



**Tuesday, July 5, 2016
5:30 PM**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Minutes of June 20, 2016 City Council Meeting

IV. Unfinished Business

V. New Business

1. Proclamations and Recognitions
2. Boys and Girls Club of Decatur Presentation
3. Resolution Authorizing an Agreement with Farnsworth Group to Prepare a Preliminary Storm Drainage Design Report of the 32nd and Fulton Area, City Project 2016-04
4. Ordinance Amending City Code Chapter 47.3 - Control of Animals, Fowl and Dogs
5. 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 and Determining the Need for Confidentiality of Minutes of Closed Meetings
 - C. Resolution Authorizing Purchase of Aerial Pictometry Photography Macon County Emergency Telephone System Board
 - D. Resolution to Execute Equipment Lease Purchase Agreement with De Lage Landen Public Finance LLC

VI. Other Business

VII. Recess to Study Session

Council Goals

VIII. Recess to Closed Executive Session for the Purpose of a Discussion Regarding Litigation, when an Action, Against, Affecting or on Behalf of the Particular Public Body has been Filed and is Pending Before a Court or Administrative Tribunal, or when the Public Body Finds that an Action is Probable or Imminent and the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body

IX. Adjournment

CITY COUNCIL MINUTES

Monday, June 20, 2016

On Monday, June 20, 2016, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided; together with her being Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, and Dana Ray. Seven members present. Mayor Julie Moore Wolfe declared a quorum present.

City Manager Tim Gleason attended the meeting as well.

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

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

Chris Johns shared his views on video gaming businesses. Mr. Johns believed the current Ordinance should remain as written with no restrictions on the number of businesses.

John O'Brien said the Mayor and City Council should consider video gaming as a drag on the economy of Decatur. Mr. O'Brien thought the City should look at reducing the outflow of gaming profits by recovering the City's costs by collecting the money from the gaming machine owners.

Russell Shulke gave an ode to the American flag in remembrance of the tragedies that occurred in Florida over the past week.

Jim Gillen asked Council for their support to change the zoning at 2800 N. Water, which is the U-Haul property. Mr. Gillen has been the maintenance person and managed the property for 40 years.

Dave Grimes has a neighbor who has voiced his intent to bring his horses from Wyoming and keep them in his backyard. Mr. Grimes said he found out there is no City Ordinance in place to prevent this. Mr. Grimes requested Council review the Ordinance and come up with guidelines dealing with this issue.

City Clerk Debra Bright read the following list of Anticipated Action Items for the next regularly scheduled Council meeting:

1. Resolution to Approve a Professional Engineering Services Agreement with Farnsworth Group to Perform a Storm Drainage Review of the 32nd and Fulton Area, City Project 2016-04

2. Resolution Approving Expenditure of City Funds for Pictometry Aerial Photos for City GIS
3. Ordinance Amending City Code Chapter 47-Control of Animals, Fowl and Dogs

The minutes of June 6, 2016 City Council meeting were presented. Councilman Jerry Dawson moved the minutes be approved as written; seconded by Councilman Pat McDaniel, and on call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

This being the time set aside for unfinished business Mayor Julie Moore Wolfe announced there would be a Study Session on Video Gaming on July 18, 2016. Mayor Julie Moore Wolfe is looking for comments from the public on if the Council should cap the number of machines allowed in Decatur, what kind of fees should licensees pay, moral objections to additional operations, and whether the Council should let the free market prevail. Mayor Julie Moore Wolfe said, on another note, staff is exploring whether some type of local business preference can be established or not and staff will need additional time to investigate the matter.

Proclamations and Recognitions: Jacqueline Osborne with Sister Cities said that they are getting ready to send a delegation of students this summer to Tokorozawa, Japan. This year is the 50th Anniversary of Sister Cities. Mayor Julie Moore Wolfe and Jacqueline Osborne gave Certificates and Stephen Decatur medallions to the following students who will be traveling to Japan: Ifeolo Adeoye, Mallory Christensen, Israel Cooper, James Dunwell-Freeman, Aloni Jordan, and Seven Sassano.

Donna Munson co-owner of Decatur Area One Realtors and President of Decatur Association of Realtors gave a presentation regarding Illinois Realtors. Ms. Munson shared business is up this year. She spoke about various community events realtors are involved in and how real-estate is a changing business.

2016-32 Ordinance Rezoning Property PD Planned Development District to O-1 Office District 500 Blocks East King Street and East Central Avenue and 700-800 Blocks North Martin Luther King Jr. Drive, was presented.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Assistant City Manager Billy Tyus shared the property is the Wabash Crossing area. The change of zoning will help facilitate a social services campus.

Upon call of the roll, Councilmen Jerry, Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel. Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2016-33 Ordinance Amending B-3 Planned Shopping Center District 105 West 1st Drive, was presented.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Assistant City Manager Billy Tyus explained the amendment was specific to the Wharf restaurant. The restaurant is being demolished and rebuilt with a 300' expansion.

Upon call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2016-34 Ordinance Rezoning Property B-1 Neighborhood Shopping District to B-2 Commercial District 2721 North 22nd Street, was presented.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilman Pat McDaniel.

Upon call of the roll, Councilmen Jerry Dawson, Chris Funk, Dana Ray and Mayor Julie Moore Wolfe voted aye. Councilmen Bill Faber, Lisa Gregory, and Pat McDaniel voted nay. Four ayes; three nays. Mayor Julie Moore Wolfe declared the motion carried.

Ordinance Rezoning Property M-1 Intense Commercial/Light Industrial District and M-2 Heavy Industrial District to B-2 Commercial District 1205, 1215 and 1235 East Pershing Road, was presented

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2016-36 Ordinance Amending Zoning Ordinance – Section II. Definitions – Section XII. B-2 Commercial District – Section XIV. B-4 Central Business District Section XVI. M-1 Intense Commercial/Light Industrial District, was presented.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Assistant City Manager Billy Tyus explained the amendments to the Zoning Ordinance. In reviewing the Zoning Ordinance and what is happening at Northgate Mall there was a discovery that truck and trailer rentals were only allowed in the downtown area as part of our zoning ordinance so this amendment defines where those uses can be and specifically defines where passenger auto can be located as well.

Councilman Chris Funk asked if this action were not to be proposed today would the next agenda item be relevant. Could truck and trailer rental operations occur if this clarification wasn't made? Assistant City Manager Billy Tyus said "no." Councilman Chris Funk asked why staff is doing the clarification. Assistant City Manager Billy Tyus explained the Zoning Ordinance currently only allows truck and trailer rental in the Central Business district with a special use permit. Councilman Chris Funk asked if any M-1 could be truck and trailer rental in the future. Assistant City Manager Billy Tyus said as a primary use. Councilman Jerry Dawson asked if intermodal trailers could be stacked on the property if it is rezoned to M-1. Assistant City Manager Billy Tyus said that would not be allowed. Councilman Bill Faber asked if the Plan Commission is proposing this change unanimously. Assistant City Manager Billy Tyus said, yes, the changes to the Zoning Ordinance.

Aaron Freeman with U-Haul Company of Illinois asked if it were possible to allow a conditional use permit as opposed to rezoning for truck and trailer rentals. Assistant City Manager Billy Tyus said if Mr. Freeman is asking if a conditional use permit would allow for U-Haul to operate at that facility the answer is, no, in that the only place a truck and trailer facility is allowed to operate as a primary use is in the B-4 Central Business District. Mr. Freeman asked if a conditional use permit could be put into place as opposed to rezoning. Assistant City Manager Billy Tyus said a conditional use permit could be put in place, but it isn't something staff would recommend.

Upon call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Ordinance Rezoning Property B-2 Commercial District to M-1 Intense Commercial/Light Industrial District – 2800 North Water Street, was presented.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Assistant City Manager Billy Tyus said the petitioner requested the rezoning and staff is recommending the denial of the petition. This property is best suited for commercial development as the City goes forward. Mr. Tyus explained that there were and are long term leases in place and the holder of the property did not make it available for sale. Councilman Funk and Councilman Faber thought there were probably other better locations for the U-Haul facility. Mayor Julie Moore Wolfe asked if the rezoning takes away any opportunity for sales tax revenue. Mr. Tyus said this type of

use does not generate the level of retail sales that other traditional retail opportunities do.

Russell Shulke had concerns about previous retail businesses that have failed in that area and with this development the amount of increased traffic in that area. He asked Council not to pass the rezoning.

Attorney Ed Flynn said he has a long history of being a proponent of development in this community and he stated it was for that reason he was opposed to rezoning in this area. Mr. Flynn was not opposed to this development, he was opposed to this project on this site. This project is going to have very limited sales tax and to put a development of this type on the busiest intersection in Decatur is a mistake. The City has an opportunity to develop a big box site with significant retail income and sales tax revenue which would help the financial issues of this community. Mr. Flynn understood U-Haul had purchased the property and he hoped U-Haul would work with the City to find another location. Mr. Flynn encouraged Council to be patient and let another developer come in there.

Upon call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Patrick McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted nay. Mayor Julie Moore Wolfe declared the motion failed.

R2016-74 Resolution Authorizing Submission of Justice Administration Grant Application and Memorandum of Understanding – Bureau of Justice Assistance, was presented.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Councilman Bill Faber suggested using the funds towards a secured zone between Millikin University and the downtown area.

Upon call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2016-75 Resolution Authorizing a Representative to Sign Loan Documents for South Water Treatment Plant Clarified Conversion Project City Project W1603, was presented.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2016-76 Resolution Authorizing City Manager to Execute Agreement with Dewberry Architects, Inc. for Construction Project Management Services, was presented.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

Councilman Chris Funk asked if staff had sought multiple proposals or bids. City Manager Tim Gleason stated staff did not. City Manager Tim Gleason explained the relationship the City had with Dewberry related to the Police Station is why staff used them for the Fire Facility Study and the reason staff recommended Dewberry serve as the Project Manager for the Fire Facilities. Councilman Bill Faber asked why the City waited until this is a crisis situation. Councilwoman Lisa Gregory said almost half of this Council is new and half of these issues that Council has had to deal with have been incredibly difficult and this is something this Council is trying to rectify. City Manager Tim Gleason said after being a month on the job the Fire facilities had become a priority.

Upon call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2016-77 Resolution Authorizing City Manager to Enter into a Debt Instrument to Finance Repair and Maintenance of Fire Station Facilities, was presented.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

Councilman Chris Funk stated as a representative of one of the local banks he would abstained from the vote.

Councilman Bill Faber asked what the projected carrying charges would be on the interest. Finance Director Gregg Zientara explained he wouldn't have an answer until the banks submitted proposals.

Upon call of the roll, Councilmen Jerry Dawson, Bill Faber, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Councilman Chris Funk abstained. Six ayes; one abstention. Mayor Julie Moore Wolfe declared the motion carried.

R2016-78 Resolution Authorizing City Manager to Enter into a Debt Instrument to Finance Local Street Resurfacing and Reconstruction, was presented.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Councilman Chris Funk stated as a representative of one of the local banks he would abstained from the vote.

Councilwoman Lisa Gregory asked as crews began to dig up the streets in the residential areas are they also looking to see where the City might need larger water mains. City Manager Tim Gleason said staff does looks at what other opportunities the City has while the ground is dug up.

Upon call of the roll, Councilmen Jerry Dawson, Bill Faber, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Councilman Chris Funk abstained. Six ayes; one abstention. Mayor Julie Moore Wolfe declared the motion carried.

