X 6 INCH REDUCER, MJ	1	EACH	\$400.00	\$400.00	\$1,000.00	\$1,000.00
14	12 INCH X 12 TEE, MJ	1	EACH	\$500.00	\$500.00	\$1,250.00	\$1,250.00
15	12 INCH X 8 INCH TEE, MJ	2	EACH	\$400.00	\$800.00	\$1,000.00	\$2,000.00
16	12 INCH SLEEVE, MJ	1	EACH	\$400.00	\$400.00	\$600.00	\$600.00
17	12 INCH PLUG, MJ	1	EACH	\$200.00	\$200.00	\$500.00	\$500.00
18	12 INCH GRIP RING ACCESSORY KITS	20	EACH	\$250.00	\$5,000.00	\$250.00	\$5,000.00
19	10 INCH GRIP RING ACCESSORY KITS	2	EACH	\$200.00	\$400.00	\$200.00	\$400.00
20	10 INCH SERVICE SADDLES	2	EACH	\$400.00	\$800.00	\$400.00	\$800.00
21	8 INCH VALVE, MJ WITH VALVE BOX	8	EACH	\$2,500.00	\$20,000.00	\$2,500.00	\$20,000.00
22	8 INCH 45 DEGREE BENDS, MJ	7	EACH	\$300.00	\$2,100.00	\$400.00	\$2,800.00
23	8 INCH 22.5 DEGREE BENDS, MJ	4	EACH	\$300.00	\$1,200.00	\$400.00	\$1,600.00
24	8 INCH X 8 INCH TEE, MJ	2	EACH	\$400.00	\$800.00	\$450.00	\$900.00
25	8 INCH X 6 INCH TEE, MJ	1	EACH	\$400.00	\$400.00	\$450.00	\$450.00
26	8 INCH GRIP RING ACCESSORY KITS	30	EACH	\$200.00	\$6,000.00	\$200.00	\$6,000.00
27	8 INCH FIELD LOCKS	12	EACH	\$150.00	\$1,800.00	\$180.00	\$2,160.00
28	8 INCH X 6 INCH TEE WITH ROTATABLE GLAND, MJ	13	EACH	\$400.00	\$5,200.00	\$650.00	\$8,450.00
29	8 INCH PLUG, MJ	2	EACH	\$200.00	\$400.00	\$300.00	\$600.00
30	6 INCH VALVE, MJ WITH VALVE BOX	16	EACH	\$2,000.00	\$32,000.00	\$1,500.00	\$24,000.00
31	6 INCH SLEEVE	1	EACH	\$200.00	\$200.00	\$400.00	\$400.00
32	6 INCH CAP, MJ	2	EACH	\$200.00	\$400.00	\$300.00	\$600.00
33	6 INCH GRIP RING ACCESSORY KITS	10	EACH	\$150.00	\$1,500.00	\$150.00	\$1,500.00
34	FIRE HYDRANT	15	EACH	\$2,500.00	\$37,500.00	\$4,500.00	\$67,500.00
35	1-1/2 INCH X 50 FT WATER SERVICE (LONG) W/CURB STOP AND CORP	1	EACH	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00
36	1 INCH X 10 FT WATER SERVICE (SHORT) W/CURB STOP AND CORP	36	EACH	\$1,000.00	\$36,000.00	\$1,500.00	\$54,000.00
37	1 INCH X 50 FT WATER SERVICE (LONG) W/CURB STOP AND CORP, BORED	29	EACH	\$1,500.00	\$43,500.00	\$3,300.00	\$95,700.00

**Project Name: Annual Water Main Replacement Project
Forest Crest Subdivision (REBID)**

Project Number: 2015-10

Bid Date: Tuesday, June 16, 2015

Time: 10:00 A.M.

Fund: Water Non Lake Capital

Organization Code: 81808118

Object Code: 488800

Engineer's Estimate

**City
Water Management
Department**

**Burdick Plumbing &
Heating Company, Inc.
1175 North 20th Street
Decatur, IL 62521**

**Ph: 217-429-2385
Fax: 217-429-9781**

**Douglas W. Burdick, Pres.
Jeffrey S. Burdick**

jeff@burdickplumbing.com

Item No.	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total
38	REMOVE FIRE HYDRANT AND ABANDON EXISTING VALVE	14	EACH	\$750.00	\$10,500.00	\$800.00	\$11,200.00
39	ABANDON EXISTING VALVE	8	EACH	\$500.00	\$4,000.00	\$600.00	\$4,800.00
40	TRENCH BACKFILL	3,300	TONS	\$20.00	\$66,000.00	\$27.00	\$89,100.00
41	PIPE CULVERT REMOVAL	400	FEET	\$10.00	\$4,000.00	\$10.00	\$4,000.00
42	CORRUGATED STEEL CULVERT PIPE, 12 INCH	800	FEET	\$25.00	\$20,000.00	\$45.00	\$36,000.00
43	END SECTIONS	80	EACH	\$150.00	\$12,000.00	\$250.00	\$20,000.00
44	PAVEMENT SAW CUTS	400	FEET	\$10.00	\$4,000.00	\$4.00	\$1,600.00
45	DRIVEWAY PAVEMENT REMOVAL	400	SQ YD	\$10.00	\$4,000.00	\$18.00	\$7,200.00
46	CLASS D PATCHES, 3 INCH	250	SQ YD	\$100.00	\$25,000.00	\$80.00	\$20,000.00
47	CLASS D PATCHES, 5 INCH	100	SQ YD	\$100.00	\$10,000.00	\$110.00	\$11,000.00
48	PCC DRIVEWAY PAVEMENT, 6 INCH	20	CU YD	\$200.00	\$4,000.00	\$350.00	\$7,000.00
49	STONE DUMPED RIPRAP, RR2	120	SQ YD	\$50.00	\$6,000.00	\$5.00	\$600.00
50	GRADING AND SHAPING DITCHES	6,500	FEET	\$3.00	\$19,500.00	\$3.50	\$22,750.00
51	INLET AND PIPE PROTECTION	40	EACH	\$200.00	\$8,000.00	\$60.00	\$2,400.00
52	TEMPORARY EROSION CONTROL SEEDING	200	POUND	\$6.00	\$1,200.00	\$5.00	\$1,000.00
53	CLEARING AND GRUBBING	0.2	ACRE	\$25,000.00	\$5,000.00	\$7,500.00	\$1,500.00
54	SEEDING, CLASS 1 (LAWN MIXTURE)	2.5	ACRE	\$4,000.00	\$10,000.00	\$5,500.00	\$13,750.00
55	NITROGEN FERTILIZER NUTRIENT	200	POUND	\$6.00	\$1,200.00	\$3.00	\$600.00
56	PHOSPHORUS FERTILIZER NUTRIENT	200	POUND	\$6.00	\$1,200.00	\$3.00	\$600.00
57	POTASSIUM FERTILIZER NUTRIENT	200	POUND	\$6.00	\$1,200.00	\$3.00	\$600.00
58	MULCH, METHOD 2	2.5	ACRE	\$2,000.00	\$5,000.00	\$2,000.00	\$5,000.00
59	EXPLORATION EXCAVATIONS	30	EACH	\$400.00	\$12,000.00	\$700.00	\$21,000.00
60	TRAFFIC CONTROL	1	LSUM	\$2,000.00	\$2,000.00	\$12,500.00	\$12,500.00
61	MOBILIZATION	1	LSUM	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
62	WHITE ROCK	100	TONS	\$20.00	\$2,000.00	\$30.00	\$3,000.00
63	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1	LSUM	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
64	16 INCH SLEEVES	50	FEET	\$100.00	\$5,000.00	\$100.00	\$5,000.00
65	CUT AND CAP OLD 6 INCH MAIN, REMOVE VALVE BOX	1	EACH	\$750.00	\$750.00	\$600.00	\$600.00

ALTERNATE BID ITEMS

A-1	8 INCH POLYWRAPPED D.I.P. WATER MAIN	1,200	FEET	\$60.00	\$72,000.00	\$50.00	\$60,000.00
A-2	8 INCH X 6 INCH TEE WITH ROTATABLE GLAND, MJ	2	EACH	\$400.00	\$800.00	\$1,000.00	\$2,000.00
A-3	6 INCH VALVE, MJ WITH VALVE BOX	2	EACH	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00
A-4	FIRE HYDRANT	2	EACH	\$2,500.00	\$5,000.00	\$5,000.00	\$10,000.00
A-5	1 INCH X 10 FT WATER SERVICE (SHORT)	9	EACH	\$1,000.00	\$9,000.00	\$1,800.00	\$16,200.00
A-6	1 INCH X 50 FT WATER SERVICE (LONG) W/CURB STOP AND CORP, BORED	9	EACH	\$1,500.00	\$13,500.00	\$3,800.00	\$34,200.00
A-7	REMOVE FIRE HYDRANT AND ABANDON	2	EACH	\$750.00	\$1,500.00	\$1,000.00	\$2,000.00
A-8	CLASS D PATCHES, 3 INCH	150	SQ YD	\$100.00	\$15,000.00	\$100.00	\$15,000.00
A-9	CLASS D PATCHES, 5 INCH	200	SQ YD	\$100.00	\$20,000.00	\$110.00	\$22,000.00
A-10	PAVEMENT SAW CUTS	400	FEET	\$10.00	\$4,000.00	\$6.00	\$2,400.00

Project Name: Annual Water Main Replacement Project
Forest Crest Subdivision (REBID)

Project Number: 2015-10

Bid Date: Tuesday, June 16, 2015

Time: 10:00 A.M.

Fund: Water Non Lake Capital

Organization Code: 81808118

Object Code: 488800

Engineer's Estimate

City
Water Management
Department

Burdick Plumbing &
Heating Company, Inc.
1175 North 20th Street
Decatur, IL 62521

Ph: 217-429-2385

Fax: 217-429-9781

Douglas W. Burdick, Pres.

Jeffrey S. Burdick

jeff@burdickplumbing.com

Item No.	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total
A-11	DRIVEWAY SAW CUTS	100	FEET	\$10.00	\$1,000.00	\$6.00	\$600.00
A-12	TRENCH BACKFILL	200	TONS	\$20.00	\$4,000.00	\$30.00	\$6,000.00
A-13	PIPE CULVERT REMOVAL	200	FEET	\$10.00	\$2,000.00	\$9.00	\$1,800.00
A-14	CORRUGATED STEEL CULVERT PIPE, 12 INCH	200	FEET	\$25.00	\$5,000.00	\$48.00	\$9,600.00
A-15	END SECTIONS	20	EACH	\$150.00	\$3,000.00	\$275.00	\$5,500.00
A-16	GRADING AND SHAPING DITCHES	1,200	FEET	\$3.00	\$3,600.00	\$5.00	\$6,000.00
A-17	SEEDING, CLASS 1 (LAWN MIXTURE)	1.5	ACRE	\$4,000.00	\$6,000.00	\$6,000.00	\$9,000.00
A-18	MULCH, METHOD 2	1.5	ACRE	\$2,000.00	\$3,000.00	\$3,000.00	\$4,500.00
A-19	NITROGEN FERTILIZER NUTRIENT	100	POUND	\$6.00	\$600.00	\$3.00	\$300.00
A-20	PHOSPHORUS FERTILIZER NUTRIENT	100	POUND	\$6.00	\$600.00	\$3.00	\$300.00
A-21	POTASSIUM FERTILIZER NUTRIENT	100	POUND	\$6.00	\$600.00	\$3.00	\$300.00
A-22	WHITE ROCK	50	TONS	\$20.00	\$1,000.00	\$30.00	\$1,500.00
	TOTAL BASE BIDS (AS CORRECTED)				\$975,950.00		\$1,032,990.00
	Percent Over Under ENGINEER'S ESTIMATE						5.84%
	TOTAL ALTERNATE BIDS (AS CORRECTED)				\$175,200.00		\$213,200.00
	Percent Over Under ENGINEER'S ESTIMATE						21.69%
	TOTAL BASE BIDS + ALTERNATE BIDS (AS CORRECTED)				\$1,151,150.00		\$1,246,190.00
	Percent Over Under ENGINEER'S ESTIMATE						8.26%

Jerald W. Stevens, P.E., Eng. SVCS Coordinator

Date

Financial Management
Financial Management Department 2015-08

DATE: 7/1/2015

TO: Honorable Mayor Michael T. McElroy and City Council Members

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

SUBJECT: Natural Gas Supply Contract

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached resolution, which authorizes the City Manager to award a Natural Gas Supply Service contract. The updated resolution will be presented to Council at the July 6th meeting, the day proposed natural gas pricing is received from the potential vendors.

PRIOR COUNCIL ACTION: At the City Council meeting on July 16th, 2012, the City Council approved Council Resolution R2012-141 authorizing the City Manager to enter into a three (3) year agreement with Mid American Energy commencing on August 1, 2012. The current City contract for natural gas will expire on July 31, 2015.

BACKGROUND:

In order to affect the award of a new natural gas purchase agreement, a request for proposal was sent to seven natural gas suppliers.

The process included a pre-qualification phase whereby suppliers were required to submit contract terms for review and agreement by the City in advance of price offering submissions.

Three suppliers have been approved to submit pricing to be received the afternoon of July 6th. They are Constellation Energy Services, Direct Energy Business Marketing, LLC, and MidAmerican Energy Company (the current supplier).

Upon receipt of the final bids, the City will select a vendor and present the vendor selection to the City Council in Resolution form authorizing the City Manager to execute a contract with the selected vendor.

Terms of the contract and contract price will be available at the Council meeting.

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

INPUT FROM OTHER SOURCES: CQI Associates (City energy purchasing advisor) was engaged in consulting services for the RFP and vendor selection process.

BUDGET/TIME IMPLICATIONS: None.