R2016-79 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Kinney Contractors, Inc. for 2016 Storm Drainage Improvement Project, City Project 2016-30, was presented.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Consent Calendar Items A through S and asked if any Council member wished to have an item removed from Consent Calendar. Councilman Pat McDaniel asked to remove Item D. Councilman Chris Funk asked to remove Items F. and G. Councilman Bill Faber asked to remove Item B.

The Clerk read Items A, C, E, and H - S.

A. Receiving and Filing of Minutes of Boards

C. R2016-80 Resolution Authorizing Application for Designation as a Section 5310 Public Body

E. R2016-82 Resolution Approving Expenditure of City Funds for Microsoft Office 365 Licensing Fulfillment.

- H. R2016-83 Resolution Authorizing a Support Services Agreement with B&W Control Systems Integration LLC for South Water Treatment Plant SCADA System
- I. R2016-84 Resolution Approving a Change Order to the Engineering Services Agreement with Bainbridge, Gee, Milanski & Associates, Inc. for Design Services for the Starr Crest Pump Station Improvements, City Project 2014-32
- J. 2016-40 Ordinance Establishing Handicapped Parking Space in Front of 238 South Crea Street
- K. 2016-41 Ordinance Authorizing the Installation of Stop Signs at the Intersection of North Calhoun Street and East North Street Facing East North Street
- L. 2016-42 Ordinance Removing No Parking Restriction on the South Side of the 600 Block of East Center Street
- M. 2016-43 Ordinance Authorizing the Installation of Stop Signs at the Intersections of North Illinois Street with East Elmhurst Avenue Facing East Elmhurst Avenue
- N. 2016-44 Ordinance Establishing Stop Intersection – North Illinois Street and East Harrison Avenue
- O. 2016-45 Ordinance Establishing Stop Intersection – North Illinois St and East Mueller Avenue
- P. 2016-46 Ordinance Establishing Stop Intersection – North Illinois Street and East Curtis Avenue
- Q. 2016-47 Ordinance Authorizing the Installation of Stop Signs at the Intersection of South Illinois Street and East Lincoln Avenue Facing East Lincoln Avenue
- R. 2016-48 Ordinance Authorizing the Installation of Stop Signs at the Intersection of South Seigel Street and West Forest Avenue Facing West Forest Avenue

S. R2016-85 Resolution Authorizing the Filing of Grant Application with Federal Transit Administration

Councilwoman Dana Ray moved the motion to approve the items as presented do pass; seconded by Councilman Jerry Dawson.

Upon call of the roll, Councilmen Jerry Dawson, Bill, Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Item. B. 2016-37 Ordinance Amending City Code – Chapter 7 – Officers and Employees Generally, was presented.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilwoman Lisa Gregory.

Councilman Bill Faber announced under Other Business he is going to propose his own change to this section of the Municipal Code and he is going to vote no on this item.

Upon call of the roll, Councilmen Jerry Dawson, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Councilman Bill Faber voted nay. Six ayes; one nay. Mayor Julie Moore Wolfe declared the motion carried.

Item. D. R2016-81 Resolution Authorizing Execution of an Amended Preliminary Engineering Services Agreement for Federal Participation with Massie Massie & Associates for Decatur Corridor Monument Installations project, Project No. TE-00D7(040), was presented.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Councilman Pat McDaniel asked what the money would be used for. Assistant City Manager Billy Tyus explained the funds would be used for entry signage, directional signage and monuments along the signage throughout the community.

Upon call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Item. F. 2016-38 Ordinance Amending City Code – Chapter 51.2 – Food and Beverage Tax, was presented.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Councilman Chris Funk asked to clarify the amendment would move up by ten days the collection date of the Food and Beverage Tax and the Hotel Use Tax and the City would increase the late charge from 2% to 10%, but if establishments file timely they would get a 1.75% reduction. Councilman Chris Funk asked what portion of people currently file late, what was the average Food and Beverage Tax bill and what kind of revenue would the City lose if the City doesn't currently give a discount. City Manager Tim Gleason explained the staff's goal is trying to be uniform with the Local Motor Fuel Tax that recently was passed. Finance Director Gregg Zientara said that is a specific reason with the passage of the Local Motor Fuel Tax. The City has a number of repeat offenders who don't pay their taxes on time. There are approximately 200 Food and Beverage enterprises and less than 50 hotels. There are approximately 10% of the tax payers that pay the City late.

Upon call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Item. G. 2016-39 Ordinance Amending City Code – Chapter 51.5 – Hotel Use Tax, was presented.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

This being the time set aside for Other Business, Councilman Bill Faber brought forward a proposal to allow citizens to participate in the review of the operations of City government. Councilman Bill Faber believes the Fire Chief and Chief of Police serve all the people. Councilman Bill Faber proposed a binding referendum be placed on the November 8, 2016 general election ballot to make a change in the Municipal Code. That the Municipal Code be revised so the Police Chief or Fire Chief cannot be removed or fired without the consent of City Council. Mayor Julie Moore Wolfe asked Councilman Bill Faber to bring his proposal back to the next City Council meeting and if he gets the support of two Council members they will take it a Study Session. Councilwoman Dana Ray shared her views on Councilman Bill Faber's proposal. Councilwoman Dana Ray said for our community to move forward we can't continue to allow things to occur that undermine the City Manager's responsibility. To put the Fire Chief and Police Chief in a protected class is not fair because Council doesn't work with them on a daily basis, the manager is in this position and that is what Council hired him to do. Council needs to equip the manager to do his job and do it properly. Councilman Pat McDaniel asked if under Illinois Statutes the proposal could not go through because that responsibility lies

with the City Manager in our form of government. Corporate Counsel Wendy Morthland stated that was correct under Municipal Code.

No further Other Business, Mayor Julie Moore Wolfe called to Recess to a Study Session for:

1. 2015 Report on Minority Participation on Public Works Contracts
2. Treasurer's Financial Report
3. Council Goal Setting

Councilwoman Lisa Gregory moved to recess to Study Session; seconded by Councilman Jerry Dawson.

Upon call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Public Works Director Rick Marley gave a report on 2015 Minority Participation on Public Works Contracts. Public Works Director Rick Marley reviewed the past year's minority hiring and outreach efforts. Certified payroll is entered into ePrismsoft software, and the software is available to every contractor in the City. He shared with Council in 2016 there will be improved MBE sub-contractor recruiting procedures. Assistant City Manager Billy Tyus said staff wants to increase diversity on City projects and within our organization, so it is important for staff to do that. Staff will increase outreach, such as formal advertising, marketing and a presence at long standing events to let people know where the work is.

Mayor Julie Moore Wolfe and City Manager Tim Gleason congratulated Patrick Hoban on his Economic Development certification.

Finance Director Gregg Zientara gave the Treasurer's financial report. The City has gained cash position of \$900,000 since January 1, 2016. The City has 16 days of cash reserves built up.

Assistant City Manager Billy Tyus presented Round Two of the Council's Goals setting. Four big goals the Council has accomplished are 1. Storm Sewer Maintenance, 2. Water System Improvements, 3. Police Department Relocation, and 4. Maintenance for Sanitary Sewers. Mr. Tyus reviewed the five areas of goals for 2016 and beyond are to 1. Prioritize and support Infrastructure improvements, 2. Continued creation – development community of choice, 3. Creation of first class tech community, 4. Neighborhood revitalization and 5. Organizational operations. In the first quarter of 2016 more than \$40 million in economic development has been invested in our community. Mr. Tyus asked Council to review the goals and share their comments with the City Manager. Councilman Pat McDaniel requested to formulate a new downtown parking plan and pave over the really bad brick streets and for those individuals who want to

keep the brick streets, the City should implement a fee. Councilman Chris Funk agreed they need to revisit the downtown parking situation and build an early budget plan within the next couple of months. Councilwoman Lisa Gregory stated staff needed to get out to the community what has been accomplished.

Councilman Jerry Dawson moved to recess to Closed Executive Session for the Purpose of a Discussion Regarding the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body; seconded by Councilman Pat McDaniel, and on call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Council went into Closed Executive Session at 8:14 p.m.

There being no further business, Councilman Pat McDaniel moved the regular Council meeting be adjourned; seconded by Councilman Jerry Dawson, and all were in favor by voicing no objections. Mayor Julie Moore Wolfe declared the Council meeting adjourned at 8:27 p.m.

Approved _____
Debra G. Bright
City Clerk

Public Works

DATE: 6/24/2016

MEMO: 2016-42

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution to Authorize Agreement with Farnsworth Group to Prepare a Preliminary Storm Drainage Design Report of the 32nd and Fulton Area, City Project 2016-04

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum No. 2016-42 and other attachments for further details.

COPY: Steve Myers, Farnsworth Group

ATTACHMENTS:

Description	Type
Council Memorandum 2016-42	Cover Memo
Resolution Preliminary Design F-W Group	Resolution Letter
Agreement F-W Group 32nd-Fulton	Backup Material
Location Map 32nd / Fulton Drainage Area	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2016-42**

DATE: June 22, 2016

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Agreement with Farnsworth Group to Prepare a Preliminary Storm Drainage Design Report of the 32nd and Fulton Area, City Project 2016-04

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest, a professional engineering services agreement between the City of Decatur and Farnsworth Group, to prepare a preliminary storm drainage design report of the 32nd and Fulton area of the City for a fee not to exceed \$80,200.

PRIOR COUNCIL ACTION:

This project was identified as the #3 priority in the City's 2009 Stormwater Master Plan. There have been no prior Council actions on this item.

STORM DRAINAGE 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

The 32nd/Fulton Area Drainage Project addresses item 1 in the Master Plan. This area is listed as the 3rd priority in the 2009 Stormwater Master Plan and is a high priority area for reducing the infiltration of storm water into the sanitary sewer system. Improving storm drainage will help reduce sanitary sewer overflows and basement backups in addition to reducing area flooding.

Stormwater Utility Fund Projects

In April, 2014, the City Council approved a Stormwater Utility to provide a dedicated funding source to improve known drainage problems and to improve maintenance on existing stormwater facilities. To date the following high priority projects are being designed:

1. **Baltimore Road Storm Sewer:** The proposed Baltimore Road storm sewer will serve areas that ranked 3rd and 14th in the 2009 Master Plan. This project is being designed by Chastain & Associates, LLC as a cooperative venture with the planned reconstruction of Baltimore Road by the Macon County Highway Department. The new storm sewer designed for Baltimore Road will

be sized to drain portions of the City within a reasonable distance of the new roadway. **Timeline:** Construction on Baltimore Road is scheduled to begin in 2017.

2. **Nelson Park Neighborhood Storm Drainage:** This project addresses the area ranked as the 2nd highest priority in the 2009 Master Plan. The project will separate storm drainage from the sanitary sewer system serving the neighborhood along with other storm drainage improvements. These improvements are planned to be funded through a low interest loan administered by the Illinois Environmental Protection Agency. **Timeline:** Construction is scheduled to begin spring of 2017.
3. **Meadowlark Subdivision:** This project targets the neighborhood's ongoing storm drainage problems which were ranked as the 1st priority in the 2009 Master Plan. Drainage problems in Meadowlark include flooding in the major storm drainage ditch coursing through the neighborhood, storm sewer surcharging during heavy rains, and general street flooding. **Timeline:** These improvements are scheduled to begin in late 2017.

BACKGROUND:

On February 26, 2016, the Public Works Department issued a request for proposals and qualifications from area engineering firms. Nine firms responded to the City's request and 5 firms submitted formal proposals and statements of qualifications. Public Works Department staff reviewed the proposals and recommends Farnsworth Group as the firm best able to serve the City in preparing a preliminary engineering design of the storm drainage in the 32nd and Fulton area of the City and providing recommendations for future actions. Farnsworth is an engineering firm located in Central Illinois and has a branch office in the City. They have completed several design projects for the City.

The 32nd / Fulton Drainage Improvement Project will be completed in 3 phases:

1. Preliminary Drainage Design: This phase will review the area storm drainage system, or lack thereof, and will prepare an action plan for the City consisting of future drainage projects to be designed and constructed to address identified problems. The main product for this phase will be the preparation of a Preliminary Design Report that will identify the specific drainage concerns, prioritize them, recommend solutions, and estimate probable costs. Preliminary results should be completed in time to incorporate recommendations into the City's 2017 Capital Improvement Plan and the final report should be completed by February, 2017.
2. Final Design(s): Using the Project Design Report referenced above, City staff will be able to clearly outline the scope of services to plan for the design and construction of future drainage projects. It is anticipated that the majority of these projects will be a few years in the future, depending on their size and complexity. The 2009 Storm Drainage Master Plan suggested that possible design and construction costs to address storm drainage in this area could exceed \$10 million. Therefore, it is likely that projects in this area will be scheduled in future years such that they can be accomplished within the expected revenues of the system or that a low interest loan be sought to finance the work.
3. Construction Phase(s): This phase will consist of constructing identified improvements. Depending on the area needs and projected costs, this phase could be broken into multiple projects to better schedule the work and meet the funding ability of the City. Construction is not currently shown in the City Capital Improvement Plan. The current project will enable future design and construction projects to be planned in the Capital Improvement Plan.

Engineering Services Agreement

The scope of services for the first phase of the 32nd and Fulton Area Storm Drainage Improvement Project includes:

1. Hold public meetings with the residents of the 32nd / Fulton drainage area and other stake holders, including area businesses, to review and document storm drainage concerns affecting this portion of the City.
2. Conduct a general review of the area and identify major drainage elements including storm sewers, culverts, detention ponds, streams, etc.
3. Perform an in-depth review of the impact of storm water on the neighborhood which will include modeling projected storm water flows in and around the neighborhood area.
4. Determine priorities and recommendations.
5. Hold a second meeting with area residents to review the proposed recommendations and priorities. Adjustments will be made in response to neighborhood input.
6. Complete the Preliminary Design Report to give direction to future phases of the project.

POTENTIAL OBJECTION: None

INPUT FROM OTHER SOURCES: Farnsworth Group, Inc.

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

SCHEDULE: DESIGN AND CONSTRUCTION:

Work on the Preliminary Design Report is scheduled to begin immediately and be completed and submitted for review by December of this year. Draft results will be available for use during the preparation of the 2017 Capital Improvement Plan which will determine the timing of the following design and construction phases.

BUDGET IMPLICATIONS:

Budget Impact: The proposed engineering services agreement with Farnsworth Group, Inc. is for a cost of \$80,200. Funding for this project is allocated in the Storm Water Fund which is supported by the Storm Water Utility.

Staffing Impact: Staff time is allocated to manage and review the 32nd / Fulton drainage review project.

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

Attach: 3

cc: Steve Myers, Farnsworth Group

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING
SERVICES AGREEMENT WITH FARNSWORTH GROUP
TO PREPARE A PRELIMINARY STORM DRAINAGE DESIGN REPORT
OF 32ND / FULTON AREA
CITY PROJECT 2016-04**

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

Section 1. That the Agreement authorizing the professional engineering services to prepare a preliminary storm drainage design report for the 32nd and Fulton Area, City Project 2016-04, presented to the Council herewith between the City of Decatur and Farnsworth Group., be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Professional Engineering Services Agreement between the City of Decatur, Illinois and Farnsworth Group., for a fee not to exceed \$80,200.

PRESENTED and ADOPTED this 5th day of July, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

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

Farnsworth Group, Inc., 132 South Water Street, Suite 447, Decatur, IL 62523,
("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

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

SECTION I. GENERAL

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

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

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

1. City's Requirements. Review available data and consult with the City's Representative to clarify and define the City's requirements for the Project.
2. Advise Regarding Additional Data. Advise the City's Representative as to the necessity of the City's providing or obtaining from others data or services of the types described in Section V(C) in order to evaluate or complete the Project, and act as the City's representative in connection with any such services.
3. Technical Analysis. Provide analysis of the City's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.
4. Economic Analysis. Provide a general economic analysis of the City's requirements applicable to various alternatives in accordance with economic parameters and assumptions provided by the City's Representative.
5. Report Preparation. Prepare a report ("Study Report") containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to the City of Decatur. The Study Report shall also set forth the Consulting Engineer's findings and recommendations with opinions of probable costs for the Project, including construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs"). Specific requirements for the Study Report are included in Exhibit A, Scope of Services.
6. Report Presentation. Furnish paper copies and digital copies of the Study Report in the number and format specified in Exhibit A, Scope of Work, and present and review the Study Report in person with the City as the City's Representative shall direct. The cost of reproduction of the Study Report shall be considered a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
7. Completion Time. The Study Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.

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

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall

assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.

B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not. Reuse of any of the work product of the Consulting Engineer by the City on extensions of this Project or any other project without written permission of the Consulting Engineer shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the Consulting Engineer from all damages and costs including attorney fees arising out of such reuse by the City or others acting through the City.

C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.

D. INSURANCE.

1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
 - a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.

- c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.
 - f. Limits of liability of such policies and date of expiration of policies.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.
7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:
- a. Workers' Compensation:
 - Coverage A: Statutory Limits
 - Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
 - b. General Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:
 - Personal Injury Liability coverage.
 - c. Automobile Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
 - d. Professional Liability: A professional liability errors and omissions policy with limits of one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.
8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

- 1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
- 2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Consulting Engineer is given not less than fifteen (15) calendar days prior

written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.

3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consulting Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.
 4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.
- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.
- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.

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

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be

necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.

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

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times 3.28 for services rendered by principals and employees assigned to the Project.

Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct labor costs are set forth in Exhibit H hereto.
- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.1.

- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

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

D. PAYMENT FOR WORK COMPLETED

1. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
 2. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
 3. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.
 4. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
 5. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
 6. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's

Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this _____ day of _____, 2016

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Consulting Engineer Firm

By: _____

PROJECT SCOPE OF SERVICES – June 24, 2016

City of Decatur
32nd / Fulton Ave. Drainage Review

Drainage Study for Approximately 300 acre study area bounded generally by U.S. Route 36 on the north, Blaine Lane on the east, Maryland Street to the south and 31st Street to the west, most commonly known as 32nd and Fulton Ave Neighborhood.

1. Field Surveys

- Pending review of available GIS data, existing City topographic information, as-built surveys, storm sewer maps, culvert drawings or other existing information on the topography and storm water conveyance in the study area.
- Assume 5 days of additional miscellaneous structure and topographic surveying by Farnsworth Crews to supplement available data to build hydraulic model of critical waterways.

2. Meetings

- One (1) data collection visit to collect and compile all existing City data.
- One (1) project kickoff visit to meet with City staff to identify critical areas, potential solutions that have been considered, current projects that might impact drainage, and perform detailed review of study area.
- One (1) Public Open House #1 to meet with neighborhood stakeholders and identify critical areas.
- One (1) Findings Workshop with City staff to present initial findings of study identifying critical areas, undersized infrastructure or low lying areas subject to flooding during extreme events.
- One (1) Alternatives Workshop with City staff to review alternative solutions, discuss review criteria, identify other alternatives and prepare for analysis and recommendation
- One (1) Recommendation Workshop with City staff to present recommendations and prepare presentation for Public Open House #2.
- One (1) Public Open House #2 to present findings, alternatives, and recommendations.

3. Mapping, Modeling and Analysis

- Prepare CADD base map of study area, utilizing GIS, existing data, and data collected during field effort.
- Prepare exhibits for Public Open House #1 showing study area and existing infrastructure.
- Develop an EPA SWMM, HEC_HMS or alternative storm water model to evaluate performance of storm water conveyance infrastructure in existing conditions in watershed. Evaluate findings of model with information collected during public open house to identify true critical areas in the watershed for discussion with City staff in Findings Workshop.
- Utilizing information collected from public in Public Open House #1 and city staff in Findings Workshop, utilize storm water model to evaluate alternative solutions to alleviate flooding or ponding at critical areas.
- Prepare exhibits providing conceptual detail and relative scale of cost for alternatives developed.
- Utilizing information collected at Alternatives Workshop with City staff, develop evaluation criteria for alternatives and provide recommended improvements plan
- Prepare exhibits detailing recommended improvement plan for Recommendations Workshop with City staff.

PROJECT SCOPE OF SERVICES – June 24, 2016

City of Decatur
32nd / Fulton Ave. Drainage Review

- Prepare exhibits for Public Open House #2 to present findings and recommendation to public.
- Prepare Final Report and provide final CADD files.

Note: 1. Not included in this Contract and Scope of Services:

- Detailed topographic survey of entire 300 acre study area
- Property Surveys
- Roadway, Traffic, or Potable Water/Sanitary Sewer studies or design
- Attendance or presentation at Planning and Zoning or City Council Meetings
- Construction Documents, Bidding Assistance or Construction Administration
- Preparation or Provision of GIS data of final mapping beyond Shape Files
- Geophysical or Environmental Investigations
- IDNR or Corps of Engineers Permitting
- FEMA Letters of Map Revision or Flood Studies
- IDOT Coordination or Permitting

The items listed above could be done on a time and material basis or under a separate contract addendum if requested at a later date by the Client.

Estimated Project Schedule:

Contract Awarded by City Council	July 5, 2016
Project Kickoff	July 12 , 2016
Advertise Public Open House	July 14, 2016
Public Open House #1	July 21, 2016
Findings Workshop	August 8, 2016
Alternatives Workshop	September 5, 2016
Recommendations Workshop	September 28, 2016
Advertise Public Open House	October 5, 2016
Final Public Open House	October 12, 2016
Draft Report / Estimates of Cost Submitted	October 26, 2016
Final Report Submitted	December 28, 2016

Work Breakdown Structure

Project: Decatur Fulton Street Drainage
Location: Decatur IL
Client: City of Decatur