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

ATTACHMENTS:

Description	Type
▣ Resolution MidAmerican Energy Company	Resolution Letter
▣ Agreement MidAmerican Energy	Resolution Letter

REVIEWERS:

Department	Reviewer	Action	Date
Financial Management	Bright, Debbie	Approved	7/2/2015 - 11:00 AM

RESOLUTION NO. R2015 -

**RESOLUTION AUTHORIZING CITY MANAGER
TO EXECUTE A CONTRACT WITH
MIDAMERICAN ENERGY COMPANY
FOR NATURAL GAS SUPPLY SERVICES**

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

Section 1. That the contract presented to the City Council herewith between the City of Decatur Illinois, and MidAmerican Energy Company be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager and the City Clerk be, and they are hereby, authorized and directed to sign said contract in substantially the same form as presented on behalf of the City of Decatur, Illinois.

PRESENTED and ADOPTED this 6th day of July, 2015.

MICHAEL T. MCELROY, MAYOR

ATTEST:

CITY CLERK

PROPOSAL DOCUMENTS

FOR

Natural Gas Supply & Management Services

City of Decatur
Natural Gas Supply Services - 2015

Response to Request for Proposal
June 17, 2015

MidAmerican Energy Company
Unregulated Retail Services
4299 NW Urbandale Drive
Urbandale, IA 50322-7916

Ann Harris
Account Executive
Unregulated Retail Services

MidAmerican Energy
320 Le Claire Street
Davenport, IA 52801

800-432-8574
www.midamericanchoice.com

563-333-8570 Telephone
amharris@midamerican.com





June 17, 2015

City of Decatur Illinois
Gregg Zientara
#1 Gary K Anderson Plaza
Decatur, Illinois 62523-1106

Dear Mr. Zientara:

Please refer to the enclosed response to the City of Decatur Proposal-Natural Gas Supply and Management Services. These documents outline MidAmerican Energy Company's qualifications and operational procedures.

Primary Contact Information

Ann Harris
Account Executive
Unregulated Retail Services
MidAmerican Energy Company

320 Le Claire St.
P.O. Box 4350
Davenport, IA 52801

Office: 563-333-8570
Fax: 563-333-8747
Cell: 563-343-1250
Email: amharris@midamerican.com

MidAmerican has built a retail service organization based on the utmost commitment to customer service and attention to deal. We appreciate the opportunity to present information about our organization and the service we can provide for the City of Decatur.

Sincerely,

Jack P. Kelleher
Vice President
Unregulated Retail Services
MidAmerican Energy Company

Qualifications
MidAmerican Energy Company
June 17, 2015

Proof of eligibility to conduct business in the State of Illinois to provide Natural Gas Supply Services.

MidAmerican Energy Company is a wholly owned subsidiary of MidAmerican Energy Holdings Company, an organization with revenues exceeding \$11.1 billion and with more than \$46 billion in assets. Incorporated in July 1994 upon the completed merger of two predecessor utilities, MidAmerican provides regulated electric and natural gas service to 1.4 million customers in Illinois, Iowa, South Dakota and Nebraska. MidAmerican maintains a strong reputation for reliable energy and high customer service ratings.

As several energy markets opened for competition, MidAmerican leveraged its expertise and highly trained staff to build a retail service organization. Operating as a separate division within the utility since 1999, the unregulated retail services division provides electric and natural gas service to customers in deregulated markets across the country. With a strong track record for exceptional customer care, energy acquisition and load scheduling, MidAmerican's portfolio includes approximately 20,000 retail commercial and industrial customers with an annual electric portfolio of over 11 billion kilowatt hours and natural gas sales of more than 36 billion cubic feet.

MidAmerican Energy Company is a regulated utility in the state of Illinois. MidAmerican's unregulated retail services division provides retail/transportation natural gas services as a division of the utility and not as a certified natural gas provider.

List of Similar Experience/References: Identify three (3) contracts, which are similar to the type and scope of the contract described herein.

MidAmerican maintains confidentiality clauses in its agreements and cannot release customer specific information but has provided requested references.

Burke Marketing Corporation

Nevada, Iowa
Tom Burke
Vice President Purchasing
515-382-3575

Climax Molybdenum

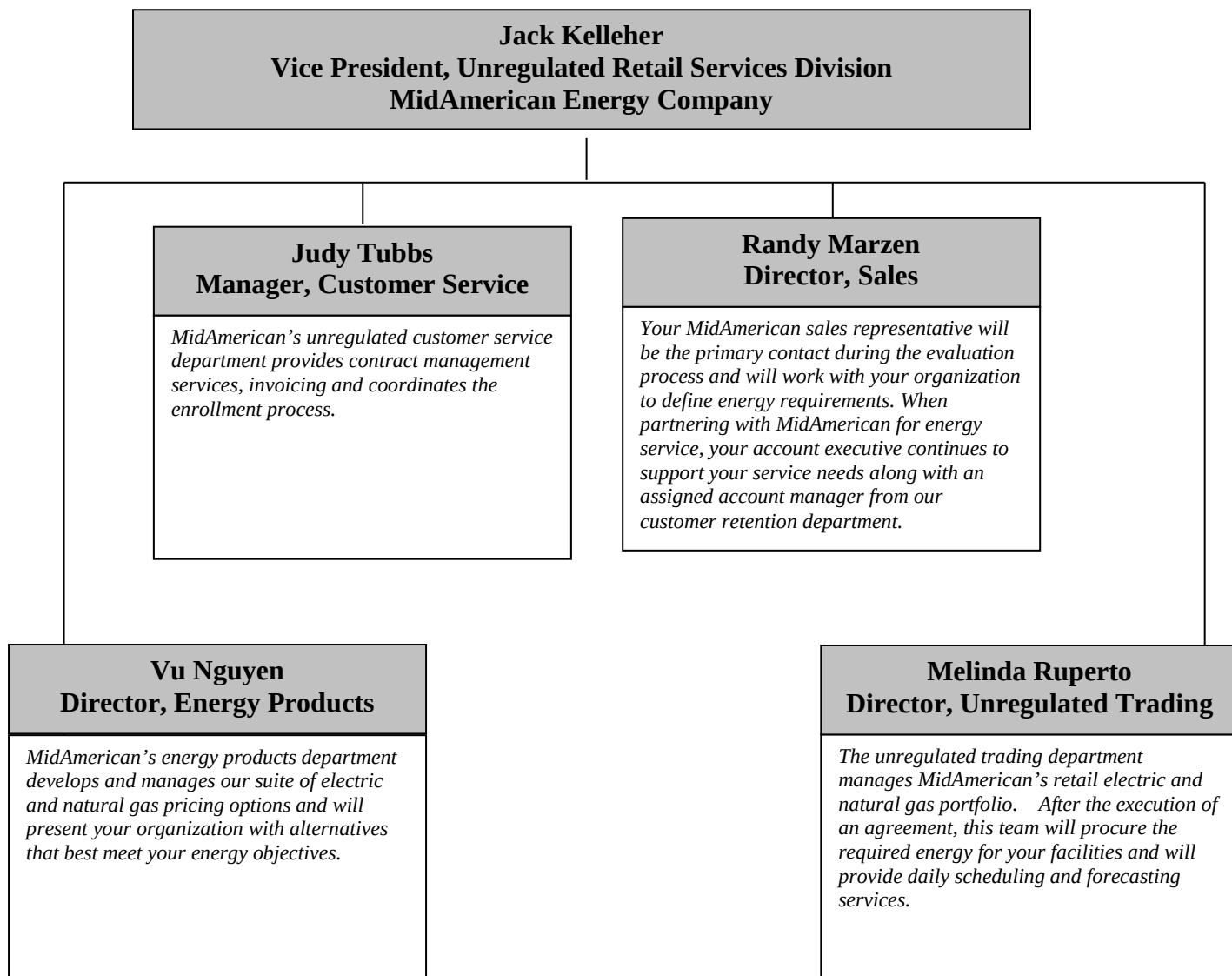
Fort Madison, Iowa
Guadalupe Calzada
Materials Manager
319-463-2221

Skokie Park District

Skokie, Illinois
Bill Schmidt
Business Manager
847-674-1500

Key Personnel/Departments

MidAmerican Energy is structured to administer natural gas service for retail customers through the coordination of four main departments; energy products, unregulated trading, customer service and sales.



Please refer to the attached bibliographies.

Copy of the BIDDERS "Natural Gas Purchase Agreement" for consideration and review by the CITY.

Please see attached hardcopy and Word version on the enclosed CD.

List of "comments, questions and proposed revisions" to this RFP Document.

MidAmerican is able to hold fixed pricing until 4:00 p.m., Central Time on the same business day. Price quotes after 4:00 p.m. will be refreshed on the following business day.

Account Validation

List of accounts from BIDDER that **have been** validated thru receipt of data from Ameren as active accounts

Account Numbers

9878170095	1955066005	3094671053
5470992812	128111005	7968486415
5265757777	8304767537	5667125001
9267779693	8328660179	7846209035
3004349134	9255290572	7368461131
2433027064	8776333292	4341150002
2775150021	7906097452	7249026006
9959221939		

Note: Additional account 6691156020 would be enrolled for service beginning 5/1/2016.

List of accounts from BIDDER that have **NOT** been validated thru receipt of data from Ameren as active accounts.

Not applicable

List of accounts from BIDDER that they will not include in the final pricing and contract offer. Provide an explanation as to why the accounts will not be included.

Not applicable

BIDDER shall include a schedule for enrollment of the service with the CITY's preferred date for natural gas flow from the BIDDER is to begin with the meter read date in August 2015

Timeline	Action	Responsible Parties
Enrollment of accounts. With MidAmerican as the current supplier, there would not be an additional enrollment with the utility.		MidAmerican Energy
Approximately August 1st	Service with MidAmerican Energy, under the new contract schedule, will commence on the specific meter read date for each account.	MidAmerican Energy
Approximately September 1 st	First invoice received from MidAmerican Energy. Your assigned customer account manager will contact you with an overview of your first bill and answer any questions. <i>(If summary billing is selected, one invoice will be issued after data is received for all accounts. Otherwise, invoices for each account will be issued as data is received.)</i>	MidAmerican Energy

Note: MidAmerican would need to notify Ameren by July 20 if there is a termination in service with MidAmerican.

Key Personnel
MidAmerican Energy Company

Jack Kelleher, Vice President, Unregulated Retail Services <u>Education:</u> University of Delaware, B.S., Accounting, 1984 <u>Employment:</u> Vice President, Unregulated Retail Services MidAmerican Energy Company, 2001 - Present Vice President, Sales MidAmerican Energy Company, 2000 - 2001 Sales Manager MidAmerican Energy Company, 1998 - 2000 Rollins Environmental Services, 1984 - 1997 Regional Sales Manager, Houston, TX Regional Services Manager, San Jose, CA Regional Services Manager, Philadelphia, PA Manager, Business Planning and Procurement, Wilmington, DE Manager, Services Group Finance, Wilmington, DE Staff Accountant, Wilmington, DE	Judy Tubbs Manager Customer Service <u>Employment:</u> Manager Customer Service MidAmerican Energy Company, 2014-present Manager Financial Services & Optional Retail Services MidAmerican Energy Company, 2010-2014 Supervisor Financial Services MidAmerican Energy Company, 2003 - 2010 Senior Credit Specialist MidAmerican Energy Company, 2002 - 2003
Vu Nguyen, Director, Energy Products <u>Education:</u> University of Iowa, M.B.A, 2001 University of Iowa, B.A. Accounting, 1996 <u>Employment:</u> Director, Energy Products MidAmerican Energy Company 2006-present Manager, Regulatory Affairs MidAmerican Energy Company 2005-2006 Manager, Risk Control MidAmerican Energy Company 2003-2005 Risk Manager MidAmerican Energy Company 1999-2003 Natural Gas Transportation Representative MidAmerican Energy Company 1998-1999 Operations Analyst Texas Utilities 1996-1998	Melinda Ruperto, Director, Unregulated Retail Trading <u>Education:</u> Drake University, M.B.A., 2002 Iowa State University, B.B.A. Accounting, 1988 <u>Licenses/Certifications:</u> Certified Public Accountant, 1991 <u>Employment:</u> Director – Unregulated Retail Trading MidAmerican Energy Company, 2006-present Book Manager MidAmerican Energy Company, 1999 – 2005 Risk Manager MidAmerican Energy Company, 1998 – 1999 Senior Accountant MidAmerican Energy Company, 1997 – 1998 Accountant MidAmerican Energy Company, 1996 – 1997 Supervisor, Senior and Accountant Brooks Lodden, 1988 – 1996

Randy J. Marzen, Director of Sales <u>Education:</u> University of Northern Iowa, B.A. Marketing, 1991 <u>Employment:</u> Director of Sales MidAmerican Energy Company, 2006-present Direct Sales Manager MidAmerican Energy Company, 2003-2006 Senior Account Executive MidAmerican Energy Company, 1997– 2003 Regional Sales Manager A.B.Dick Products Company, 1994 – 1997 Sales Manager A.B.Dick Products Company, 1992-1994	Ann Harris, Account Executive <u>Education:</u> University of Iowa, B.A. Marketing, 2000 <u>Employment:</u> Account Executive MidAmerican Energy Company, 2001 – Present Sales Representative Life Investors Insurance Company of America, 2000-2002 Marketing Specialist Alliant Energy, 1999-2000 Residential & Small Business Marketing Intern Alliant Energy, 1999
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RETAIL NATURAL GAS SUPPLIER AGREEMENT

This Retail Natural Gas Supplier Agreement is entered into by MidAmerican Energy Company ("MidAmerican") and Decatur (City of) IL ("Customer") and shall be effective as of the later date set forth under the parties' signatures below ("Effective Date"). This Retail Natural Gas Supplier Agreement, together with any written supplements thereto and all Schedules shall form a single integrated agreement (the "Agreement") between MidAmerican and Customer. Customer acknowledges and agrees that it understands and accepts the terms, conditions and risks of this Agreement and it is entering into this Agreement for its own account based upon its own judgment and not in reliance upon any information, advice or counsel which may or may not have been provided by MidAmerican.