Project No.:
Engineer: RBL

Date: 11-Jun-16



Task Group & Description			Myers		Lott	Pollock		Robertson		Admin Support	Field Vehicle & Equip	Costs		Budget Cost
			Principal	Senior Engr Manager	Engr Manager	Project Engineer	Designer	Engineer Intern II	Surveyor			Task Cost	Total Task Cost	
Phase 2016 Rates			\$199.00	\$192.00	\$181.00	\$145.00	\$126.00	\$115.00	\$126.00	\$92.00	\$69.00	\$13.00		
			554.0	10.0	130.0	160.0	74.0	64.0	66.0	50.0	10.0			
Field Surveys			116.0											
	Set Up, Data Management, Coordination		24.0						16.0	8.0	2.0	\$ 2,778.00		
	Assume 5 days of misc. surveying		84.0						42.0	42.0	8.0	\$ 9,260.00		
	QA/QC.		8.0						8.0			\$ 1,008.00		
													\$ 13,046.00	\$ 13,100.00
Meetings			88.0											
	Project Kickoff		6.0	6.0								\$ 1,152.00		
	Data Collection		16.0	8.0		8.0						\$ 2,696.00		
	Public Open House #1		15.0	3.0	6.0	6.0						\$ 2,619.00		
	Findings Workshop		12.0	6.0		6.0						\$ 2,022.00		
	Alternates Workshop		12.0	6.0		6.0						\$ 2,022.00		
	Recommendation Workshop		12.0	6.0		6.0						\$ 2,022.00		
	Public Open House #2		15.0	3.0	6.0	6.0						\$ 2,619.00		
													\$ 15,152.00	\$ 15,200.00
Mapping, Modeling and Analysis			350.0											
	Create Base Map		16.0				12.0	4.0				\$ 1,972.00		
	Compile and Review Existing Data		36.0	12.0		16.0		8.0				\$ 5,544.00		
	Develop Exhibits for Public Open House #1		16.0	2.0		4.0	6.0	4.0				\$ 2,180.00		
	Develop H/H Models		80.0	8.0		32.0	16.0	24.0				\$ 10,952.00		
	Evaluate Existing Conditions, Identify Critical Areas		32.0	16.0		16.0						\$ 5,392.00		
	Prepare Exhibits for Findings Workshop		8.0	4.0			4.0					\$ 1,272.00		
	Develop Alternatives		32.0	8.0		12.0	8.0	4.0				\$ 4,744.00		
	Evaluate Alternatives, Compile Results		12.0	4.0		8.0						\$ 1,928.00		
	Cost Estimate Alternatives		14.0	2.0		4.0		8.0				\$ 1,884.00		
	Develop Exhibits for Alternatives Workshop		10.0	6.0			4.0					\$ 1,656.00		
	Compile Criteria, Develop Recommendations		20.0	4.0		12.0	4.0					\$ 3,012.00		
	Opinion of Cost for Final Recommendation		12.0	2.0		2.0		8.0				\$ 1,594.00		
	Develop Exhibits for Public Open House #2		10.0	2.0			8.0					\$ 1,392.00		
	Final Revisions to Model and Exhibits		12.0	4.0		4.0	4.0					\$ 1,852.00		
	Prepare Final Report and Cost Estimate		32.0	12.0		8.0	8.0	4.0				\$ 4,932.00		
	Qc/Qa		8.0	4.0		4.0							\$ 50,306.00	\$ 50,400.00
													Labor Total	\$78,700.00
													Expenses	\$1,500.00



CITY OF DECATUR ILLINOIS

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

Notice to Proceed

TO:	Farnsworth Group, Inc.
City Project Name:	Decatur Fulton St. Drainage
City Project Number:	
City Project Phase:	

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

The City Representative for this Phase of work is _____.

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

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

ACCEPTANCE OF NOTICE

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

City of Decatur
32nd & Fulton St. Drainage Study

	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16
Contract Awarded							
Project Kickoff							
Data Collection							
Advertise Public Open House #1							
Public Open House #1							
Findings Workshop with City Staff							
Modeling and Analysis							
Alternatives Workshop with City Staff							
Final Analyses and Estimates							
Recommendations Workshop with City Staff							
Advertise Public Open House #2							
Public Open House #2							
Draft Report / Estimates of Cost Submitted							
Final Report Submitted							



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

Change Order

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

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

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

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

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

State fully the nature and reason for the change order _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
06/22/2016

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

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

PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108 1-800-527-9049		CONTACT NAME: Certificate Administrator PHONE (A/C, No, Ext): 217-352-7408 FAX (A/C, No): 217-352-7409 E-MAIL ADDRESS:															
INSURED Farnsworth Group, Inc. 2709 McGraw Drive Bloomington, IL 61704		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: XL SPECIALTY INS CO</td> <td>37885</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL SPECIALTY INS CO	37885	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:																	
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 47170409

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims Made)		DPR9806222	06/15/16	06/15/17	Each Claim 1,000,000 Aggregate 1,000,000

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

There is a 30 day notice of cancellation.

 Farnsworth Group, Inc. Project P0160436.00 Decatur Fulton Area Drainage
 Farnsworth Group, Inc. Project Manager Brandon Lott

CERTIFICATE HOLDER

CANCELLATION

City of Decatur Public Works Department 1 Gary K. Anderson Plaza Decatur, IL 62523 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 6/22/2016

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

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

PRODUCER Cottingham & Butler Robert Heath 800 Main St. Dubuque IA 52001	CONTACT NAME: PHONE (A/C, No, Ext): 563-587-5000 FAX (A/C, No): 563-583-7339 E-MAIL ADDRESS: 														
INSURED FARNNGRO-01 Farnsworth Group, Inc. 2709 McGraw Drive Bloomington IL 61704	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B: Travelers Casualty Insurance Company</td> <td>19046</td> </tr> <tr> <td>INSURER C: The Travelers Indemnity Company of</td> <td>25666</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Phoenix Insurance Company	25623	INSURER B: Travelers Casualty Insurance Company	19046	INSURER C: The Travelers Indemnity Company of	25666	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: The Travelers Indemnity Company of	25666														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 642680704** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:			630 2H074452 PHX	6/15/2016	6/15/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Employee Benefits \$1M/\$2M
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			810 2H074452 COF	6/15/2016	6/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0			CUP 2H074452 TIL	6/15/2016	6/15/2017	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB 2H354726 ASF	6/15/2016	6/15/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Property			630 2H074452 PHX	6/15/2016	6/15/2017	BPP Limit \$3,485,000
A	Inland Marine			630 2H074452 PHX	6/15/2016	6/15/2017	Rented/Leased \$50,000

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

The City of Decatur and its officers and employees are additional insured on the General Liability policy on a primary, non-contributory basis and the Auto Liability policy subject to all terms and conditions of the policy forms. A 30 day notice of cancellation is provided by the insurance company to the certificate holder as outlined by the endorsement attached to the General Liability, Auto Liability, and Workers' Compensation policies.

Farnsworth Group, Inc. Project P0160436.00 Decatur Fulton Area Drainage
 Farnsworth Group, Inc. Project Manager Brandon Lott

CERTIFICATE HOLDER
CANCELLATION

Public Works Department City of Decatur 1 Gary K. Anderson Plaza Decatur IL 62523	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

The corporate officers are as follows:

President: Karen M. Jensen

Vice President: Aaron S. Quick

Secretary: Donald K. Rutledge

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if necessary)

_____ Name	_____ Home Address & Telephone
---------------	-----------------------------------

_____ Name	_____ Home Address & Telephone
---------------	-----------------------------------

_____ Name	_____ Home Address & Telephone
---------------	-----------------------------------

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

SECTION II. NON-COLLUSION STATEMENT (50 ILCS 105/3; 65 ILCS 5/3.1-55-10)

- A. This bid is made without any connection or common interest in the profits with any other person other than the Consulting Engineer except as listed on a separate attached sheet to this affidavit.

Check One:

_____ Others Interested in Contract X None

- B. No department director or any employee or any officer of the City of Decatur has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.

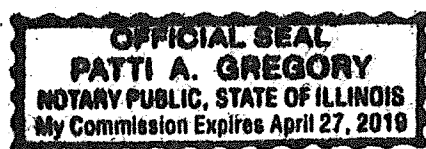
- C. That the Consulting Engineer is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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



CONSULTING ENGINEER

Steve Myers
Signature

Steve Myers, PE, LEED AP
Printed Name

Principal
Title

SUBSCRIBED and SWORN to before me this 16th day of June, 2016

Patti A. Gregory
Notary Public

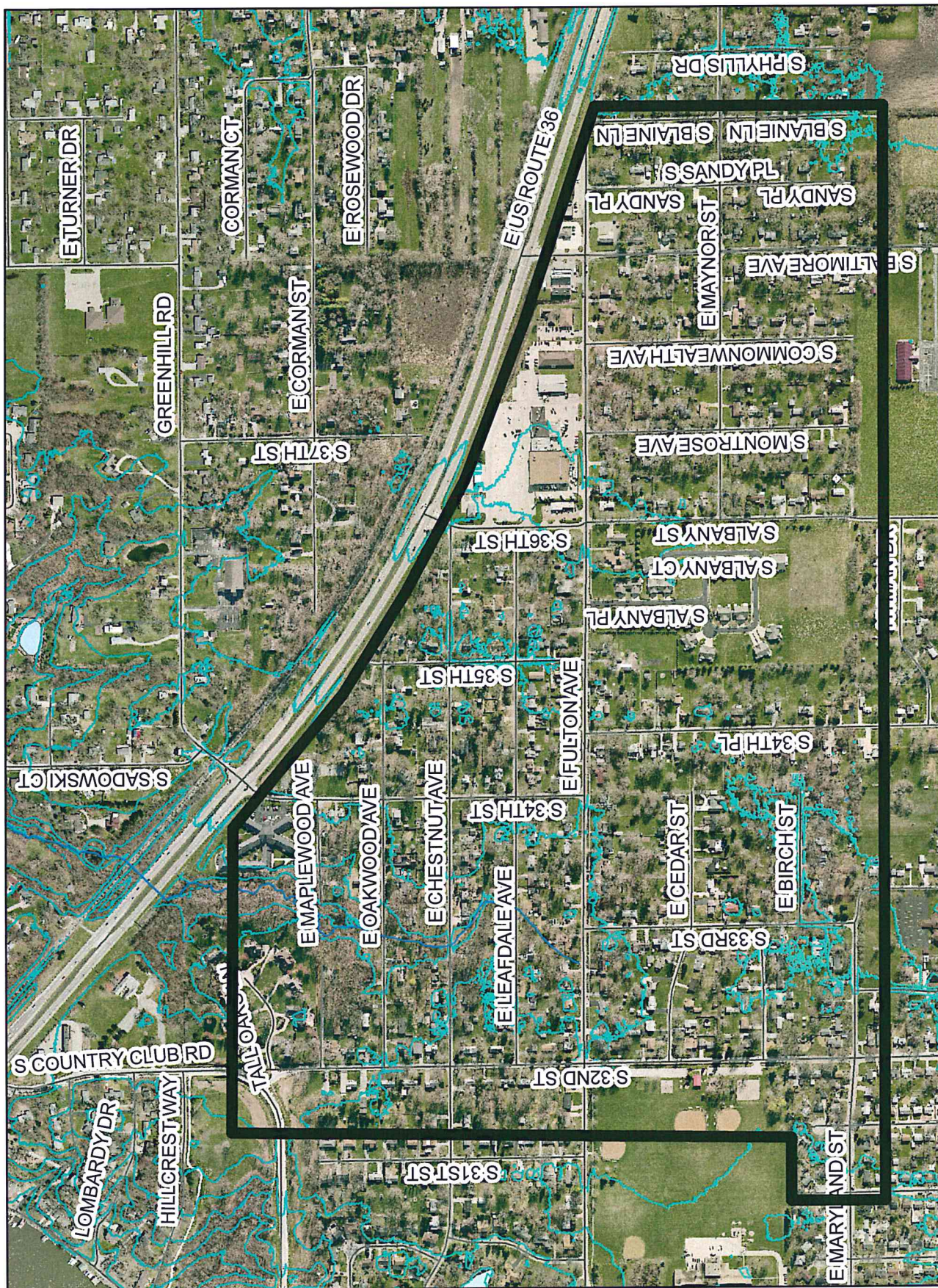
Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER		
As of the date of this contract		
Project Name:	City of Decatur 32nd and Fulton Drainage Area Study	
Consulting Engineer:	Farnsworth Group, Inc.	
Classification	Minimum	Maximum
Principal	\$60.82	\$96.63
Senior Engineering Manager	\$56.68	\$75.77
Engineering Manager	\$45.29	\$65.00
Senior Project Engineer	\$33.38	\$48.80
Project Engineer	\$37.74	\$39.13
Senior Engineer	\$33.46	\$37.50
Engineer	\$32.07	\$35.10
Engineering Intern II	\$27.55	\$31.19
Engineering Intern I	\$25.48	\$26.92
Technical Manager	\$43.99	\$43.99
Design Manager	\$42.66	\$47.88
Senior Project Designer	\$37.93	\$42.55
Project Designer	\$29.47	\$39.11
Senior Designer	\$25.00	\$34.86
Designer	\$25.29	\$32.93
Project Technician	\$35.05	\$37.50
Lead Technician	\$30.60	\$33.65
Chief Technician	\$24.80	\$50.00
Senior Technician	\$22.60	\$23.75
Technician II	\$18.55	\$22.60
Technician I	\$13.50	\$15.00
Senior Land Surveying Manager	\$57.69	\$59.38
Land Surveying Manager	\$43.13	\$57.07
Senior Project Land Surveyor	\$42.40	\$46.63
Project Land Surveyor	\$40.00	\$41.20
Senior Land Surveyor	\$33.75	\$36.25
Land Surveyor	\$35.00	\$35.00
Administrative Support	\$12.24	\$34.13

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET			
Project:			
<i>(Consulting Engineer Name & Address)</i>		City Project No.:	
		Invoice Date:	
		Invoice Number:	
		Invoice Period From:	
		To:	
Agreement/C.O.	Date Approved	Council Bill	Upper Limit
Original Contract			\$

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

Consulting Engineer's
Signature: _____

Title: _____



CITY PROJECT 2016-04

**CITY COUNCIL MEMORANDUM
NO. 2016-15**

June 27, 2016

TO: Honorable Mayor Moore Wolfe and City Council

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

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

RECOMMENDATION: Staff requests that Council pass the proposed ordinance amendment regarding Chapter 47, Section 3. Currently, the City prohibits the keeping of cattle, sheep, swine or goats within the City with exceptions for temporary holding for sale, shipment or slaughter but does allow for keeping of horses or other equine. The ordinance has no requirement of the type of lot where a horse can be kept nor does it require specific shelter for the horse; of course, the City has an interest in protecting the health and safety of the animals within our City as well as the peace and quiet of our citizens. According to the University of Illinois Extension office, the majority of non-rural municipalities do not allow for equines within city limits. However, to allow for enough pasture for the equines for their health and to avoid dust, it is advised to have a minimum of one acre per equine. Therefore, Staff requests that there be a requirement for the size of lot on which a horse or equine can be kept as well as requiring shelter for the horse or equine.

POTENTIAL OBJECTIONS: There are no known or expected objections.

INPUT FROM OTHER SOURCES:

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

BUDGET/TIME IMPLICATIONS: None

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE

- CHAPTER 47 -

- CONTROL OF ANIMALS, FOWL AND DOGS-

WHEREAS, the City of Decatur is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, under its home rule authority, the City may enact ordinances to control animals and regulate and limit the intensity of uses of lot areas and open spaces compatible with the character of the Zoning Ordinance within the City of Decatur; and

WHEREAS, it is in the best interests of health, safety and welfare of the citizens to regulate control of animals, fowl and dogs.

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

Section 1. That Chapter 47 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 3, so that Section 3 as so modified and amended, shall provide as follows:

3. FARM ANIMALS PROHIBITED. No person, firm or corporation shall keep any cattle, sheep, swine, or goats at any place upon any premises within the City except temporarily in stock yards for sale or shipment and except temporarily in packing plants for slaughter. The minimum lot area for keeping a horse or animal of the equine family is one (1) acre for one equine and one (1) additional acre for each additional equine and in no case shall an equine be kept unless one (1) twelve foot by twelve foot stall enclosed with three (3) solid walls is provided for sheltering each equine kept on such lot. Lots and shelters must comply with all City of Decatur ordinances. No part of the shelter shall be within 75 feet of any dwelling house occupied by human beings, except any dwelling house occupied by the owner or person in control of said equine(s).

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

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of July, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2016.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 47

- CONTROL OF ANIMALS, FOWL AND DOGS-

3. FARM ANIMALS PROHIBITED. No person, firm or corporation shall keep any cattle, sheep, swine, or goats at any place upon any premises within the City except temporarily in stock yards for sale or shipment and except temporarily in packing plants for slaughter. The minimum lot area for keeping a horse or animal of the equine family is one (1) acre for one equine and one (1) additional acre for each additional equine and in no case shall an equine be kept unless one (1) twelve foot by twelve foot stall enclosed with three (3) solid walls is provided for sheltering each equine kept on such lot. Lots and shelters must comply with all City of Decatur ordinances. No part of the shelter shall be within 75 feet of any dwelling house occupied by human beings, except any dwelling house occupied by the owner or person in control of said equine(s).

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
May 9, 2016

Pursuant to notice the Civil Service Commission of the City of Decatur met in regular session at 12:05 P.M.

PRESENT: CHAIRMAN Robyn McCoy
COMMISSIONER Lori Donley
COMMISSIONER Tony Wilkins
SECRETARY Penny Frank
PERSONNEL SPECIALIST Melissa Rowcliff
ADMINISTRATIVE SECRETARY Sherry Beasley
ABSENT: VICE-CHAIRMAN Jerry Taylor

The Minutes of the April 5, 2016 regular meeting were presented. Commissioner Donley moved that the April 5, 2016 minutes be approved, seconded by Commissioner Wilkins, and upon call of the roll, Commissioners McCoy, Wilkins, and Donley voted aye. Secretary Frank declared the motion carried.

Commissioner Donley moved to recess to Closed Session for the purpose of discussing personnel actions seconded by Commissioner Wilkins, and upon call of the roll, Commissioners Wilkins, Donley, and McCoy voted aye. Secretary Frank declared the motion carried.

Commissioner Wilkins moved to recess to Open Session, seconded by Commissioner Donley, and upon call of the roll, Commissioners Wilkins, McCoy, and Donley voted aye. Secretary Frank declared the motion carried.

Commissioner McCoy called for Unfinished Business:

Authorization Request to Approve Final Scores & Establish Promotional Register for Lead Fleet Mechanic, Commissioner Donley moved that the Authorization Request be received, placed on file, and approved, seconded by Commissioner Wilkins, and upon call of the roll, Commissioners Donley, McCoy, and Wilkins voted aye. Secretary Frank declared the motion carried.

Authorization Request to Approve Final Scores & Establish Eligible Register for Emergency Communications Specialist, Commissioner Wilkins moved that the Authorization Request be received, placed on file, and approved, seconded by Commissioner Donley, and upon call of the roll, Commissioners Donley, McCoy, and Wilkins voted aye. Secretary Frank declared the motion carried.

Commissioner McCoy called for Unfinished Business:

Personnel Actions

Commissioner Donley moved that the oral and written reprimands, suspension, administrative leave with pay, return to full duty status, civil service status requests, leave of requests, probationary resignations, and resignation be received, placed on file, seconded by Commissioner Wilkins, and upon call of the roll, Commissioners, McCoy, Donley, and Wilkins voted aye. Secretary Frank declared the motion carried.

There being no further business, Commissioner Donley moved to adjourn the meeting, seconded by Commissioner Wilkins, and upon call of the roll, Commissioners Wilkins, Donley, and McCoy voted aye. Secretary Frank declared the meeting adjourned at 12:45 P.M.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Penny Frank", written in a cursive style.

Penny Frank

Secretary

City Clerk

DATE: 6/27/2016

MEMO: 2016-15

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings

SUMMARY RECOMMENDATION: Staff recommends approval of the Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Exhibit A	Exhibit
Exhibit B	Exhibit

RESOLUTION NO. R2016-_____

**RESOLUTION APPROVING AND DETERMINING THE NEED FOR
CONFIDENTIALITY OF MINUTES OF CLOSED MEETINGS**

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

Section 1. That the minutes of those closed meetings of the Council conducted on the dates shown on Exhibits A and B hereto are hereby approved, and any prior approvals of said minutes are hereby confirmed and ratified.

Section 2. That the Council hereby determines that the minutes, or portions thereof, of those closed meetings of the Council conducted on the dates shown on Exhibit A hereto no longer require confidential treatment and are hereby made available for public inspection on and after the effective date hereof.

Section 3. That the Council hereby determines that the minutes of those closed meetings of the Council conducted on the dates shown on Exhibit B hereto require confidential treatment and are not available for public inspection until further order of the Council.

PRESENTED AND ADOPTED THIS 5th DAY OF JULY 2016.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

Exhibit A

March 7, 2011 (Portion marked “R”)

July 18, 2011

September 17, 2012 (Portion marked “R”)

November 5, 2012 (Portion marked “R”)

February 19, 2013 (Portion marked “R”)

September 16, 2013 (Portion marked “R”)

May 19, 2014 (Portion marked “R”)

August 4, 2014 (Portion marked “R”)

November 3, 2014 (Portion marked “R”)

November 10, 2014 (Portion marked “R”)

February 2, 2015

February 18, 2015

March 2, 2015

November 16, 2015 (Portion marked “R”)

December 21, 2015

March 7, 2016

March 21, 2016

Exhibit B

1999

February 8, 1999

2000

June 10, 2000
July 24, 2000
November 11, 2000

2002

March 18, 2002
November 4, 2002

2003

March 3, 2003
April 21, 2003
April 24, 2003
May 12, 2003
May 27, 2003
June 2, 2003
August 4, 2003
August 18, 2003
October 20, 2003
December 15, 2003

2004

January 20, 2004
March 29, 2004
April 5, 2004
June 7, 2004
August 16, 2004
October 18, 2004

2005

January 18, 2005
January 24, 2005
February 21, 2005
June 20, 2005

2006

January 17, 2006
March 20, 2006
May 1, 2006
May 15, 2006
June 5, 2006
June 8, 2006
June 19, 2006
July 3, 2006 (2 sets)
July 12, 2006
July 31, 2006
September 5, 2006
November 6, 2006
November 20, 2006

2007

January 8, 2007
January 22, 2007
March 5, 2007
May 7, 2007
June 18, 2007
September 17, 2007
October 1, 2007
November 19, 2007
December 3, 2007
December 26, 2007

2008

January 7, 2008
January 22, 2008
February 4, 2008
April 7, 2008
April 21, 2008
April 23, 2008
May 5, 2008
May 19, 2008
June 2, 2008
June 16, 2008
June 30, 2008
July 21, 2008
July 28, 2008
August 4, 2008
August 18, 2008
September 2, 2008
September 4, 2008
September 15, 2008
October 6, 2008
December 8, 2008

2009

March 16, 2009
April 6, 2009
May 4, 2009
May 8, 2009
May 18, 2009
June 15, 2009
July 6, 2009
September 21, 2009
November 16, 2009
November 30, 2009
December 7, 2009 (2 sets)

Exhibit B

2010

March 1, 2010
March 15, 2010
April 19, 2010
May 3, 2010
June 7, 2010
September 20, 2010
November 1, 2010
December 6, 2010
December 20, 2010

2011

January 18, 2011
March 7, 2011
October 3, 2011
December 5, 2011

2012

June 4, 2012
July 30, 2012
September 17, 2012
November 5, 2012
December 3, 2012

2013

January 7, 2013
February 19, 2013
June 3, 2013
June 17, 2013
July 1, 2013
July 15, 2013
August 5, 2013
September 16, 2013
November 18, 2013
December 2, 2013
December 16, 2013

2014

January 21, 2014
February 3, 2014
May 19, 2014
August 4, 2014
November 3, 2014
November 10, 2014

2015

February 24, 2015
April 20, 2015
May 18, 2015
June 1, 2015
August 3, 2015
August 10, 2015
August 17, 2015
August 31, 2015
September 8, 2015
September 14, 2015
October 5, 2015
October 19, 2015
November 16, 2015

2016

April 4, 2016
April 18, 2016

Management Services

DATE: 7/5/2016

MEMO: MEMORANDUM 2016 -05

TO: Honorable Mayor and City Council Members

FROM: Tim Gleason, City Manager
Gerard J. Bauer, Assistant City Manager for Administration
James Edwards, Manager, MIS Division

SUBJECT: Aerial Imagery Agreement

SUMMARY RECOMMENDATION: Staff recommends that City Council approve the attached resolution, authorizing the City Manager to pay the Macon County Emergency Telephone Safety Board (ETSB) the sum of \$29,867 for use of their aerial imagery.