CONDITIONS OF AGREEMENT. This Agreement constitutes the entire understanding between MidAmerican and Customer regarding the subject matter hereof. No modification to this Agreement will be effective unless evidenced in writing signed by both parties. This Agreement supersedes all prior agreements between the parties regarding the subject matter of this Agreement. This Agreement is intended to govern transactions for the purchase and sale of gas and related services to be entered into between the parties from time to time as evidenced by separate Schedules A, B and C, as applicable ("Schedules"), setting forth certain commercial and other terms for the purchase and sale of gas. The parties agree that the laws of the state in which Customer is incorporated govern this Agreement unless otherwise indicated on Schedule A. **To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement.** Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. The parties agree that this Agreement is a forward contract under all applicable federal and state bankruptcy laws and that they are forward contract merchants with respect thereto.

CUSTOMER RESPONSIBILITIES. Customer agrees to purchase and receive from MidAmerican 100% of its firm gas supply requirements and related services for all the properties listed on the Schedules. Customer acknowledges that MidAmerican may recover all Losses and Costs as described in the section entitled Events of Default; Remedies, associated with the removal of any property or account listed on such Schedules. Customer will take such actions as requested by MidAmerican to allow for timely enrollment of accounts listed on the Schedules and authorizes MidAmerican to perform duties on its behalf, including, but not limited to, submitting customer enrollments to the local gas delivery company ("Delivery Company") and/or moving any of Customer's properties on or off Delivery Company's applicable tariffs, to permit Customer to receive the gas at its properties.

MIDAMERICAN RESPONSIBILITIES. Subject to the terms of this Agreement, MidAmerican agrees to sell and provide to Customer 100% of Customer's firm gas supply and related services for all the properties listed on the Schedules. MidAmerican will schedule and deliver gas to the Delivery Company interconnecting point and the Delivery Company is responsible for delivery of gas to Customer's properties.

TERM. The term of this Agreement shall commence on the Effective Date and shall remain in effect until terminated by

either party upon 45 (forty-five) days' prior written notice; provided, however, that such termination shall not affect or excuse the performance of either party under any provision of this Agreement that by its terms survives any such termination and, provided further, that this Agreement shall remain in effect with respect to any Schedules representing transactions entered into prior to the effective date of such termination until both parties have fulfilled all of their obligations with respect to such Schedules.

ENERGY DELIVERY. Title to gas will pass from MidAmerican to Customer at the point of interconnection between the interstate pipeline and the Delivery Company (the "Delivery Point(s)"). Each party will comply with all applicable federal and state laws and all applicable industry rules, and transportation tariffs, as amended from time to time.

BILLING AND PAYMENT. MidAmerican will bill Customer monthly for all gas supply and related services as listed on the Schedules, plus any applicable taxes, delivery charges, or surcharges, penalties, or any increases due to delivery or transportation tariff increases, or Costs as defined by the Schedules. Customer will pay each monthly bill and interest shall accrue on overdue payments in accordance with the Illinois Local Government Prompt Payment Act. Termination of this Agreement will not relieve Customer of its liability for payment of any outstanding amounts due MidAmerican.

EVENTS OF DEFAULT; REMEDIES. If the defaulting party (i) fails to pay any amount, when due, with respect to this Agreement; (ii) is subject to a bankruptcy event; (iii) makes any representation or warranty that is false or misleading in any material respect; (iv) fails to provide financial security to the other party within two (2) business days of the other party's demand, when such demand is based on the other party's reasonable good faith belief that the ability of the defaulting party to perform its obligations under this Agreement is materially impaired; or (v) fails to perform any other material obligation imposed upon it by this Agreement; then the non-defaulting party has the right, without notice, to suspend performance and may terminate this Agreement at any time during the continuance of such event of default, upon which it will calculate in a commercially reasonable manner a settlement amount equal to its total Losses and Costs, if any, resulting from termination of this Agreement. Costs shall mean brokerage fees, reservation fees, reasonable attorneys' fees, commissions and other similar third-party transaction expenses incurred by a party in terminating, liquidating or entering into new arrangements which replace any obligations assumed by such party due to the termination of this Agreement. Losses shall mean an amount equal to the present value of the economic loss to such party,

exclusive of Costs, resulting from termination of this Agreement. The settlement amount will be due within five (5) business days after the non-defaulting party has notified the defaulting party of the settlement amount. The non-defaulting party is obligated to respond and act in a commercially reasonable manner and mitigate its damages, liabilities, Losses and Costs.

FAILURE OF DELIVERY. MidAmerican will not be liable for any injury, loss, claim, expense, liability or damage resulting from failure by the Delivery Company, or interstate pipeline to provide transportation services or properly perform and/or timely process any Customer enrollments or transportation requests. MidAmerican is not responsible for Costs or penalties resulting from failure to deliver by the interstate pipeline or Delivery Company.

NO CONSEQUENTIAL DAMAGES. In no event will either party be liable to the other party or to any third-party, for any special, incidental, indirect, consequential, punitive or exemplary damages or for any damages of a similar nature arising out of or in connection with this Agreement.

INDEMNIFICATION AND FORCE MAJEURE.

Each party agrees to indemnify, defend and hold the other party harmless from and against all third-party claims for damages, liability and expenses relating to or arising out of damage to property or injury to persons (including death) resulting from the negligent acts, errors or omissions of a party or its agents. If the parties are held jointly and severally liable for any claim, damage, liability or expense of any third-party, a right of contribution will exist between the parties.

If either party is unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations under this Agreement, and upon such party's giving written notice and full particulars of such Force Majeure to the other party as soon as practicable after the occurrence of the cause, the obligations of the party giving notice, so far as its obligations are affected by the Force Majeure, will be suspended during the continuance of the Force Majeure. Each party shall seek to remedy the Force Majeure with all reasonable dispatch. If a Force Majeure lasts for fifteen (15) continuous days, the party not subject to the Force Majeure has the option of terminating any affected Schedules at any time during the continuance of such Force Majeure. In the event of termination each party shall be entitled to calculate a settlement amount equal to its total Losses and Costs, if any, resulting from termination of the affected Schedules and such amount shall be due from the other party within five (5) business days after the other party has been notified of the settlement amount.

Force Majeure means any cause(s) not reasonably within the control, and without fault or negligence, of the party affected thereby and which by the exercise of reasonable due diligence by the affected party could not have been prevented, including without limitation, acts of God, civil disturbances, labor strike, interruptions caused by governmental or court orders, inability of the Delivery Company to provide transportation services, inability of MidAmerican's transporter or supplier to provide natural gas or the curtailment of transportation service or the breakage, accident or failure of interstate pipeline or Delivery Company facilities. Neither

economic hardship nor economic conditions will constitute a Force Majeure under this Agreement. In the event of a Force Majeure, Customer shall continue to be obligated to make payments for all gas supply and related services delivered to and consumed at its properties.

WARRANTIES. MIDAMERICAN WARRANTS ONLY THAT IT HAS THE RIGHT TO SELL ENERGY SERVICES AND THAT SUCH ENERGY SERVICES ARE FREE FROM ALL LIENS OF ANY KIND. MIDAMERICAN DISCLAIMS ANY OTHER WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

FINANCIAL RESPONSIBILITY. Each party agrees to provide financial information reasonably requested by the other party to facilitate credit review. Each party certifies that all information provided to the other party is truthful and accurate and all information obtained from the other party will be kept confidential.

ASSIGNMENT. Neither party may assign this Agreement without the prior written authorization of the other party, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either party may assign this Agreement to the resulting entity of a corporate restructuring or other successor in interest and shall provide immediate notice of such assignment.

CONFIDENTIALITY. This Agreement and its terms are confidential and shall not be disclosed to any third party except as required by law. MidAmerican acknowledges and recognizes that the Customer is subject to the provisions of the Freedom of Information Act and consents to the Customer complying with said Act.

SEVERABILITY. If any provision(s) of this Agreement is held to be invalid, illegal or unenforceable the remaining provisions will remain in full force and effect.

NON-WAIVER. Either party's failure at any time to require strict performance by the other party of any provision of this Agreement will not waive a party's right to demand strict compliance at any other time.

RECORDED CONVERSATIONS. Phone conversations between employees and/or authorized agents of the parties may be recorded on tape or other electronic media to verify customer service quality and pricing terms. Unless a party expressly objects to these recordings at the time of the recording, these recordings may be used as evidence in any proceeding or action relating to this Agreement.

TRANSACTIONS. The parties agree that MidAmerican will confirm a transaction by sending a revised Schedule B by electronic mail or facsimile to Customer. Customer shall respond, within three (3) business days of receipt of the revised Schedule B. The failure of the Customer to confirm the transaction to MidAmerican by the above deadline constitutes Customer's agreement to the terms of the transaction.

AGREEMENT NOTICES. All written notices required by this Retail Natural Gas Supplier Agreement must be delivered in person, by confirmed telefax, overnight mail or U.S. Mail as follows:

For MidAmerican Energy Company	
Company Name:	MidAmerican Energy Company
Attention to:	Unregulated Retail Services Gas Contract Administration
Address:	4299 NW Urbandale Drive
City, State, Zip:	Urbandale, IA 50322
Phone No:	(800) 432-8574
Fax No:	(515) 242-4354
E-mail address:	ContractAdmin-Gas@midamerican.com

For Customer	
Company Name:	Decatur (City of) IL
Attention to:	Gregg D. Zientara
Title:	City Treasurer
Address:	1 Gary K Anderson Plaza
City, State, Zip:	Decatur, IL 62523-1005
Phone No:	(217) 424-2763-2702
Fax No:	217-424-2717
E-mail address:	gzientara@decaturil.gov

The parties, by the signatures of their authorized representatives, agree to be bound by all provisions of this Retail Natural Gas Supplier Agreement.

MidAmerican Energy Company

By: J. P. Kelleher

Printed Name: Jack Kelleher

Title: VP Unregulated Retail Services

Dated: JUL 17 2012

Decatur (City of) IL

By: Ryan P. McCrady

Printed Name: Ryan P. McCrady

Title: City Manager

Dated: 07/16/2012

SCHEDULE A
TO THE RETAIL NATURAL GAS SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND DECATUR (CITY OF) IL

DATE: September 18, 2014

These Schedules are being entered into pursuant to and in accordance with the Retail Natural Gas Supplier Agreement between Customer and MidAmerican dated July 17, 2012 (the "Retail Natural Gas Supplier Agreement"); identified as contract number 25723. The pricing contained on Schedule B will be effective only upon MidAmerican's sole discretion and signature.

These Schedules identify the list of State and/or delivery company specific terms, Customer's properties, contact information, Gas Services Prices, Term and Volumes of Gas Supply, if applicable, covered by these Schedules. Notwithstanding anything to the contrary, any conflict between these Schedules and the Retail Natural Gas Supplier Agreement will be resolved in favor of these Schedules. Customer acknowledges that any conflict between the Retail Natural Gas Supplier Agreement, and Customer's request for proposal, pricing or solicitation documents, will be resolved in favor of the Retail Natural Gas Supplier Agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Retail Natural Gas Supplier Agreement.

This Schedule A replaces in its entirety any prior Schedule A currently in effect between Customer and MidAmerican, relating to Customer's properties identified below, effective with Customer's November 01, 2014 start date, UNLESS the term of a previously executed Schedule A extends beyond the term of this Schedule A. Both parties shall fulfill their obligations through the Term of any executed Schedule A.

The parties agree that the laws of the State of Illinois govern these Schedules.

Customer agrees to provide MidAmerican with timely and accurate meter reading(s), if applicable, and to designate MidAmerican as the exclusive agent for gas purchase(s) and gas management with the local gas delivery company providing service to accounts (the "Delivery Company") by executing the attached authorization form.

LIST OF CUSTOMER'S PROPERTIES

Customer Name Appearing on Bill	Account Number	Meter Number	Service Address	Delivery Company
City of Decatur	926777969301	5TC49269	1250 S Airport Rd USMS Decatur, IL 62521-8777	Ameren-IP Rate Zone 3
City of Decatur	877633329201	00814825	100 S Industry Ct USMS Decatur, IL 62523-1378	Ameren-IP Rate Zone 3
City of Decatur	832866017901	20850117	1880 S Rt 51 Hwy Decatur, IL 62523	Ameren-IP Rate Zone 3
City of Decatur	830476753701	1TC24075	1155 S Martin Luther King Dr USMS1 Decatur, IL 62521-3311	Ameren-IP Rate Zone 3
City of Decatur	566712500101	1TC48508	2707 E William St USMS Decatur, IL 62521-1573	Ameren-IP Rate Zone 3
City of Decatur	434115000201	4TC95322	1155 S Martin Luther King Dr USMS Decatur, IL 62521-3311	Ameren-IP Rate Zone 3
City of Decatur	300434913401	3TC71883	27th and William St Decatur, IL 62523	Ameren-IP Rate Zone 3
City of Decatur	995922193901	4TC80568	Nelson Park USMS Decatur, IL 62525	Ameren-IP Rate Zone 3
City of Decatur	796848641501	2TC24616	1 Civic Center Plz USMS Decatur, IL 62523-1005	Ameren-IP Rate Zone 3
City of Decatur	736846113101	5TC47039	1415 N Water St USMS Decatur, IL 62526-4439	Ameren-IP Rate Zone 3
City of Decatur	277515002101	5TC55148	555 E Wood St USMS Decatur, IL 62523-1325	Ameren-IP Rate Zone 3
City of Decatur	547099281201	4TC83662	2600 N 22nd St Decatur, IL 62526	Ameren-IP Rate Zone 3
City of Decatur	012811100501	3TC89713	353 E William St USMS Decatur, IL 62523	Ameren-IP Rate Zone 3

SCHEDULE A
TO THE RETAIL NATURAL GAS SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND DECATUR (CITY OF) IL

DATE: September 18, 2014

Customer Name Appearing on Bill	Account Number	Meter Number	Service Address	Delivery Company
City Msc	987817009501	2TC92638	2600 N Jasper St USMS Decatur, IL 62526-4703	Ameren-IP Rate Zone 3
City of Decatur	195506600501	4TC88578	2707 E William St USMS 1 Decatur, IL 62521-1573	Ameren-IP Rate Zone 3
City of Decatur	925529057201	1TC31803	1308 W Eldorado St USMS Decatur, IL 62522-1942	Ameren-IP Rate Zone 3
City of Decatur	309467105301	5TC53621	2707 E William St USMS2 Decatur, IL 62521-1573	Ameren-IP Rate Zone 3
City of Decatur	790609745201	4TC83596	3200 N Water St Decatur, IL 62521	Ameren-IP Rate Zone 3
City of Decatur	526575777701	20850239	8 Lincoln Park Dr Decatur, IL 62522	Ameren-IP Rate Zone 3
City of Decatur	243302706401	4TC92343	130 N Franklin St USMS Decatur, IL 62523-1327	Ameren-IP Rate Zone 3

PLEASE SELECT APPLICABLE BILLING OPTIONS:☐

Individual invoices will be mailed to the Service Addresses listed above.