BACKGROUND: Aerial imagery is an important piece of information that underlies the city's mapping initiatives. Keeping an up-to-date "base map" of the city allows city staff to provide quicker responses to residents and more detailed analyses for long-range projects. City staff uses the imagery daily for verifying locations in code enforcement cases, preparing fire response plans, writing building permits, maintaining city property, and other functions. The city has partnered with Macon County and the Emergency Telephone Safety Board in five previous efforts (2005, 2007, 2009, 2012 and 2014) in acquiring high-resolution aerial imagery to supplement each of their Geographic Information Systems.

PRIOR COUNCIL ACTION: The city has partnered with Macon County and the Emergency Telephone Safety Board in five previous efforts (2005, 2007, 2009, 2012 and 2014) where purchase was approved.

POTENTIAL OBJECTIONS: None anticipated.

INPUT FROM OTHER SOURCES: None.

STAFF REFERENCE: James Edwards, MIS Manager (450-2236)

BUDGET/TIME IMPLICATIONS:

This item was budgeted for \$28,491 in the GIS line item contained in the fiscal year 2016 MIS budget. The cost incurred by ETSB increased 4.83% over the previous fly-over in 2014. The additional cost of \$1,376 will be absorbed and balanced from other monies in the MIS budget.

ATTACHMENTS:

Description

Resolution Letter

ETSB Pictometry Invoice

Type

Resolution Letter

Backup Material

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING PURCHASE
OF AERIAL PICTOMETRY PHOTOGRAPHY
MACON COUNTY EMERGENCY TELEPHONE SYSTEM BOARD**

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

Section 1. That the invoice presented to the Decatur City Council herewith from the Macon County Emergency Telephone System Board (ETSB) for the City of Decatur's share of the 2016 Aerial Pictometry Photography for Macon County is hereby, received, placed on file and approved.

Section 2. That the City Manager be, and is hereby, authorized and directed to authorize payment to the Macon County Emergency Telephone System Board (ETSB) for the City's share of the cost of the 2016 pictometry photography of Macon County, in the amount of \$29,867.00 on behalf of the City.

PRESENTED and ADOPTED this 5th day of July, 2016

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

MACON COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

141 S. Main Street, Suite 810, Decatur, Illinois 62523 217/424-1002 FAX 217/424-1006

May 17, 2016

Randy Aldrich
Economic and Urban Development
City of Decatur
#1 Gary K Anderson Plaza
Decatur, IL 62523

Invoice:

City of Decatur share of Pictometry Photography:

\$29,867.00

The cost of Pictometry increased 4.83%, therefore we figured a 4.83% increase into the City's share.

Please remit to:

Macon County ETSB
141 S Main St; Suite 810
Decatur, IL 62523

Payment is due upon receipt

Jon Thomas
Director



Shipping Packing List

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623
1-888-771-9714

Order Number: F031690

Ship To

John Thomas
Macon County, IL
141 South Main St, Suite 810
Decatur, Illinois 62523
(217) 424-1002
jthomas@co.macon.il.us

Date Shipped: 5/3/16

Shipping Method: FedEx Express Saver

Shipped By: Blaese Baker

Prepared By: Blaese Baker

Trainer: Anne Miller

Trainer Email: anne.miller@pictometry.com

Order Details

Product Name	New Qty Shipped	Reshipped Qty	Unfulfilled Qty	Total Qty Shipped
Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	1.00		0.00	1.00
ArcGIS - Govt Enterprise License (Seat)	1.00		0.00	1.00
Pictometry for ArcGIS Desktop - Active X Extension - Government (Seat)	1.00		0.00	1.00
IMAGERY - COMMUNITY - 2-way (C3) (12in) Per Sector	431.00		0.00	431.00
IMAGERY - COMMUNITY - 2-way (C3) (12in) Per Sector	431.00		0.00	431.00
IMAGERY - COMMUNITY - 2-way (C3) (12in) Per Sector	431.00		0.00	431.00
IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)	264.00		0.00	264.00
Mosaic Standard Tiles (12in) Per Sector (TIFF)	431.00		0.00	431.00
Mosaic Standard Tiles (4in) Per Sector (TIFF)	264.00		0.00	264.00
Mosaic Tile Area-wide in MrSID Format - 12in GSD Per Sector (Combined)	431.00		0.00	431.00
Mosaic Tile Area-wide in MrSID Format - 4in GSD Per Sector (Combined)	264.00		0.00	264.00
Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	1.00		0.00	1.00

Library Format: Standard

Media Details

Type: Hard Drive

Capacity: 1TB

Make: WD Passport Ultra

Serial Number: WXC1E94CLHS7

Pictometry ID: 21038

Notes

Thank you for flying with Pictometry!

Please contact Pictometry Customer Support with any questions.
1-888-771-9714 x260 or customersupport@pictometry.com

CMT-00075-20141222

Management Services

DATE: 7/5/2016

MEMO: Memorandum 2016-03A

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Timothy Gleason, City Manager
Gerard J. Bauer, Management Services Director
James Edwards, MIS Manager

SUBJECT: Assign Funding Source for Phone System Capital Lease

SUMMARY RECOMMENDATION: Staff recommends that City Council approve the Assignment of De Lage Landen Public Finance LLC to execute an Equipment Lease Purchase Agreement to expand the City Phone System replacing Resolution No. R2016-56.

BACKGROUND: Resolution R2016-56 was approved on May 16, 2016 authorizing a Capital Lease with Presidio Technology Capital for the City Wide Voice (Phone System) Upgrade. Presidio Technology Capital has assigned the funding source for this project to be De Lage Landen Public Finance LLC. Five annual Lease Payments will be made to De Lage Landen Public Finance LLC in the amount of \$78,403.26 per year.

PRIOR COUNCIL ACTION:
Resolution R2016-56 was approved.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: James Edwards, MIS Manager, MIS Division 450-2236

BUDGET/TIME IMPLICATIONS: Year one funding for this project will be paid from the MIS Large Capital Fund and is provided for in the approved 2016 City budget.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Equipment Lease Purchase Agreement	Backup Material
Previously Approved Resoluton R2016-56	Backup Material

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING FUNDING SOURCE ASSIGNMENT TO
-DE LAGE LANEN PUBLIC FINANCE LLC -
FOR CITY WIDE VOICE (PHONE SYSTEM) UPGRADE**

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

Section 1. That the Equipment Lease Purchase Agreement presented to the City Council herewith from De Lage Landen Public Finance LLC for the purchase of network equipment, voice over internet protocol phones and services to expand the Cisco Phone System to all City of Decatur buildings, be, and the same hereby, received, placed on file and approved.

Section 2. That Equipment Lease Purchase Agreement from De Lage Landen Public Finance LLC calling for 5 annual payments of \$78,403.26 with the overall total cost of the project not to exceed \$392,016.32 for purchase of said City Wide Voice (Phone System) Upgrade and services.

PRESENTED AND ADOPTED this 5th day of July, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA BRIGHT, CITY CLERK

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

Equipment Lease Purchase Agreement

DATED: MAY 18TH, 20 16

LESSEE	Full Legal Name CITY OF DECATUR, ILLINOIS	Phone Number 217 424 2702
	DBA Name (if any)	
	Billing Address 1 GARY K ANDERSON PLAZA	City DECATUR
	State IL	Zip 62523

EQUIPMENT INFORMATION	Quantity	Model No.	Serial Number	Description (Attach Separate Schedule If Necessary)
				SEE PRESIDIO QUOTE # 030145 Version 6 6/6/2016 PREPARED FOR
				CITY OF DECATUR CONSISTING OF 6 PAGES FOR EQUIPMENT
				DESCRIPTION
Equipment Location (if not same as above)				City DECATUR
				State IL
				Zip 62523

VENDOR	Vendor Name PRESIDIO NETWORK SOLUTIONS INC	Rental Payment Periods:	Rental Payments shall be made in accordance with Section 4.01 and the Schedule of Rental Payments attached hereto as Exhibit A.
	Address 10 6TH RD	☐ Monthly	
	City WOBURN	☐ Quarterly	
	State MA	☐ Semiannually	
	Zip 01801	☒ Annually	

TERMS & CONDITIONS

THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ON THE FOLLOWING PAGES, INCLUDING ANY EXHIBITS ATTACHED HERETO, SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE. IN WITNESS OF, Lessor and Lessee have caused this Agreement to be executed in their name by their duly authorized representatives as of the date written above.

LESSOR	Lessor DE LAGE LANDEN PUBLIC FINANCE LLC	LESSEE SIGNATURE	Lessee CITY OF DECATUR, ILLINOIS
	Signature		Signature
	Title		Title City Manager
	Lease Number		Attest Shirley H. Bright
			Title City Clerk

(Terms and Conditions continued on the reverse side of this Agreement.)

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify that the officer of Lessee who execute the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee.

SIGNATURE Shirley H. Bright TITLE City Clerk DATE June 28, 2016

OPINION OF COUNSEL	As legal counsel of Lessee, I have examined (a) the Agreement, which, among other things provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. Based on the foregoing, I am of the following opinions: (1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power; (2) Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Agreement and to perform its obligations under the Agreement; (3) the Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Agreement is a valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditor's rights generally; (4) the authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws; and (5) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment. All capitalized terms herein shall have the same meanings as in the Agreement. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.			
	Signature	Date		
	Name	Phone Number		
	Address	City	State	Zip
	Wendy Morthland		217 424 2807	
	One Gary K Anderson Plaza		Decatur, IL 62523	

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“**Agreement**” means this Equipment Lease Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to the Agreement.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Commencement Date**” is the date when the term of this Agreement and Lessee's obligation to pay rent commence, which date shall be the earlier of (i) the date on which the Equipment is accepted by Lessee in the manner described in Section 5.01, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited by Lessor for that purpose with an escrow agent.

“**Equipment**” means the property described on the front of this Agreement, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

“**Event of Default**” means an Event of Default described in Section 12.01.

“**Issuance Year**” is the calendar year in which the Commencement Date occurs.

“**Lease Term**” means the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in Section 3.02.

“**Lessee**” means the entity described as such on the front of this Agreement, its successors and its assigns.

“**Lessor**” means the entity described as such on the front of this Agreement, its successors and its assigns.

“**Maximum Lease Term**” means the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment date set forth on the Payment Schedule.

“**Net Proceeds**” means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

“**Original Term**” means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

“**Payment Schedule**” means the schedule of Rental Payments and Purchase Price set forth on Exhibit A.

“**Purchase Price**” means the amount set forth on the Payment Schedule as the Purchase Price for the Equipment.

“**Renewal Terms**” means the optional renewal terms of this Agreement, each having a duration of one year and a term co-extensive with Lessee's fiscal year.

“**Rental Payment Period**” means the period beginning on the day a Rental Payment is due and ending the day before the next Rental Payment is due. The first Rental Payment Period shall begin on the Commencement Date in all cases. If Rental Payment Periods are monthly, subsequent Rental Payment Periods shall begin on the same day of each month after the Commencement Date. If Rental Payment Periods are quarterly, subsequent Rental Payment Periods shall begin on the same day of each third month after the Commencement Date. If Rental Payment Periods are semiannual, subsequent Rental Payment Periods shall begin on the same day of each sixth month after the Commencement Date. If Rental Payment Periods are annual, subsequent Rental Payment Periods shall begin on the anniversary of the Commencement Date in each year. If the Commencement Date is the 29th, 30th, or 31st day of a month, any subsequent Rental Payment Period that would otherwise begin on the 29th, 30th or 31st of a month that does not include such a date shall begin on the last day of the month.

“**Rental Payments**” means the basic rental payments payable by Lessee pursuant to Section 4.01.

“**State**” means the state in which Lessee is located.

“**Vendor**” means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment, as listed on the front of this Agreement.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes.

(g) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(h) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(i) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting the Lessee, nor to the best knowledge of the Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement

or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(j) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Lessee of this Agreement or in connection with the carrying out by the Lessee of its obligations hereunder have been obtained.

(k) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which the Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any assets of the Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound, except as herein provided.

(l) The Equipment described in this Agreement is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority and will not be used in the trade or business of any other entity or person.

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(n) Lessee has never failed to appropriately or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

Section 2.02. Certification as to Arbitration. Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment will not be less than the total principal portion of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year of the Commencement Date.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

ARTICLE III

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets the Equipment to Lessee, and Lessee rents, leases and hires the Equipment from Lessor, in accordance with the provisions of this Agreement, for the Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's current fiscal year. The Lease Term may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee shall be deemed to have continued this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.04 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Payment Schedule.

Section 3.02. Termination of Lease Term. The Lease Term shall terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to Section 3.04;

(b) the exercise by Lessee of the option to purchase the Equipment under Article X and payment of the Purchase Price and all amounts payable in connection therewith;

(c) a default by Lessee and Lessor's election to terminate this Agreement under Article XII; or

(d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

Section 3.03. Continuation of Lease Term. Lessee currently intends, subject to Section 3.04, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.04. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds shall not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, as set forth in the Payment Schedule, this Agreement shall be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the Lease Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor.

ARTICLE IV

Section 4.01. Rental Payments. Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor on the dates and in the amounts set forth on the Payment Schedule. Any Rental Payment not received on or before its due date shall bear interest at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from its due date. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 4.02. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee, and do not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

Section 4.03. Rental Payments To Be Unconditional. EXCEPT AS PROVIDED IN SECTION 3.04, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

ARTICLE V

Section 5.01. Delivery, Installation and Acceptance of the Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified on the front of this Agreement and pay any and all delivery and installation costs in connection therewith. When the Equipment has been delivered and installed, Lessee shall immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate acceptable to Lessor. After it has been installed, the Equipment will not be moved from the location specified on the front of this Agreement without Lessor's consent, which consent shall not be unreasonably withheld.

Section 5.02. Enjoyment of Equipment. Lessee shall peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 5.03. Right of Inspection. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee shall comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor. LESSOR SHALL HAVE NO RESPONSIBILITY TO SERVICE, MAINTAIN, REPAIR OR MAKE IMPROVEMENTS OR ADDITIONS TO THE EQUIPMENT. LESSEE SHALL MAKE ALL CLAIMS FOR SERVICE OR MAINTENANCE SOLELY TO THE VENDOR AND SUCH CLAIMS WILL NOT AFFECT LESSEE'S OBLIGATION TO MAKE ALL REQUIRED RENTAL PAYMENTS.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term, title to the Equipment shall vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to Section 10.01, or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement, Lessor retains a security interest constituting a first lien on the Equipment and proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment.

Section 6.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be

used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments that accrue during the Lease Term.

Section 7.02. Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 7.03. Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement, pay the taxes or charges required to be paid by it under this Agreement or keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 12% per annum or the maximum permitted by law, whichever is less.

Section 7.04. Financial Information. Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

Section 7.05. Release and Indemnification. To the extent permitted by law, Lessee shall indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE VIII

Section 8.01. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

Section 8.02. Damage, Destruction and Condemnation. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 10.01. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 8.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to Section 10.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

Section 9.02. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any

such rights. Lessor hereby assigns to Lessee during the Lease Term all warranties running from Vendor to Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation shall be against the Vendor, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by any Vendor.

ARTICLE X

Section 10.01. Purchase Option. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

(a) On any Rental Payment Date, upon payment in full of the Rental Payments and all other amounts then due hereunder plus the then applicable Purchase Price to Lessor; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payments and all other amounts then due hereunder plus (i) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of twelve 30-day months.

Upon the exercise of the option to purchase set forth above, title to the Equipment shall be vested in Lessee, free and clear of any claim by or through Lessor.

Section 10.02. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to Section 10.01 represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment.

ARTICLE XI

Section 11.01. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may, without notice to or the consent of Lessee, be assigned and reassigned in whole or in part to one or more assignees by Lessor. Lessee hereby appoints Municipal Registrar Services (the "Registrar") as its agent for the purpose of maintaining a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until the Registrar has received written notice from Lessor of the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment shall be subject to this Agreement and the rights of the Lessor in, to and under this Agreement and the Equipment.

ARTICLE XII

Section 12.01. Events of Default Defined. Subject to the provisions of Section 3.04, any of the following shall be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 12.01(a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder plus the then applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees); provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due hereunder plus the remaining Rental Payments and other amounts payable by Lessee hereunder to the end of the then current fiscal year of Lessee; and

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. Lessor may charge interest on all amounts due to it at the rate of 18% per annum or the maximum amount permitted by law, whichever is less.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses on the front of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 13.05. Amendments. This Agreement may be amended in writing by Lessor and Lessee.

Section 13.06. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.07. Usury. The parties hereto agree that the charges in this Agreement shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement to such applicable law.

Section 13.08. Jury Trial Waiver. TO THE EXTENT PERMITTED BY LAW, LESSEE AGREES TO WAIVE ITS RIGHT TO A TRIAL BY JURY.

Section 13.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement.

Section 13.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

EXHIBIT A

EQUIPMENT LEASE PURCHASE AGREEMENT

Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: CITY OF DECATUR, ILLINOIS

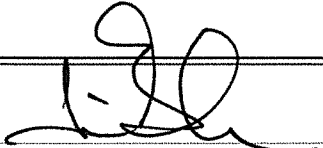
LEASE NUMBER: PUB 15745

LEASE DATE: MAY 18TH, 20 16

Rental Payment Number	Rental Payment Date	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	6/1/2016	-	-	-	392,016.32	-
1	7/1/2016	78,403.26	0.00	78,403.26	313,613.06	321,453.39
2	7/1/2017	78,403.26	0.00	78,403.26	235,209.80	241,090.05
3	7/1/2018	78,403.26	0.00	78,403.26	156,806.54	160,726.70
4	7/1/2019	78,403.26	0.00	78,403.26	78,403.28	80,363.36
5	7/1/2020	78,403.26	0.00	78,403.28	0.00	

Sales tax of \$0.00 is included in the financed amount shown above

LESSEE ACKNOWLEDGES THAT THE AMOUNT FINANCED BY LESSOR IS \$351,560.24 * AND THAT SUCH AMOUNT, NET OF ANY ADVANCE PAYMENTS, IS THE ISSUE PRICE FOR FEDERAL INCOME TAX PURPOSES. THE YIELD FOR THIS SCHEDULE FOR FEDERAL INCOME TAX PURPOSES IS 5.378 %*. SUCH ISSUE PRICE AND YIELD WILL BE STATED IN THE APPLICABLE IRS FORM 8038-G.

Lessee Signature:  Date: 6/28/2016

Print Name: Tim Gleason Title: City Manager

TAX DESIGNATIONS AND COVENANTS

1. The covenants and designations hereinafter set forth are intended to be, and hereby are, incorporated into the EQUIPMENT LEASE PURCHASE AGREEMENT, dated MAY 18TH, 2016 (the "Agreement"), between DE LAGE LANDEN PUBLIC FINANCE LLC ("Lessor") and CITY OF DECATUR, ILLINOIS ("Lessee"), and except as otherwise defined herein, all terms defined in the Agreement shall have the same meaning herein as in the Agreement. The Commencement Date of the Agreement is or will be in the calendar year 2016 (the "Issuance Year").

2. Bank Qualification. Lessee initial here if this provision is applicable: ✓
Lessee initial here if this provision is NOT applicable: ✓

(a) Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the Issuance Year, including the Agreement, is not reasonably expected to exceed \$10,000,000.

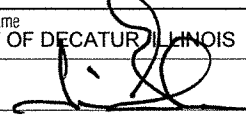
(b) Lessee hereby covenants that Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of "qualified tax-exempt obligations" (including the Agreement but excluding private activity bonds other than qualified 501(c)(3) bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt obligations of state and local governments acceptable to Lessor that the designation of the Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

3. Small Issue Arbitrage Rebate Exception. Lessee initial here if this provision is applicable: ✓
Lessee initial here if this provision is NOT applicable: ✓

(a) Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers; the Agreement is not a private activity bond as defined in Section 141 of the Code; 95% or more of the net proceeds of the Agreement will be used for local governmental activities of Lessee; and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued by the Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$5,000,000.

(b) Lessee hereby covenants that Lessee and all subordinate entities thereof will not issue in excess of \$5,000,000 of tax-exempt bonds (including the Agreement but excluding private activity bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the excludability of the interest on the Agreement from gross income for federal tax purposes will not be adversely affected.

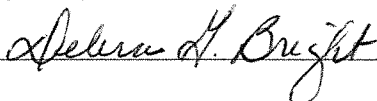
(SEAL)

LESSEE	Lessee Name CITY OF DECATUR, ILLINOIS	
	Signature 	Date 6/28/16
	Title City Manager	

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify that (i) the foregoing Tax Designations and Covenants were adopted and approved by action of the governing body of Lessee at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, (ii) the officer of Lessee who executed the foregoing Tax Designation and Covenants on behalf of Lessee and whose genuine signature appears thereon is the duly qualified and acting officer of Lessee as stated beneath his or her signature, and (iii) said officer has been authorized to execute the foregoing Tax Designations and Covenants on behalf of Lessee.

SIGNATURE



TITLE

City Clerk

DATE

June 28, 2016

BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for DE LAGE LANDEN PUBLIC FINANCE LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: City of Decatur, Illinois
Would you like your invoices emailed to you? ☒ YES ☐ NO
Email Address(es): Tclark@decaturil.gov
***YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@LEASEDIRECT.COM**
Billing Address: One Gary K Anderson Plaza
Decatur, IL 62523
Attention: Gregg D. Zientara
Telephone Number: 217 424 2702
FEDERAL ID#: 37-6001308

SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? If so, please attach a copy of the purchase order (front & back) for our file.

☐ YES ☒ NO

Is a new purchase order required for each new fiscal period?