☒

Individual invoices will be mailed to the Billing Address listed below for all properties:

Company Name: Decatur (City of) IL

Attention to: _____

Title: _____

Address: 1 Gary K Anderson PlazaCity, State, Zip: Decatur, IL 62523-1005Phone No: (217) 424-2763

Fax No: _____

NOTICES. All written notices (excepting those related to load profile changes) must be delivered in person, by confirmed telefax, overnight mail or U.S. Mail as follows:

For MidAmerican Energy Company	
Company Name:	MidAmerican Energy Company
Attention to:	Unregulated Retail Services Gas Contract Administration
Address:	4299 NW Urbandale Drive
City, State, Zip:	Urbandale, IA 50322
Phone No:	(800) 432-8574
Fax No:	(515) 242-4354
E-mail address:	ContractAdmin-Gas@midamerican.com

For Customer	
Company Name:	Decatur (City of) IL
Attention to:	Gregg D Zientara
Title:	City treasurer
Address:	1 Gary K Anderson Plaza
City, State, Zip:	Decatur, IL 62523-1005
Phone No:	(217) 424-2702
Fax No:	(217) 424-2717
E-mail address:	gzientara@decaturil.gov

The person listed below will be the customer contact for operational notifications:

Customer's Operational Contact	
Name:	
Title:	
Day Phone No:	
Evening Phone No:	
Fax No:	
E-mail address:	

SCHEDULE B
TO THE RETAIL NATURAL GAS SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND DECATUR (CITY OF) IL

DATE: September 18, 2014

Customer will be billed an amount corresponding to the time period set forth below ("Transactions Table") applied to all the Customer's gas usage at its properties as listed on Schedule A. Customer acknowledges that actual billed volumes may vary from the baseload volumes due to changes in operations or weather.

Unit of Measure	Point of Measurement	Volumes Measured
Therm	Citygate	Monthly/Actual Usage

ACCOUNT(S) AND MANAGEMENT FEES:

Account Number(s)	Monthly Fee	Account Number(s)	Monthly Fee	Account Number(s)	Monthly Fee
926777969301	\$0.00	877633329201	\$0.00	832866017901	\$0.00
830476753701	\$0.00	566712500101	\$0.00	434115000201	\$0.00
300434913401	\$0.00	995922193901	\$0.00	796848641501	\$0.00
736846113101	\$0.00	277515002101	\$0.00	547099281201	\$0.00
012811100501	\$0.00	987817009501	\$0.00	195506600501	\$0.00
925529057201	\$0.00	309467105301	\$0.00	790609745201	\$0.00
526575777701	\$0.00	243302706401	\$0.00		

TRANSACTIONS:

Transaction Date	9/17/2014	Total Baseloads
Index Type		
Index Plus		
Basis		
Nymex Price		
Fixed Price	\$0.42500	
Fuel	N/A	
Transportation	N/A	
Transacted Price	\$0.42500	
Swing Type	WACOG	
Swing Price	\$0.01500	
Fuel	N/A	
Transportation	N/A	
Deficiency Type	WACOG	
Deficiency Price	(\$0.01500)	
Fuel	N/A	
Transportation	N/A	
Delivery Period		
Nov 2014	22,000	22,000
Dec 2014	34,500	34,500
Jan 2015	41,800	41,800
Feb 2015	33,900	33,900
Mar 2015	14,700	14,700
Apr 2015	7,300	7,300
May 2015	5,400	5,400
Jun 2015	3,100	3,100
Jul 2015	2,700	2,700
TOTALS	165,400	165,400

In addition to the price(s) set forth in the Transactions Table in this Schedule B, MidAmerican will include and Customer will pay the following as additional line items on the monthly invoice:

- Imbalance Charges (if applicable)
- Daily Balancing Service (if applicable)
- Group Balancing Charge (if applicable)

SCHEDULE B
TO THE RETAIL NATURAL GAS SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND DECATUR (CITY OF) IL

DATE: September 18, 2014

CHANGE IN LAWS. Costs incurred by MidAmerican after the date of this Schedule, resulting from changes in applicable federal or state law, tariffs or the regulatory interpretation that can be reasonably allocated to Customer, will be billed as an authorized charge or adjustment to prices as defined in the Schedules of this Agreement. In the event of a change in law, either Party then has the right to terminate this Agreement upon 30 days advance written notice to the other Party and any settlement amount shall be calculated according to the Events of Default; Remedies section of the Agreement. Such changes in applicable federal or state law or tariffs or regulatory interpretation will not be deemed an event of Force Majeure.

CONVERSION TO FIXED PRICING. Customer has the option to convert the Index Price, WACOG, Basis Adder, or Nymex Price above to a Fixed Price at all the properties listed on Schedule A. To exercise this option, both parties must execute a revised Schedule B or confirm the transaction according to the Transactions section of the Agreement. If the conversion to a Fixed Price is less than 100% of its firm gas supply at all of the properties listed on Schedule A, or if the conversion is only for a portion of any existing term, then the pricing and terms on any existing Schedule B shall remain in effect for all properties listed on Schedule A.

LOAD PROFILE CHANGES.

A. Notification. Customer agrees to provide prior written notice as soon as practicable to MidAmerican of any material changes to Customer's normal operating load profile. Customer notifications required by this provision will be communicated via e-mail to URSgastrading@midamerican.com detailing the expected change. If notification occurs less than twenty-six (26) hours prior to the start of the gas day, Customer will also phone MidAmerican's on-call scheduler at telephone number 800-766-2740 or fax at 515-242-3934 and report the changes in Customer's gas supply usage. MidAmerican assumes liability for any related charges imposed by the Delivery Company provided Customer notifies MidAmerican according to this provision or if the related charges are incurred as a result of MidAmerican's failure to perform in a commercially reasonable manner.

B. Remedy. If Customer does not provide notice to MidAmerican according to Provision A, Customer may be obligated to reimburse MidAmerican for any/all costs MidAmerican incurs as a result of Customer's load change(s). Such costs may accrue beginning with the onset of the energy usage change up to and including twenty-six (26) hours after Customer has notified MidAmerican.

This Schedule B replaces in its entirety any prior Schedule B currently in effect between Customer and MidAmerican, relating to Customer's properties identified on Schedule A, effective with Customer's November 01, 2014 start date, UNLESS the term of a previously executed Schedule B extends beyond the term of this Schedule B. Both parties shall fulfill their obligations through the Term of any executed Schedule B.

Term:

Customer's Term will not begin earlier than Customer's November 01, 2014 start date, and unless earlier terminated as provided in the Agreement, will end July 31, 2015.

If the delivery period shown on this Schedule B extends beyond Customer's current Agreement Term, Customer agrees that the underlying Agreement will be automatically renewed per the terms of that Agreement. For fixed term agreements, when a Fixed Price or Nymex base price is agreed upon, the Customer's term will continue through the Delivery Period stated on Schedule B. If Customer terminates this Agreement prior to the end of Customer's Agreement term, MidAmerican may recover from Customer a settlement amount which shall be calculated according to the Events of Default; Remedies section of the Agreement.

GLOSSARY:

FIXED PRICE: The price of gas per unit of measure, adjusted for the measurements selected, for the Fixed Price baseload volumes of natural gas listed during the delivery periods specified is as listed.

WACOG: The price of gas per unit of measure, adjusted for the measurements selected, is MidAmerican's weighted average cost of gas (WACOG) for gas delivered to the Delivery Point plus MidAmerican's Management/Supplier fee as listed. The price per unit of measure includes the cost of transportation, pipeline fuel, applicable pooling charges and commodity cost of gas.

IMBALANCE CHARGES: Service provided under this agreement is subject to imbalance charges and will be assessed to Customer based on approved interstate pipeline and/or distribution company tariffs. Imbalance charges shall include but not be limited to incremental supply cost or credit based on prevailing market rates, any fees or penalties imposed by the interstate pipeline and/or distribution company resulting from critical days, warning days, system overrun limitation and/or system under run limitation.

CONFIDENTIAL

SCHEDULE B
TO THE RETAIL NATURAL GAS SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND DECATUR (CITY OF) IL

DATE: September 18, 2014

TRANSACTIONED PRICE: Is not inclusive of any applicable taxes, delivery charges, surcharges or any increases due to delivery or transportation tariff increases.

SWING PRICE: For all volumes (measured the same as baseload volumes) above the monthly baseload volume during the applicable month, the swing price will be as listed.

DEFICIENCY CREDIT: In the event the Customer's volumes (measured the same as the baseload volumes) fall below the monthly baseload volume during any applicable month, MidAmerican will bill Customer for the baseload volumes, and a deficiency credit will be applied to the difference between Baseload Volumes and measured volumes. The amount of the deficiency credit is as listed.

These Schedules, the Retail Natural Gas Supplier Agreement, together with any written supplements thereto and all other Schedules shall form a single integrated agreement (the "Agreement") between MidAmerican and Customer. The parties, by the signatures of their authorized representatives, agree to be bound by all provisions of this Agreement.

MidAmerican Energy Company

By: Jack Kelleher

Printed Name: Jack Kelleher

Title: VP Unregulated Retail Services

Dated: September 18, 2014

Decatur (City of) IL

By: [Signature]

Printed Name: GREGG D. ZIENTARA

Title: CITY TREASURER & DIRECTOR OF FINANCE

Dated: 9/26/14

**MIDAMERICAN ENERGY COMPANY
EXCEPTIONS/RESPONSES TO
DECATUR (CITY OF) IL
REQUEST FOR PROPOSAL**

Included in its response to the Request for Proposal that was provided to MidAmerican, MidAmerican submitted a copy of the active Retail Electric Supplier Master Agreement and sample schedules. MidAmerican is bidding subject to the terms and conditions of the Retail Electric Supplier Agreement and Schedules. Any conflict between the terms of this proposed agreement and the terms specified in the Request for Proposal should be resolved in favor of the Retail Electric Supplier Agreement. MidAmerican would look forward to the opportunity to negotiate with the City of Decatur.

Below are additional specific comments to the Request for Proposal:

Product Structure

The RFP requests that pricing is all-inclusive, with a price for all costs, included with no surcharges for amounts over or under prior year's usage. MidAmerican discussed with the CITY on 6/15/2015 and is bidding baseload volumes with swing and deficiency that will be accepted as it is the same product as currently contracted.

RESOLUTION NO. R2015 -

**RESOLUTION AUTHORIZING CITY MANAGER
TO EXECUTE A CONTRACT WITH
CONSTELLATION ENERGY SERVICES
FOR NATURAL GAS SUPPLY SERVICES**

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

Section 1. That the contract presented to the City Council herewith between the City of Decatur Illinois, and Constellation Energy Services be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager and the City Clerk be, and they are hereby, authorized and directed to sign said contract in substantially the same form as presented on behalf of the City of Decatur, Illinois.

PRESENTED and ADOPTED this 6th day of July, 2015.

MICHAEL T. MCELROY, MAYOR

ATTEST:

CITY CLERK

Constellation Energy Services – Natural Gas, LLC



Response to RFP

City of Decatur

Natural Gas Supply Services

June 18, 2015



Michael L. DeCaluwe

Director, Commercial & Industrial Sales

4200 Cantera Drive
Suite 219
Warrenville, IL 60555

mdecaluwe@naniaenergy.com

630 416 8300 Ext. 304 Office
630 453 1068 Mobile
www.constellation.com

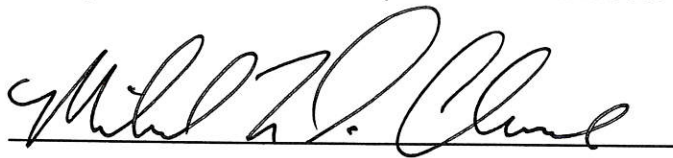
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TRANSMITTAL LETTER

The below representative will be the individual responsible for all matters pertaining to the RFP response and offer from Constellation Energy Services – Natural Gas, LLC, as it relates to the City of Decatur Natural Gas Supply Services RFP that was distributed on June 12, 2015. All questions and follow-ups as it relates to this RFP response should be directed to this individual.

We would request that the references portion of our response remain confidential, although all other portions of our RFP response are suitable for public record.



Michael L. DeCaluwe, Nania Energy, Inc.

4200 Cantera Drive, Suite 219

Warrenville, IL 60555

E-Mail: mdecaluwe@naniaenergy.com

PH: 630-416-8300 x304

FAX: 630-839-1563

PROOF OF ELIGIBILITY TO CONDUCT BUSINESS IN THE STATE OF ILLINOIS

Constellation Energy Services – Natural Gas, LLC documents certifying them as an Alternative Retail Natural Gas Supplier qualified and licensed to do business in the State of Illinois is included on the Illinois Commerce Commission website at the following address:

<http://www.icc.illinois.gov/ags/product.aspx?sid=8&poid=3916>

REFERENCES

1. STATE OF ILLINOIS (Statewide)

Donald Barnes, 312-814-6940

Constellation provides natural gas supply (and electricity) for all of the state offices and state-owned facilities.

Personnel—John Nania, Main Customer Contact

Danielle Heilmann and Sarah Bozarth, Customer Service Representative

Start Date: January 2005, ongoing service

2. DECATUR PUBLIC BUILDING COMMISSION

Jerry Lord, 217-424-6044

Constellation provides natural gas (and electricity) service to Decatur Public Building Commission (Macon County). Which includes all county buildings and facilities.

Personnel—Calvin Cornish, Main Customer Contact

Sarah Bozarth, Customer Service Representative

Start Date: July 2010, ongoing service

3. Downers Grove Community High School District 99

Mark Staehline, (630) 795-7121

Constellation provides natural gas (and electricity) service to Downers Grove Community High School District 99.

Personnel—John Nania, Main Customer Contact

Danielle Heilmann, Customer Service Representative

Start Date: July 2010, ongoing service

COPY OF “MASTER RETAIL GAS SUPPLY AGREEMENT”

Please see the accompanying Constellation Energy Services – Natural Gas, LLC. Master Retail Gas Supply Agreement.

MASTER RETAIL NATURAL GAS SUPPLY AGREEMENT

This Master Retail Natural Gas Supply Agreement ("**Master Agreement**") is entered into as of DATE ("**Effective Date**") by and between CUSTOMER LEGAL NAME ("**Customer**") and Constellation Energy Services – Natural Gas, LLC ("**CESNG**"). CESNG and Customer are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

This Master Agreement sets forth the general terms and conditions governing transactions for the purchase and sale of natural gas and related products and services (each a "**Transaction**") to one or more of Customer's accounts or facilities (each a "**Facility**") as agreed to from time to time. Each Transaction may be evidenced by a transaction confirmation (each a "**TC**"). The Parties may further agree to implement certain strategies or related services, the specifics of which will be set forth in a rider executed by the Parties (each a "**Rider**"). Each TC and Rider shall constitute part of and shall be subject to this Master Agreement. This Master Agreement and each TC and Rider shall constitute a single integrated agreement between the Parties (collectively referred to as the "**Agreement**"). In the event of a conflict between (i) a TC, (ii) a Rider, (iii) the terms and conditions of this Master Agreement, and (iv) any oral agreement of the Parties as to a Transaction, the terms shall govern in the priority listed in this sentence.

The Parties intend that they are legally bound by the terms of each Transaction from the moment each Party agrees to those terms, whether (i) via electronic transmission, (ii) written record, or (iii) orally. Nothing in this Agreement obligates either Party to enter into a Transaction at any time. Any applicable requirement that a Transaction be "in writing" and "signed" shall be deemed to have been satisfied by this Master Agreement, by the Parties' signatures below and their express agreement to these procedures. CESNG shall have the exclusive right to confirm any Transaction by sending Customer a written TC, substantially in the form attached hereto as Exhibit A or otherwise, by facsimile, e-mail or other means. Notwithstanding any provision to the contrary in this Master Agreement, failure to send a TC shall not invalidate a Transaction agreed to by the Parties. If CESNG sends a TC and Customer fails to object in writing to any term in the TC within two (2) Business Days, the TC shall constitute the definitive written expression of the Transaction. "**Business Day**" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday and shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

1. CESNG and Customer Obligations.

Natural Gas Supply. CESNG shall sell and supply, and Customer shall purchase and receive, the Contract Quantity for each Facility identified in a TC or Rider. "**Contract Quantity**" means the quantity of gas to be delivered and received pursuant to a TC. Such deliveries and receipts of natural gas shall be on a Firm, Secondary Firm or Interruptible basis, or otherwise as described in a TC. "**Firm**" means deliveries and receipts may not be interrupted without liability except for reasons of Force Majeure. "**Secondary Firm**" means deliveries and receipts will be on a best-efforts basis up to Customer's maximum daily quantity and performance may be interrupted without liability to the extent that one or more of the following conditions are present: (i) Force Majeure; (ii) curtailment by the local distribution company owning and/or controlling and maintaining the distribution system required for delivery of gas to the Facility(ies) (the "**Utility**"); (iii) curtailment of supply by a natural gas supplier; (iv) curtailment of storage by a storage provider; (v) curtailment of transportation by a gas gathering or pipeline company, or Utility (each a "**Transporter**"), transporting gas for CESNG or Customer downstream or upstream of the Delivery Point(s), including, but not limited to, transportation between secondary firm points; (vi) recall of transportation capacity release by its releaser; or (vii) curtailment of gas production behind a specific meter. "**Interruptible**" means deliveries and receipts may be interrupted at any time for any reason except for Customer's obligation to take and pay for gas it nominates and CESNG's obligation to honor the price set forth in the TC. The terms of any Transaction between CESNG and Customer shall be as set forth on the applicable TC, but CESNG will procure gas from its suppliers on terms CESNG deems appropriate. CESNG holds title to the gas and has the sole responsibility to deliver, or cause to be delivered, the natural gas to the applicable Delivery Point. Title shall pass to Customer at the Delivery Point and Customer shall have the sole responsibility for transporting the gas from the Delivery Point. "**Delivery Point**" means the city gate interconnection between the Utility and the upstream Transporter or such other delivery point(s) as are agreed in a TC. However, to the extent that Customer owned transportation capacity is used to deliver natural gas to the Customer, the Delivery Point shall be the receipt point of such capacity.

Failure to Deliver or Receive. The sole and exclusive remedy of the Parties in the event of a breach of an obligation to deliver or receive gas shall be the following: (a) If CESNG fails to deliver gas (other than Interruptible) for a reason other than Customer's breach, CESNG shall pay Customer the "**Replacement Cost**," which is the amount Customer actually pays to replace the undelivered Contract Quantity less the amount Customer would have paid under this Agreement for such Contract Quantity. (b) If Customer fails to receive gas (other than Interruptible) for a reason other than CESNG's breach, Customer shall pay CESNG the "**Revenue Loss**," which is the amount that CESNG would have received for the sale of the unreceived Contract Quantity pursuant to this Agreement less (i) the amount actually received by CESNG in an alternate sale, plus any incremental costs, or (ii) if no alternate sale takes place, the amount CESNG would have received by reselling such Contract Quantity at spot market prices at or near the Delivery Point(s), as determined by CESNG in a commercially reasonable manner. CESNG and Customer shall exercise commercially reasonable efforts to mitigate any Revenue Loss or Replacement Cost, respectively. If the calculation of the Replacement Cost or Revenue Loss results in a negative number, then the amount shall be deemed to equal zero.

Nominations. The Parties shall coordinate nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). If Customer or the Utility fails to provide CESNG with a usage nomination for any month in a timely manner, CESNG (i) may establish a nomination for such month in a commercially reasonable manner based on Customer's historical usage data available to CESNG, and (ii) shall have the right to use and rely on such nomination unless notified otherwise by Customer or the Utility. If a Party becomes aware that actual deliveries are greater or lesser than the quantity of gas confirmed by a Transporter for movement, transportation or management, the Party shall promptly notify the other Party. Usage nominations may be made orally, in writing, by facsimile or by electronic means.

Imbalances. The Parties shall use commercially reasonable efforts to avoid imposition of any fees, penalties, cash-outs, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy balancing and/or nomination requirements ("**Imbalance Charges**"). If either Party receives an invoice from a Transporter that includes Imbalance Charges, the Parties shall determine the validity and cause of such Imbalance Charges. The Party causing the imposition of the Imbalance Charges will be responsible to pay such Imbalance Charges.

Transporter Restrictions. If either Party receives an operational flow order or any other usage or operating instructions, restrictions or similar notice (each an "**OFO**") from a Transporter requiring action to be taken in connection with the flow and/or consumption of gas covered by this Agreement, such party will use commercially reasonable efforts to notify the other party of such event in a timely manner. Such notice may be given by electronic means. Each Party will take all commercially reasonable actions required by the OFO within the time prescribed. If OFO penalties, charges, fees, costs or expenses result from the actions or inactions of one Party, then such Party shall be solely responsible for any such penalties, charges, fees, costs or expenses. Both parties agree that OFOs may require one or both parties to buy or sell Gas quantities in the then-current market conditions, which may be appreciably higher or lower than the original pricing. If CESNG is responsible for nominations and balancing on a Transporter imposing an OFO or similar restriction, CESNG may (but is not required to)

increase or decrease nominations, as appropriate, to avoid penalties.

2. **Term of Master Agreement.** The term of this Master Agreement will commence on the Effective Date and, unless terminated earlier as provided in this Master Agreement, will continue until terminated by either Party upon thirty (30) days prior written notice to the other Party; provided any TC or Rider will continue to be governed by this Master Agreement until the TC or Rider has been separately terminated or expired.

Term of TC. Each TC or Rider shall set forth the applicable "Delivery Period" or term during which deliveries of natural gas are to be made and/or services are to be provided. CESNG shall not be liable for any failure to enroll or drop a Facility by any applicable start and end date(s) set forth in the TC or Rider due to circumstances beyond its control.

3. **Information and Authorization.** Customer hereby authorizes CESNG to take such actions CESNG deems necessary to enroll each Facility with the Utility and to be served by CESNG and to otherwise meet CESNG's obligations under the Agreement, including executing on Customer's behalf any documents necessary to effectuate any Facility enrollment or election, undertaking the management of any storage or transportation capacity allocated to Customer by the Utility or other transporters, disposing of storage balances, adding or deleting Facility(ies) as necessary, receiving usage nominations from the Utility relating to Customer's natural gas requirements, and other similar documents. Customer's signature on this Master Agreement constitutes Customer's written authorization for CESNG to obtain from time to time from the applicable Utility all current and historical natural gas billing, usage data and other related information. Customer shall take any actions, execute any documents and shall provide to CESNG any information as CESNG may reasonably require.

4. **Billing and Payment.**

Billing. Customer will be billed for natural gas usage and related products and services supplied under the Agreement in one of the following ways based on availability and eligibility of each Facility, which may change from time to time: (a) Dual Billing: Customer will receive two invoices, one from CESNG for the natural gas supply and one from the Utility for the amounts payable by Customer for services provided by the Utility ("Delivery Charges"); (b) CESNG Consolidated Billing: Customer will receive one invoice from CESNG that includes both the natural gas supply charges and the Delivery Charges. In the case of CESNG Consolidated Billing, Customer agrees that (i) Customer remains exclusively liable to the Utility for all Delivery Charges, (ii) CESNG has no obligation to review Delivery Charges for accuracy, (iii) should Customer dispute Delivery Charges, that is a matter for Customer and the Utility to resolve without any involvement or obligation on the part of CESNG, and (iv) CESNG may withhold any payments due to the Utility if Customer fails to pay CESNG invoices in accordance with this Master Agreement.

Taxes. Customer shall pay all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the natural gas and related products and services provided under the Agreement, including without limitation any production, severance or ad valorem taxes, and including any taxes enacted after the Effective Date (collectively, "Taxes"). The term "Taxes" shall include any amounts imposed on Customer directly or on CESNG in its function as Customer's supplier, and that are associated with the supply of gas to Customer (in which case the Customer shall be responsible to reimburse CESNG for such amounts). If Customer is exempt from any Taxes, Customer shall provide CESNG with any state and/or local exemption certificate prior to the issue date of Customer's first invoice. All Taxes invoiced to Customer under this Agreement will be included on the invoice or in the applicable fixed price as allowed by Law.

Estimates. CESNG's ability to invoice Customer is dependent on the Transporter's ability to furnish CESNG with all necessary information, including Customer's metered usage. When there is a delay in receiving information from the Transporter, CESNG will, to the extent necessary, estimate charges and credits for a billing period and reconcile such estimates against actual charges and credits in a future invoice(s). Each invoice is also subject to adjustment for errors in arithmetic, computation, meter readings or other errors. Interest shall not accrue on such adjustments.

Payment. All amounts set forth in an invoice are payable to the Party issuing the invoice and will include, in addition to the natural gas supply charges, Delivery Charges, and Taxes, all other amounts related to the purchase and delivery of natural gas. CESNG's invoices will be sent to Customer in accordance with CESNG's normal billing cycle, as adjusted from time to time. CESNG's invoices are due and payable on the tenth (10th) fifteenth (15th) twentieth (20th) day after the date of invoice or such other date as set forth in a Rider (the "Payment Date") without offset or reduction of any kind, to the address set forth on the invoice. Invoices not paid on or before the Payment Date will accrue interest daily on outstanding amounts from the Payment Date until paid in full, at the lesser of 1.5% per month or the highest rate permitted by law.

Pricing Structures. "Contract Price" means the price for gas as set forth in the applicable TC or Rider. To the extent (a) there are beginning of the month nominated volumes where the price is not fixed, (b) a Facility requires additional natural gas quantities in excess of the nominated or fixed quantities set forth in a TC or Rider, or (c) a Facility continues to receive natural gas from CESNG beyond the Delivery Period (where such deliveries will be considered month to month), all such natural gas will be priced at Market Price unless otherwise set forth in a TC or Rider. "Market Price" means a price comprised of (i) the spot commodity cost of gas as determined by CESNG in its reasonable discretion, (ii) all related interstate and intrastate pipeline charges required to deliver gas to the Delivery Point, and (iii) a reasonable market based margin. Market Price does not include any applicable Utility charges, including but not limited to Utility or pipeline balancing charges, unless otherwise agreed upon.

Market Disruption. If the Contract Price is based in whole or in part upon a specified index and a Market Disruption Event occurs on a day on which the relevant source published or was to publish the relevant price, then the Parties shall negotiate in good faith to agree on an alternative method of determining the Contract Price. A "Market Disruption Event" is any one of the following: (a) failure of the specified index to announce or publish information necessary for determining the Contract Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading in the relevant options contract or commodity on the exchange or market acting as the specified index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the specified index; or (e) a material change in the formula for or the method of determining the relevant price component.

Price Locks. Unless otherwise set forth in a TC or a Rider, Customer can request to lock in the commodity price for any month(s) at any time during the Delivery Period, prior to 12:00 p.m. EST/EDT on the final day of NYMEX last day settlement for each applicable delivery month. Commodity purchase/sale prices exclude pipeline and Utility distribution charges. Customer also has the right to lock basis at a fixed price and at predetermined volumes. Basis includes interstate and intrastate pipeline transportation but does not include the commodity cost or the Delivery Charges.

5. **Adequate Assurance.** If CESNG has reasonable grounds: (i) to believe that Customer's creditworthiness has become unsatisfactory; or (ii) for insecurity with respect to Customer's performance under the Agreement, CESNG may demand, in writing, adequate assurance of

future performance from Customer in an amount equal to two (2) times the cost of the highest projected monthly usage for each of Customer's Facility(ies) during the twelve (12) months immediately following CESNG's demand as determined by CESNG (collectively, the "Assurance Amount"). To satisfy a demand for adequate assurance, Customer shall provide the Assurance Amount in the form of a prepayment, a cash deposit, a standby letter of credit or a parental guaranty in form and substance, and from an entity, reasonably satisfactory to CESNG within three (3) Business Days of the date of the written demand for the Assurance Amount. If at any time CESNG requires Customer to prepay for gas, then (i) CESNG shall be under no obligation to deliver gas if Customer fails to pay any prepayment by its due date, and (ii) in the event the aggregate cost of any quantities of gas required by Customer in a month in excess of the scheduled nominated quantities exceeds \$15,000.00, Customer shall pay CESNG the aggregate cost of such quantities within three (3) Business Days of CESNG's request for payment.

6. **Event of Default.** An "Event of Default" means any one of the following: (a) Customer's failure to make, when due, any payment required under the Agreement if not paid within five (5) Business Days (or such longer period required by applicable law) following written notice to Customer that a payment is past due; (b) any representation or warranty made by a Party in the Agreement is false or misleading in any material respect when made or ceases to remain true in all material respects during the term of the Agreement, if not cured within five (5) Business Days after written notice from the other Party; (c) Customer fails to provide the Assurance Amount as provided in this Agreement; (d) the failure by a Party to perform any material obligation set forth in this Agreement (other than the events that are otherwise specifically covered as a separate Event of Default hereunder or a failure to deliver or receive gas) which is not cured within five (5) Business Days after receipt of written notice thereof; or (e) a Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed for it or any substantial portion of its property or assets (iii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law for the protection of creditors, or has such petition filed against it; (iv) otherwise becomes bankrupt or insolvent (however evidenced); (v) is unable to pay its debts as they fall due; or (vi) is dissolved (other than pursuant to a consolidation, amalgamation or merger).
7. **Remedies Upon Event of Default.** If an Event of Default occurs with respect to a Party (the "Defaulting Party"), the other Party (the "Non-Defaulting Party") may, in its discretion, at any time, (i) withhold any payments or suspend any deliveries hereunder and/or (ii) terminate the Agreement in whole or solely with respect to those Facility(ies) adversely affected by such Event of Default, upon written notice to the Defaulting Party setting forth the effective date of termination (the "Early Termination Date"). The Early Termination Date for any Facility located in New Jersey shall be no less than thirty (30) calendar days from the date of written notice of termination. Further, if Customer is the Defaulting Party, then CESNG may, without waiving any rights or remedies it may have, to the extent applicable, remove Customer from CESNG's managed balancing and/or storage pools and/or apply any storage balance at prevailing market prices as an offset against the amount owed to CESNG by Customer. If this Agreement is terminated, the Non-Defaulting Party will in good faith calculate a termination payment as set forth below and the owing Party shall pay such amount within three (3) Business Days of receipt of notice of the amount due. The Parties acknowledge and agree that any termination payment under the Agreement constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect. The remedies under this Section 7 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Event of Default.

As of the Early Termination Date, the Non-Defaulting Party shall determine: (i) the difference between the Contract Value and the Market Value, such that the difference shall be due to the Customer if the Market Value exceeds the Contract Value and to CESNG if the opposite is the case; (ii) the Non-Defaulting Party's Costs; and (iii) the amount owed (whether or not then due) by each Party with respect to all gas delivered and received. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the Parties under this Section, so that all such amounts are netted or aggregated to a single liquidated amount payable by one Party to the other.

"Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by such Party as a result of the Event of Default. The "Contract Value" shall be the Contract Price multiplied by the amount of gas, as determined by the Non-Defaulting Party, that would have been delivered under each terminated Rider or TC, had it not been terminated early (the "Terminated Volumes"). The "Market Value" shall be the amount, as of the Early Termination Date, a third party would pay for the Terminated Volumes at the Delivery Point(s) at current market prices. The Non-Defaulting Party may determine the Market Value of a terminated transaction by reference to information either available to it internally or supplied by one or more third parties including, without limitation, any or all of the settlement prices of NYMEX gas futures contracts, quotations from leading dealers, energy swap agreements or physical gas trading markets, similar sales or purchases, and any other bona fide offers from either third parties or affiliates of the Party, all as commercially available to the Party and adjusted for the length of the term and differences in transportation costs and other factors, as the Party reasonably determines. The Non-Defaulting Party shall not be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

8. **Change in Law.** CESNG may pass through or allocate, as the case may be, to Customer any increase or decrease in CESNG's costs related to the natural gas and related products and services sold to Customer that results from the implementation of new, or changes (including changes to transportation rates) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, Transporter business practices or protocol, Transporter tariff, or rule of any commission or agency with jurisdiction in the state in which the Facility(ies) is located. Such adjusted amounts will be included in subsequent invoices to Customer.
9. **Representations and Warranties.** Each Party warrants and represents to the other (now and deemed repeated by each Party on each date on which a TC or Rider is executed or deemed accepted) that: (i) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation; (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform under the Agreement; (iii) execution, delivery and performance of the Agreement are duly authorized and do not violate any governing documents or any of its contracts or any applicable Law; (iv) there is no material event(s) or agreement(s) which would impair that Party's right, authority or ability to execute the Agreement and otherwise perform under the Agreement; and (v) it has the knowledge and experience to evaluate the merits and risks associated with the Agreement.

Furthermore, Customer warrants, represents and covenants that: (i) the data given and representations made concerning its Facility(ies) are true and correct; (ii) it is entering into this Agreement to purchase its natural gas requirements only and not for speculative or resale purposes; and that the natural gas purchased under this Agreement will be consumed at the Facility(ies); (iii) it is the party of record of the Facility(ies), or if it is not the party of record, it has the authority to enter into and bind its principal to the Agreement; (iv) if any Transaction hereunder gives Customer the right to adjust the Contract Quantity, or to require CESNG to provide some other quantity of gas, Customer's election to exercise such right is based predominantly on supply and demand factors related to Customer's business; and (v) if Customer is a Governmental Entity, it will not claim immunity on grounds of sovereignty or similar grounds from enforcement of the Agreement. If it is a Governmental Entity, Customer covenants to obtain all necessary budgetary approvals, appropriations and funding for all of its obligations

under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "**Governmental Entity**" means a municipality, county, governmental board, governmental department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including public school districts or special purpose district or authority), or public entity or instrumentality of the United States or one state.

10. **Force Majeure.** Notwithstanding any other provision of this Agreement, where a Party is unable to carry out any obligation under the Agreement due to a Force Majeure event (other than a payment obligation, which will not be excused for Force Majeure), the Agreement will remain in effect but such obligation will be suspended for the period necessary as a result of the Force Majeure, provided that: (i) the Claiming Party gives the other Party, as soon as possible, written notice describing the particulars of the Force Majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and (iii) the Claiming Party uses commercially reasonable efforts to remedy its inability to perform. "**Force Majeure**" means an event that is not within the reasonable control of the Party claiming Force Majeure ("**Claiming Party**"), and that by the exercise of due diligence, the Claiming Party is unable to overcome the event in a commercially reasonable manner, and such event will not be deemed a breach or default under the Agreement. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; strike; curtailment, disruption or interruption of supply by a supplier or distribution or transportation by a Transporter (including without limitation as the result of an OFO); declaration of emergency by a Transporter(s); regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under the control of the Claiming Party (including without limitation the Utility).
11. **Indemnification.** Before title passes to Customer at the Delivery Point CESNG shall, and after title passes at the Delivery Point Customer shall, defend, indemnify and hold harmless the other Party and all its affiliates, and all of their respective officers, directors, shareholders, associates, employees, agents, representatives, successors and assigns, from and against all claims, losses, expenses (including reasonable attorneys' fees and court costs), damages, demands, judgments, causes of action or suits of any kind, including but not limited to, claims for personal injury, death, or property damage, to the extent arising out of or related to this Agreement ("**Claims**").
12. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT TO THE CONTRARY, THE ENTIRE LIABILITY OF EACH PARTY FOR ANY AND ALL CLAIMS WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUBJECT IN ALL CASES TO AN AFFIRMATIVE OBLIGATION ON THE PART OF EACH PARTY TO MITIGATE ITS DAMAGES, AND NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY THE TERMINATION CALCULATION IN SECTION 7 ABOVE. Customer acknowledges and agrees that the Utility is exclusively responsible for the gas distribution and delivery system, that CESNG has no independent control over the Utility's systems and will have no liability for any of the Utility's acts or omissions.
13. **DISCLAIMER.** CUSTOMER ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND CESNG SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
14. **Waiver and Severability.** Failure to provide notice of, or object to, any default under this Agreement will not operate or be construed as a waiver of any future default, whether like or different in character. If any portion of this Agreement, or application thereof to any person or circumstance, is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out the mutual intent of the Parties as expressed in this Agreement to the fullest extent permitted by applicable Law; provided, however, that this severability provision will not be applicable if any provision of Sections 6 and 7 of this Master Agreement (or any definition or provision in this Agreement to the extent it relates to, or is used in connection with, such sections) is held invalid or unenforceable.
15. **Assignment.** Customer may assign all its rights and obligations under this Agreement; *provided* (a) it gives CESNG forty-five (45) days prior written notice of its intent to do so; (b) the assignee satisfies in full CESNG's credit requirements; (c) the assignee assumes in writing all of Customer's obligations under the Agreement; and (d) Customer continues to be liable for performance, including payment for goods and services received, prior to the assignment date. CESNG may assign, sell, pledge, transfer, or encumber any of its rights and obligations under this Agreement or the accounts, revenues, or proceeds hereof to: (a) a bank, insurer or other financial institution; or (b) any person or entity (i) succeeding to all or substantially all of CESNG's assets or business or the division or region of CESNG to which this Agreement relates or (ii) into which CESNG is merged or otherwise combined or reorganized; provided (with respect to this clause (b)) the succeeding entity agrees to be bound to the Agreement; or (c) any affiliate of CESNG.
16. **Confidentiality.** Each Party agrees to keep all terms and provisions of this Agreement and all communication provided in connection with this Agreement, including the pricing offered to Customer, confidential to the extent not otherwise publicly available and not to disclose them to any third parties without the prior written consent of the other Party, except as necessary to perform its obligations under this Agreement or as otherwise required by Law. Each Party may disclose such information to its affiliates and to its affiliates' employees, agents, advisors, and on a need to know basis, to its independent contractors, provided each such recipient agrees to hold such information in the strictest confidence. CESNG may disclose information respecting Customer to third parties that are representing Customer in the purchase of gas or related services. Furthermore, CESNG may make such other disclosures to third parties of information, including aggregate consumption data, provided they are in a manner that cannot be reasonably expected to specifically identify Customer. If disclosure of confidential information is sought through a court, or a state or federal regulatory agency or other legal compulsion, the Party receiving such request will notify the other Party immediately to afford it the opportunity to oppose such disclosure via a protective order or other relief as may be available and will provide reasonable support.
17. **Choice of Law, Venue, Attorney Fees and Expenses.** This Agreement will be governed and interpreted in accordance with the laws of the State of New York, without giving effect to conflict of law principles. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. If either Party pursues court action to enforce its rights under this Agreement, the non-prevailing Party shall promptly reimburse the prevailing Party for all its reasonable attorney fees, expenses and costs.
18. **Notices.** To be effective, all notices must be in writing delivered by hand, by certified mail return receipt requested, by first class mail, or express carrier to the addresses provided in this Agreement. CESNG shall send invoices and TCs to the notice address provided herein unless otherwise directed by Customer. Notice by hand delivery shall be effective on the date it is delivered. Notice by certified mail, return receipt requested, by first class mail, or express carrier shall be effective on the date that mail is delivered or its delivery is attempted. A

Party may change its address by providing notice of change in accordance herewith or by other means agreed by the Parties.

19. **Miscellaneous.** The Agreement embodies the Parties' entire agreement and understanding and may not be contradicted by any prior or contemporaneous oral or written agreement. Notwithstanding any provision to the contrary in a prior agreement, the Parties agree that this Master Agreement shall supersede and replace all prior written and oral agreements or arrangements between the Parties with respect to the purchase and sale of gas and related services and that all transactions under any such prior agreement(s) are, as of the Effective Date, now governed solely by the terms of this Master Agreement and shall be Transactions hereunder and a part of the single integrated agreement between the Parties. A facsimile or e-mailed copy of either Party's signature will be considered an original for all purposes under this Agreement, and each Party will provide its original signature upon request. No purchase order, or any amendment or edit to this Agreement, will be valid or given any effect unless signed by both Parties or expressly contained in a TC deemed accepted pursuant to the procedures set forth herein. The applicable provisions of this Agreement will continue in effect after termination or expiration hereof to the extent necessary, including but not limited to providing for final billing, billing adjustments and payments, limitations of liability, the forum and manner of dispute resolution, and with respect to any indemnification obligations under the Agreement. The section headings used in this Master Agreement are for reference purposes only and will in no way affect the meaning of the provisions of the Master Agreement. The Parties acknowledge that any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither Party shall contest their admissibility as evidence in any proceeding. The rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by Law. CESNG shall have the right to set-off and net against any amounts owed to it under the Agreement, including without limitation any early termination payment, any amounts owed by CESNG to Customer under the Agreement or any other agreement between the Parties, including without limitation any Assurance Amounts. Except for Section 11 above, no third party will have any rights under this Agreement whatsoever and Customer will be fully responsible for any compensation owing any third party representing Customer in connection with this Agreement and will indemnify, defend and hold harmless CESNG from all related Claims. Customer further authorizes CESNG to utilize Customer's name for publicity and marketing purposes.
20. **Affirmation; Acknowledgements.** Customer affirms that it has read this Agreement in its entirety and it agrees to the terms and conditions contained herein. Any ambiguity or question of intent or interpretation under this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. The Parties acknowledge and agree that: (i) CESNG is an independent contractor under this Agreement and except as otherwise explicitly provided in this Agreement, neither Party has the authority to execute documents that purport to bind the other, and nothing in this Agreement will be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking; (ii) TCs and Riders entered into hereunder will constitute "forward contracts" and/or "swap agreements" under the U.S. Bankruptcy Code, as amended, the rights of the Parties under Section 7 above will constitute contractual rights to liquidate them, and the Parties are entities entitled to the rights and protections afforded to "forward contracts" and "swap agreements" by the U.S. Bankruptcy Code; (iii) CESNG is not Customer's consultant or advisor for any purpose including advice regarding the value or advisability of trading in "commodity interests" as defined in the Commodity Exchange Act, 7 U.S.C. §§ 1-25, et seq., as amended (the "CEA"), including futures contracts and commodity options or any other activity which would cause CESNG or any of its affiliates to be considered a commodity trading advisor under the CEA; (iv) each Party is an "eligible contract participant" as that term is defined in the CEA; and (v) Customer is making its own decisions based solely upon its own analysis and the advice of its own advisors, if any.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement through their duly authorized representatives as of the date set forth above.

Constellation Energy Services – Natural Gas, LLC

By: _____

Name: _____

Title: _____

Notice Information

9960 Corporate Campus Drive, Suite 2000
Louisville, KY 40223
Phone: (502) 426-4500
Facsimile: (502) 214-6381

NOT FOR EXECUTION

By: _____

Name: _____

Title: _____

Notice Information

Attention:
Title:
Address:
Phone:
Facsimile:
Email:

For Invoices (if different from Notice Information)

Attention:
Title:
Address:
Phone:
Facsimile:
Email:

For Transaction Confirmations (if different from Notice Information)

Attention:
Title:
Address:
Phone:
Facsimile:
Email:

EXHIBIT A – FORM OF TRANSACTION CONFIRMATION*

**The actual Transaction Confirmation entered into between Customer and CESNG may differ from this form to reflect state regulatory and other local requirements and terms applicable to the Facility. This Form of Transaction Confirmation is for illustrative purposes only and CESNG reserves the right to alter its form of Transaction Confirmation at any time.*

This Transaction Confirmation is delivered pursuant to and in accordance with a Master Retail Natural Gas Supply Agreement effective _____, 20__ (the "Master Agreement"), by and between Constellation Energy Services – Natural Gas, LLC ("CESNG") and _____ ("Customer"), and is subject to and made part of the terms and conditions of such Master Agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Agreement.

Trade Date:

Facility Name:

Delivery Period:

Deal Type:

Nature of Parties' Obligation:

Contract Quantity/Price:

Month/Yr	Contract Quantity (in MMBtu)	Contract Price

Delivery Point(s):

Utility:

Special Provisions:

This Transaction Confirmation documents a Transaction previously reached by authorized representatives of the Parties. It is binding and shall be deemed accepted as the definitive expression of the Transaction unless disputed by Customer in writing within two (2) business days of CESNG's execution date.

CONSTELLATION ENERGY SERVICES – NATURAL GAS, LLC

CUSTOMER

By: _____
Name: _____
Title _____
Date: _____

By: SAMPLE
Name: NOT FOR EXECUTION
Title _____
Date: _____

LIST OF COMMENTS, QUESTIONS, PROPOSED REVISIONS

With regards to account 66911-56020, would the City prefer a separate rate coinciding with a separate term for this account due to the late start date? Or would the City prefer that the price for this account be the same (although with a different term) as the other accounts in the RFP?

LIST OF COMMENTS ON SPECIFIC ACCOUNTS, ETC.

See above.

LIST OF VALIDATED/UNVALIDATED ACCOUNTS

ALL accounts listed on ATTACHMENT A of the RFP have been validated, and usage has been received for all of these accounts.

ACCOUNTS NOT INCLUDED

Constellation will include all accounts listed in ATTACHMENT A in our RFP pricing response. The only question, as mentioned above, is with respect to the one account still on utility supply.

SCHEDULE FOR ENROLLMENT

Constellation will enroll all accounts on ATTACHMENT A by July 15, 2015, to start on the requested date of August 2015, absent the above-referenced account currently with utility supply, which shall be a May 2016 start if desired.

RESOLUTION NO. R2015 -

**RESOLUTION AUTHORIZING CITY MANAGER
TO EXECUTE A CONTRACT WITH
DIRECT ENERGY BUSINESS MARKETING, LLC
FOR NATURAL GAS SUPPLY SERVICES**

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

Section 1. That the contract presented to the City Council herewith between the City of Decatur Illinois, and Direct Energy Business Marketing, LLC be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager and the City Clerk be, and they are hereby, authorized and directed to sign said contract in substantially the same form as presented on behalf of the City of Decatur, Illinois.

PRESENTED and ADOPTED this 6th day of July, 2015.

MICHAEL T. MCELROY, MAYOR

ATTEST:

CITY CLERK

Direct Energy Business Marketing, LLC
d/b/a Direct Energy Business

One Hess Plaza, Woodbridge, NJ 07095

Phone: 1-800-437-7872

business.directenergy.com

Marketer Name

Date

Time

CUSTOMER INFORMATION

Customer Name

Billing Contact

☐ New

☐ Renewal

Contact Name

Billing Address

Address

Telephone

Fax

Telephone

Fax

NATURAL GAS TRANSACTION CONFIRMATION

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement between Buyer and Seller dated _____, _____, as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

Service Locations

Service Address:

Utility Account No.:

Rate:

Delivery Period

Begin: _____ End: _____

The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing by the Parties.

Delivery Point

Contract Quantity (Dth)

Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under Section 12 of the Agreement, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.

____ Daily ____ Monthly (choose one)

January	x	May	x	September	x
February	xx	June	xx	October	xx
March	xxx	July	xxx	November	xxx
April	x,xxx	August	x,xxx	December	x,xxx

Tax Exemption Status

[] Non-Exempt [] Exempt If exempt, must attach certificate.

Purchase Price

[]

Special Provisions

Change in Utility Account Numbers

The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.

Delivery Point:

Consistent with FERC requirements, Seller shall have the right (but not the obligation), to select or change a Delivery Point to a point where Buyer may receive Gas that is outside the jurisdictional limits of the municipality or other jurisdiction

where a Service Location under this Transaction Confirmation is located, which shall constitute a Delivery Point at which title, control, possession and risk of loss will pass to Buyer as further provided in the Agreement.

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction.

Transition of Energy Marketing Business. Hess Corporation has completed the sale of its Energy Marketing business to Direct Energy Business, LLC ("Direct Energy"). As a result of such sale, the business, which has been re-named Direct Energy Business Marketing, LLC dba Direct Energy Business, has become a wholly-owned subsidiary of Direct Energy. If the underlying commodity purchase and sale agreement for this transaction (such agreement, the "Existing Base Agreement") is with Hess Corporation (despite any reference to the contrary herein), then by executing this transaction confirmation, Buyer consents (to the extent such consent is required under the Existing Base Agreement) to the assignment from Hess Corporation to Direct Energy Business Marketing, LLC dba Direct Energy Business of the Existing Base Agreement together with all transactions thereunder (including the transaction evidenced by this transaction confirmation). Furthermore, Buyer releases Hess Corporation from all claims, obligations and liabilities under the Existing Base Agreement and all transactions thereunder upon such assignment

PLEASE SIGN AND RETURN THIS TRANSACTION CONFIRMATION BY FACSIMILE TO (732) ____-____.

BUYER:

SELLER: Direct Energy Business Marketing, LLC
d/b/a Direct Energy Business

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

This Commodity Master Agreement ("CMA") among Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business (Collectively "Seller"), each a Delaware limited liability company, and CUSTOMER NAME ("Buyer" or "Customer") (each a "Party" and collectively, the "Parties") is entered into and effective as of XX/XX/XXXX.

1. Transactions: The terms of this CMA apply to all end-use sales of electric power ("Electricity") and/or natural gas ("Gas") as applicable (each a "Commodity" and collectively, the "Commodities") by the applicable Seller party to Buyer (each sale a "Transaction") which will be memorialized in a writing signed by both Parties (each a "Transaction Confirmation"). Each Transaction Confirmation shall set forth the Seller party providing service to Customer for such Transaction. If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.

2. Performance: The Parties' obligations under this Agreement are firm. Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation in accordance with the terms of this Agreement. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity or use it at other locations without Seller's prior written consent.

3. Purchase Price: Buyer will pay the Purchase Price stated in each Transaction Confirmation. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price that is calculated by the Seller. If Seller concludes that a change in any Law(s) increases Seller's costs, the Purchase Price may be adjusted by Seller to reflect such costs. "Law(s)" mean all tariffs, laws, orders, rules, decisions, taxes, regulations, transmission rates and Utility changes to Buyer's monthly capacity and/or transmission obligations.

4. Billing and Payment: Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts incurred by Buyer under this Agreement. Payment is due within fifteen (15) days of the date of the invoice. If an invoice is issued and the Actual Quantity cannot be verified at the time, the invoice will be based on Seller's good faith estimate of the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity, (ii) any Utility discrepancy or adjustment or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of, Taxes. Buyer will pay interest on late payments at 1.5% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting payment. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of Gas or Electricity.

5. Taxes: Buyer is responsible for paying any Taxes associated with the Actual Quantity of Commodity sold under this Agreement that may become due at and after the Delivery Point. The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by Law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Buyer's Taxes. Buyer will furnish Seller with any necessary documentation showing its exemption from Taxes, if applicable, and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination of this Agreement.

6. Disputes: If either Party in good faith disputes amounts owed under Sections 3, 4, 5 and 8, the disputing Party will contact the non-disputing Party promptly and pay the undisputed amount by the payment due date. The Parties will negotiate in good faith regarding such dispute for a period of not more than fifteen (15) Business Days. In the event the Parties are unable to resolve such dispute, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it in law or equity pursuant to this Agreement. In the event of a dispute other than for an invoiced amount, the Parties will use their best efforts to resolve the dispute promptly. Actions taken by a Party exercising its contractual rights will not be construed as a dispute for purposes of this Section. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.

7. Title and Risk of Loss: Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.

8. Buyer's Usage Obligations

A. Material Usage Deviation: If there is a Material Usage Deviation, Buyer will be

responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the applicable Contract Quantity and Actual Quantity. Buyer will pay the amount of such losses and costs to Seller within fifteen (15) Business Days of Seller's invoice. "Material Usage Deviation" means any deviation in Actual Quantity at the Service Location(s) stated in the related Transaction Confirmation from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in that Transaction Confirmation of +/- 25% or more, which is not caused by weather.

B. Balancing Charges: For Transactions involving the purchase and sale of Gas only, Buyer will be responsible for Balancing Charges unless Prior Notice of a material variation in usage is provided to Seller and actual usage is consistent with that Prior Notice. "Balancing Charges" means Utility fees, costs or charges and penalties assessed for failure to satisfy the Utility's balancing and/or nomination requirements. "Prior Notice" is defined as forty-eight (48) hours before the start of the Gas Day for which the material variation in usage will apply. "Gas Day" means a period of 24 consecutive hours as defined by the Utility. Buyer will make any payment due pursuant to this Section within five (5) Business Days of the date of Seller's invoice.

C. Curtailments: For Transactions involving the purchase and Sale of Gas only, if Buyer is directed by its Utility to curtail its usage, in whole or in part, Buyer will curtail as directed. If Buyer fails to curtail as directed, Buyer will pay or reimburse Seller for all Balancing Charges assessed by the Utility. Payment by Buyer of any Balancing Charges will be due within five (5) Business Days of the date of Seller's invoice.

9. Force Majeure: A Party claiming Force Majeure will be excused from its obligations under Section 2 as long as it provides prompt notice of the Force Majeure and uses due diligence to remove its cause and resume performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, or the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.

10. Financial Responsibility: Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

11. Default: "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within three (3) Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within two (2) Business Days of Seller's demand; (iii) either Party, its parent or guarantor, becomes Bankrupt or fails to pay its debts generally as they become due; or (iv) failure of either Party to satisfy any representations and warranties applicable to it contained in Section 13A or 13B and the failure is not cured within fifteen (15) Business Days of a written demand, provided that no cure period or demand for cure applies to a breach of Section 13A(c). "Bankrupt" means an entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent, however evidenced, (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, (e) has a secured party take possession of all or any substantial portion of its assets or (f) is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).

12. Remedies: In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) upon written notice, provided that no notice is required with respect to Section 11(iii) or a breach of Section 13A(c), accelerate any or all amounts owing between the Parties and terminate any or all Transactions and/or this Agreement; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate, as appropriate, all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not then due and whether or not subject to any contingencies, plus costs incurred, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within three (3) Business Days of written notice from the non-defaulting

Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term, as applicable. For purposes of determining Close-out Value, (i) Market Price will be determined by the non-defaulting Party in good faith as of a date and time as close as reasonably practical to the date and time of termination or liquidation of the applicable Transaction(s), and (ii) Market Price may be ascertained through reference to quotations provided by recognized energy brokers or dealers, market indices, bona-fide offers from third-parties, or by reference to commercially reasonable forward pricing valuations. The Parties agree that the Close-out Value constitutes a reasonable approximation of damages, and is not a penalty or punitive in any respect. Seller may, but need not, physically liquidate a Transaction or enter into a replacement transaction to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

13. Representations and Warranties: Each of the following are deemed to be repeated each time a Transaction is entered into:

A. Each Party represents that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (b) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (c) it is not Bankrupt.

B. Buyer represents and warrants that: (a) it is not a residential customer; (b) it will immediately notify Seller of any change in its ownership; (c) execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; (d) no communication, written or oral, received from the Seller will be deemed to be an assurance or guarantee as to any results expected from this Agreement; (e) if it is executing this Agreement in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide documentation of such agency relationship, and (f) (i) it will provide, to Seller, information reasonably required to substantiate its usage requirements, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the transactions hereunder; (ii) acceptance of this Agreement constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate Transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; and (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement.

C. Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (c) Seller is not a "utility" as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Buyer's Utility; and (e) Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies should they occur.

14. Other:

(a) This Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine. (b) Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. (c) No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy. (d) Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity will be free from all royalties, liens,

INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED. (e) Buyer will be responsible for and indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges which attach after title passes to Buyer. Seller will be responsible for and indemnify Buyer against any losses, costs and expenses, including court costs and reasonable attorneys' fees, arising out of claims of title, personal injury, including death, or property damage from the Commodity or other charges which attach before title passes to Buyer. (f) NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THE AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. (g) All notices and waivers will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or by facsimile and will be effective upon receipt; provided, however, that any termination notice may only be sent by hand or by overnight courier service, and, if sent to Seller, a copy delivered to: Direct Energy Business, Attn: Customer Services Manager, 1001 Liberty Avenue, Pittsburgh, PA 15222; Phone: (888) 925-9115; Fax: (866) 421-0257; Email: CustomerRelations@directenergy.com. (h) If Buyer and Direct Energy Business Marketing, LLC entered into Commodity transactions prior to the execution of this Agreement ("Existing Transactions"), the Parties agree that these Existing Transactions shall be Transactions governed under the terms of this Agreement. This Agreement supersedes and replaces any other agreement that may have applied to the Existing Transactions. Note that this subsection (h) shall not apply to any Commodity transactions or agreements entered into between Buyer and Direct Energy Business, LLC (i) No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. (j) Seller may assign this Agreement without Buyer's consent. Buyer may not assign this Agreement without Seller's consent; which consent will not be unreasonably withheld. In addition, Seller may pledge, encumber, or assign this Agreement or the accounts, revenues, or proceeds of this Agreement in connection with any financing or other financial arrangements without Buyer's consent; in which case Seller shall not be discharged from its obligations to Buyer under this Agreement. (k) This Agreement may be executed in separate counterparts by the Parties, including by facsimile, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. (l) Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if such term is not defined therein then it shall have the well-known and generally accepted technical or trade meanings customarily attributed to it in the natural gas or electricity generation industries, as applicable. (m) The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement. (n) Any executed copy of this Agreement and other related documents may be digitally copied, photocopied, or stored on computer tapes and disks ("Imaged Agreement"). The Imaged Agreement will be admissible in any judicial, arbitration, mediation or administrative proceedings between the Parties in accordance with the applicable rules of evidence; provided that neither Party will object to the admissibility of the Imaged Agreement on the basis that such were not originated or maintained in documentary form. (o) Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, it is agreed that this Agreement will constitute a separate agreement with each such Party, as if each such Party had executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. (p) This CMA may be terminated by either Party upon at least thirty (30) days' prior written notice; provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all of their obligations with respect to the outstanding Transactions. (q) Buyer will not disclose the terms of this Agreement, without prior written consent of the Seller, to any third party, other than Buyer's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings agencies; provided that if Buyer receives a demand for disclosure pursuant to court order or other proceeding, it will first notify Seller, to the extent practicable, before making the disclosure.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.

BUYER: CUSTOMER NAME

SELLER: **Direct Energy Business, LLC**
Direct Energy Business Marketing, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

MINUTES OF THE MEETING
OF THE
DECATUR ZONING BOARD OF APPEALS

Thursday, November 13, 2014, 4:00 P.M.
City Council Chamber, Decatur Civic Center

The November 13, 2014 meeting of the Decatur Zoning Board of Appeals was called to order at 4:12 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Kim Aukamp, who determined a quorum was present.

Members Present: Erv Arends, Tom Brinkoetter, Julie Gahwiler, Barry Goodman, Kim Aukamp

Members Absent: Chris Harrison, Eileen Milligan

Staff Present: Billy Tyus, Joselyn Stewart, Randy Johner,
 Amy Waks, Janet Poland

It was moved and seconded (Gahwiler/Brinkoetter) to approve the minutes of the September 11, 2014 meeting of the Zoning Board of Appeals. Motion carried unanimously.

New Business

Cal. No. 14-09	Petition of WWP PROPERTIES LLC for a variance to reduce the number of required parking spaces from 150 to 119 at 320 EAST CENTRAL AVENUE.
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Mr. Billy Tyus was sworn in by Mrs. Janet Poland.

Mr. Tyus read the recommendation of staff:

The subject site is located at 320 East Central Avenue. The 2.95 acre site has been vacant for a number of years.

These lots are vacant and have been for a number of years as they were slated to be a part of the Wabash Crossing/Near North/Hope VI development. The development was not completed as originally envisioned in the early concepts. In July 2014, the City Council approved the rezoning of an 11 acre area to O-1 Office District in which the subject site is located.

The petitioner proposes to construct a 29,000 square foot medical office/health center for a not-for-profit Federally Qualified Health Center providing primary outpatient health care that would serve at least 51% low-to-moderate income residents as defined by the U.S. Department of Housing and Urban Development.

The petitioner is requesting a variance to reduce the number of off-street parking spaces from the required 150 to 119.

The request to reduce the number of off-street parking spaces from 150 to 119 creates a reduction in these spaces by approximately twenty percent (20%). The proposed medical office would serve a lot of residents that would normally walk or take public transportation to access this facility. Staff is of the opinion that the reduction in off-street parking spaces should not be detrimental to the overall health, safety and welfare of the neighborhood or the City as a whole.

Granting a variance for reduced off-street parking will not alter the essential character of the locality. The proposed medical office should not impair the adequate supply of light and air to adjacent properties; it should not increase congestion of the area or public safety; and the request is in harmony with the intent of the Zoning Ordinance and the Comprehensive Plan.

Staff recommends approval of the petition with the following conditions:

- a. The Premises shall only be used to house a not-for-profit Federally Qualified Health Center providing primary outpatient health care and serving at least 51% low-to-moderate income residents as defined by the U.S. Department of Housing and Urban Development or similar not-for-profit uses.
- b. Final site, landscaping and lighting plans shall be submitted to and approved by the Department of Planning and Building Services, the Department of Public Works and the Fire Department prior to building permits being released.

The Zoning Board can approve the variance request as presented, deny the variance request or modify the request as appropriate.

Mr. Erv Arends asked if there was an option to acquire more land so that parking would not be a problem. Mr. Tyus said there were discussions about this, however; the City owns the bulk of the land in the area and want to be able to maximize use of the land for other uses that would be beneficial to the area. This facility will serve a number of residents who will actually walk to it and the City is proposing to make amendments to the transit route as well. The amount of parking that would normally be required should not be required in this case.

Mr. Phil Cochran, representative, was sworn in by Mrs. Poland.

Mr. Cochran said he is able to announce that this facility will be used by CHIC. He stated the parking requirements are based on the number of exam rooms and the number of employees. The north side will be parking for the employees; the south side will be for public parking. Mr. Cochran said they feel this will be ample parking as many of the clients visiting the facility will either walk or use public transportation. This site has been maximized using every square foot you could for parking and building. There is also some on street parking in the area in the event of an overflow situation.

There were no questions and no objectors present.

It was moved and seconded (Arends/Goodman) to approve Cal. No. 14-09 as requested by the petitioner. Motion carried unanimously

There being no further business, it was moved and seconded (Gahwiler/Arends) to adjourn the meeting. Motion carried unanimously. Chairman Aukamp declared the meeting adjourned at 4:20 P.M.

City Clerk
2015-03

DATE: 7/1/2015

TO: Honorable Mayor McElroy and City Council Members

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

SUBJECT: It is recommended that the City Council approve the attached Resolution approving the appointments by the Mayor of Michael Sexton, Gregg Zientara, and Aaron Largent to serve on the Library Board until terms expire on July 1, 2016.

ATTACHMENTS:

Description	Type
▣ Resolution Approving Appointments	Resolution Letter

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Bright, Debbie	Approved	7/1/2015 - 4:04 PM
City Manager	Tyus, Billy	Approved	7/1/2015 - 5:53 PM
City Manager	Gleason, Tim	Approved	7/2/2015 - 9:51 AM

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointments 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:

Michael Sexton	Library Board	07/01/2016
Gregg Zientara	Library Board	07/01/2016
Aaron Largent	Library Board	07/01/2016

DATED this 6th day of July, 2015.

Michael T. McElroy, Mayor

RESOLUTION NO. R2015-_____
RESOLUTION APPROVING APPOINTMENTS

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 appointments 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 July, 2015.

Michael T. McElroy, 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 July, 2015.

Michael T. McElroy, Mayor

City Clerk
2015-02

DATE: 7/1/2015

TO: Honorable Mayor McElroy and City Council Members

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

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

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Ordinance authorizing the consumption of alcoholic liquor in Central Park for the Arts in Central Park 2015 event sponsored by Decatur Area Arts Council.

ATTACHMENTS:

Description	Type
Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park Decatur Area Arts Council	
Decatur Area Arts Council Letter	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Bright, Debbie	Approved	7/1/2015 - 4:06 PM
City Manager	Tyus, Billy	Approved	7/1/2015 - 4:47 PM
City Manager	Gleason, Tim	Approved	7/2/2015 - 9:50 AM

ORDINANCE NO. 2015-_____

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

WHEREAS, the Decatur Area Arts Council has planned its “Arts In Central Park 2015” event, with its Preview Party scheduled for Friday, September 18, 2015; and,

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

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

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

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

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

Friday, September 18, 2015

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of July, 2015.

Michael T. McElroy, Mayor

ATTEST:

City Clerk

DECATUR AREA
ARTS
COUNCIL
ARTS FOR ALL

January 16, 2015

Linda M. Swartz
City Clerk
City of Decatur Illinois
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

Re: Arts in Central Park

Dear Linda,

I am requesting the use of Central Park for Arts in Central Park 2015 from 7 AM Friday, September 18 through 7 PM Sunday, September 20. This is a juried fine arts fair with approximately 80 artists exhibiting their work for sale.

Many of the artists will be setting up their tents and artwork on Friday during the day with the remaining artists setting up early Saturday morning. A preview party is planned for Friday evening from 5 – 7 pm. The hours of the art fair is Saturday from 10 am – 5 pm and Sunday from 10 am – 4 pm. All artists should have their tents down and equipment packed away no later than 7 pm Sunday evening.

Permission is also requested to serve wine at the preview party on Friday. The wine will not be sold – only served to those 21 and over. Other beverages available will be soda and water.

We would also appreciate the grass being mowed mid week and extra garbage cans placed in the park. Layout and marking of the booth spaces is planned for Thursday, September 18.

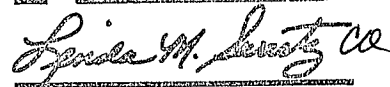
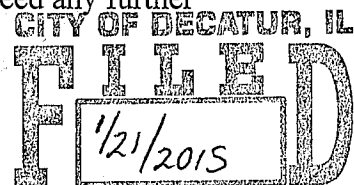
May we use the Transfer House for storage again this year?

As always, we will be responsible for all setup, tear down and clean up.

Thank you for your consideration. If you have any questions or need any further information, please give me a call at 217-423-3189.



Stella Carnahan
Administrative Director


CITY CLERK

**COUNCIL INFORMATION MEMORANDUM
NO. 2015-25**

DATE: June 17, 2015

TO: Honorable Mayor McElroy and City Council Members

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

RE: Transfer House Structural Repairs Project Final, City Project 2013-27

The Transfer House Structural Repairs Project was deemed necessary after discovering the two main support trusses had over five inches of sag. The project was awarded March 2, 2015 to 4MC Corporation in the amount of \$63,575.00. Work commenced on the project March 23, 2015. The project was significantly complete by April 27, 2015 and the Punch List was complete by June 5, 2015 at a total project cost of \$38,575.00 which is \$25,000.00 under the total awarded contract amount.

Below are photographs taken during project construction.



Pre-Construction



Preparing To Remove Bottom Chord



Removing Bottom Chord



New Bottom Chord in Place



Preparing For Fascia



Repairs Complete

This is for your information.

DEVELOPMENT SERVICES MEMORANDUM
Memo No. 15-20

TO: Honorable Mayor Michael T. McElroy and City Council

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

DATE: July 1, 2015

SUBJECT: Neighborhood Walks/Gatherings

The City of Decatur's Neighborhood Outreach Division will begin its series of Neighborhood Walks/Gatherings on Thursday, July 23, 2015 in the Hess Park Neighborhood.

The purpose of the walks/gatherings is to encourage a better connection between residents and the City, gain input on local neighborhood successes and concerns, and to provide and encourage direct interaction. For the last three years the Decatur City Council and staff have led a series of walks through various neighborhoods in an effort to learn first-hand the needs of individual neighborhoods, identify success stories and to encourage dialogue with residents.

Events will begin with gatherings at a predetermined neighborhood location with city staff leading a discussion about city requirements for property maintenance, available neighborhood resources, and other requests that have come up as part of past walks.

Brief walks will follow the sessions as necessary. Residents of visiting neighborhoods will receive information detailing start locations and the media will be notified as well.

A tentative schedule is as follows:

Hess Park Neighborhood	July 23rd
National Night Out (Johns Hill, Monroe, Kiwanis, Nelson Park)	Aug. 4th
Park City Mobile Home Park	Aug. 20th
Fairlawn Neighborhood	Sept. 24th
GM Square	Oct. 8th

Please note: All walks/gatherings are scheduled to take place during the week of a City council meeting. There will not be a formal gathering during the first meeting in August (National Night Out held on August 4th), which consist of a caravan and collaborations between various neighborhoods at 4 different parks: Johns Hill, Monroe, Kiwanis and Nelson.

The neighborhood walks represent one of a number of city initiatives designed to reinvigorate city neighborhoods.

Contact Richelle Irons at 217-424-2864 or Billy Tyus at 217-424-2727 for more information.