☐ YES ☒ NO

If yes, provide month/year PO expires _____

Do you have multiple contracts, and would like them all billed on one invoice (Summary Billing)?

☐ YES ☒ NO

Are you tax exempt? If yes, please attach a copy of exempt certificate or direct pay permit.

☒ YES ☐ NO

Do you require any special information to establish a vendor number for _____?

☐ YES ☒ NO

If yes, please advise: _____

Additional Comments: _____

Would you prefer the same billing date for all Contracts?

☐ YES ☒ NO

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS

Contact Name: Gregg D. Zientara
Title: City Treasurer & Director of Finance
Contact Address: One Gary K Anderson Plaza Decatur, IL 62523
Contact Telephone Number: 217 450 2226
Email Address: gzientara@decaturil.gov

Written Tax Compliance Procedures

The IRS Form 8038-G asks specific questions about whether written procedures exist with regard to compliance with the federal tax requirements for tax-exempt obligations. Please answer the following questions to help us complete the form correctly prior to your signature. **Please note that your answers to these questions will not impact the terms or conditions of the subject transaction:**

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.

YES ☐ NO ☒ If YES, please attach/provide a copy.

Answer the following question only if proceeds of the current financing will be funded to an ESCROW Account.

The IRS Form 8038-G asks specific questions about written procedures to monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States.

2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

NA

YES ☐ NO ☐ If YES, please attach/provide a copy.

If you have further questions, please consult your regular bond or legal counsel.

ESSENTIAL USE QUESTIONNAIRE

Lessee Contact Name / Position: Gregg D. Zientara Phone Number: 217 450 2226

1) Please clarify legal name of proposed lessee? CITY OF DECATUR, ILLINOIS

2) Is any equipment to be leased replacing any existing equipment? (If No, proceed to question 3). ☒ Yes ☐ No

What percentage of the equipment to be leased is replacement? 100 %

How long was the existing equipment in use? ☐ 1-3 yrs ☐ 3-5 yrs ☒ 5+ yrs

Why is the existing equipment being replaced? Did not support VOIP and POE

3) For what purpose is the equipment being acquired? (Provide detail as to which department(s) and the expected use of the equipment)

City department wide telephone system replacement to support expansion of existing Cisco system with current network infrastructure

4) Was the equipment/lease placed for competitive bid? ☐ Yes ☒ No

If No, why was a bid not required?

☐ Covered under state contract (Contract name and # _____)

☐ Size of transaction does not require competitive bid (What documentation _____)

☐ Transaction exempt from bidding process pursuant to current statutes (statute # _____)

(Please attach copy of statute if available)

☒ Other Phase 2 of a project beginning in 2013

5) What is the source of funds for repayment of this obligation?

☐ Local Property Taxes

☒ State Unrestricted Revenues

☐ Federal Financial Assistance

☐ Chapter I

☐ Chapter II

☐ Other _____

☐ Other _____

6) Are the funds to be used for repayment of this obligation appropriated and encumbered in an approved budget? ☒ Yes ☐ No

If No, why is the obligation not included in an approved budget? _____

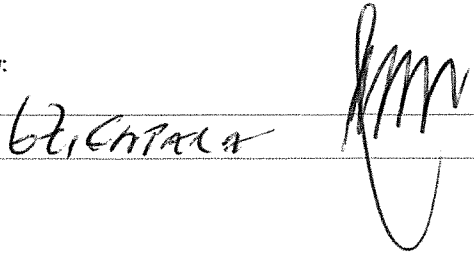
7) Why do you expect funds to continue to be appropriated in the future for repayment of this obligation? Debt service is a priority expense

To the best of your knowledge, have you ever non-appropriated funds in the past? ☐ Yes ☒ No

If Yes, please provide details _____

8) What is required on the Invoice for prompt payment? 67564, 110016 Bob Dave

Completed By:

Signature: 

Print Name: Gregg D. Zientara

Date: _____

Phone: 217 424 2702

ESCROW AGREEMENT

This ESCROW AGREEMENT (the "Escrow Agreement"), dated as of MAY 18TH, 2016, and entered into among DE LAGE LANDEN PUBLIC FINANCE LLC, a DE limited liability company ("Lessor"), CITY OF DECATUR, ILLINOIS, a public body corporate and politic existing under the laws of IL ("Lessee"), and UMB Bank, n.a., a national banking corporation, as escrow agent ("Escrow Agent").

Name of Acquisition Fund: "CITY OF DECATUR, ILLINOIS"

Equipment Acquisition Fund Account No.: _____

Amount of Deposit into the Acquisition Fund: 392,016.32

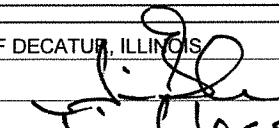
TERMS AND CONDITIONS

1. This Escrow Agreement relates to and is hereby made a part of Equipment Lease Purchase Agreement dated as of MAY 18TH, 2016 (the "Agreement"), between Lessor and Lessee.
2. Except as otherwise defined herein, all terms defined in the Agreement shall have the same meaning for the purposes of this Escrow Agreement as in the Agreement.
3. Lessor, Lessee and Escrow Agent agree that Escrow Agent will act as sole Escrow Agent under the Agreement and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. Escrow Agent shall not be deemed to be a party to the Agreement, and this Escrow Agreement shall be deemed to constitute the entire agreement between Lessor and Lessee and Escrow Agent.
4. There is hereby established in the custody of Escrow Agent a special trust fund designated as set forth above (the "Acquisition Fund") to be held and administered by Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with this Escrow Agreement. Lessee hereby grants to Lessor a security interest in the cash and negotiable instruments from time to time comprising the Acquisition Fund (the "Security Interest"). To the limited extent required to perfect the Security Interest, Lessor hereby appoints Escrow Agent as its security agent, and Escrow Agent accepts the appointment as security agent and agrees to hold physical possession of such cash and negotiable instruments on behalf of Lessor.
5. Lessor shall deposit in the Acquisition Fund the amount specified above. Moneys held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent upon written direction of an authorized representative of Lessee in Qualified Investments (as hereinafter defined) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. Escrow Agent may act as purchaser or agent in the making or disposing of any investment. Escrow Agent shall have no obligation to invest or reinvest moneys if deposited with Escrow Agent after 11:00 a.m. (E.S.T.) on such day of deposit. Instructions received after 11:00 a.m. (E.S.T.) will be treated as if received on the following business day. Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of funds held in the Acquisition Fund. Any interest or other income received on such investment and reinvestment of such funds shall become part of the Acquisition Fund and any losses incurred on such investment and reinvestment of such funds shall be debited against the Acquisition Fund. If the authorized representative of Lessee does not provide the Escrow Agent with written instructions directing the investment or reinvestment of such funds, the Escrow Agent may invest such funds in money market funds of a type described in Section 6(a)(iv) or Section 6(b)(vi) as appropriate until the Escrow Agent has received appropriate written instructions from the authorized representative. It is agreed and understood that the entity serving as Escrow Agent may earn fees associated with the investments described herein in accordance with the terms of such investments. Notwithstanding the foregoing, Escrow Agent shall have the power to sell or liquidate the foregoing investments whenever Escrow Agent shall be required to pay or disburse all or any portion of the funds held hereunder pursuant to the provisions hereof. In no event shall Escrow Agent be deemed an investment manager or adviser in respect of any selection of investments hereunder.
6. "Qualified Investments" shall be defined for purposes of this Escrow Agreement as follows:
 - (a) For an Agreement not qualified for the arbitrage rebate exception for small governmental units under Section 148(f)(4)(C) of the Code, "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) United States Treasury Bills or United States Treasury Notes traded on an open market or issued directly by the United States at a yield not exceeding _____ % per annum, (ii) United States Treasury Obligations State and Local Government Series time deposit securities with a yield not exceeding _____ % per annum, (iii) obligations the interest of which is not includable in the gross income of the owner thereof for federal income tax purposes under Section 103 of the Code and which are rated AA or better by Standard & Poor's Corporation or Aa or better by Moody's Investors Service, Inc., (iv) shares of qualified regulated investment companies which distribute exempt interest dividends within the meaning of Section 852 of the Code and which are rated AA or better by Standard & Poor's Corporation or Aa or better by Moody's Investors Service, Inc. (tax exempt mutual funds), or (v) United States Treasury Obligations State and Local Government Series demand deposit securities.
 - (b) For an Agreement qualified for the arbitrage rebate exception for small governmental units under Section 148(f)(4)(C) of the Code, "Qualified Investments" means to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; (v) repurchase agreements with any state or national bank or trust company, including Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that Escrow Agent or a third party acting solely as agent for Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) shares of money market funds which are registered under the Investment Act of 1940, as amended, and which are rated AAA by Standard & Poor's Corporation or Aaa by Moody's Investors Service, Inc.
7. Moneys in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment listed in the Agreement. Payment shall be made from the Acquisition Fund for the cost of acquisition of part or all of said Equipment listed in the Agreement upon presentation to Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as Exhibit A, executed by Lessee and approved for payment by Lessor, together with an invoice for the cost of the acquisition of said Equipment for which payment is requested and a written approval by Lessor of the Vendor be paid.
8. The Acquisition Fund shall terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate, with the portion thereof designated "Final Acceptance Certificate", properly executed by Lessee, or (b) the presentation of written notification by Lessor, or, if Lessor shall have assigned its interest under the Agreement, then the assignees or subassignees of all of Lessor's interest under the Agreement or an Agent on their behalf, that an Event of Default has occurred or that Lessee has terminated the Agreement pursuant to Section 3.04 of the Agreement. Upon termination as described in clause (a) of this paragraph, any amount remaining in the Acquisition Fund shall be used to prepay the principal component of Rental Payments unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Exhibit A of Rental Payments shall appear

ing in the Agreement shall be revised accordingly as specified by Lessor. Upon termination as described in clause (b) of this paragraph, any amount remaining in the Acquisition Fund shall immediately be paid to Lessor or to any assignees or subassignees of Lessor's interest in this Escrow Agreement.

9. Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent.
10. Escrow Agent incurs no liability to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Agreement or as to the performance of any obligations of Lessor or Lessee. Escrow Agent may consult legal counsel in the event of any dispute or question as to the construction of any provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in accordance with the opinion or instructions of such counsel. Lessee agrees to indemnify Escrow Agent for, and to hold it harmless against, any loss, liability or expense incurred in connection herewith without gross negligence or willful misconduct on the part of Escrow Agent, including without limitation legal or other fees arising out of or in connection with its entering into this Escrow Agreement and carrying out its duties hereunder, including without limitation the costs and expenses of defending itself against any claim of liability in the premises or any action for interpleader. Escrow Agent shall be under no obligation to institute or defend any action, suit, or legal proceeding in connection herewith, unless first indemnified and held harmless to its satisfaction in accordance with the foregoing, except that Escrow Agent shall not be indemnified against any loss, liability or expense arising out of its own gross negligence or willful misconduct. Such indemnity shall survive the termination or discharge of this Escrow Agreement or resignation of Escrow Agent.
11. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State in which Escrow Agent is located.
12. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State in which the Escrow Agent is located.
13. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
14. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.
15. Escrow Agent shall be entitled to fees and expenses for its regular services as Escrow Agent as agreed to in writing with the [Lessor/Lessee]. Escrow Agent is entitled to fees for extraordinary services and reimbursement of any out-of-pocket and extraordinary costs and expenses, including, but not limited to, attorneys' fees. Escrow Agent shall have a first lien upon the Acquisition Fund for the purpose of paying its fees and expenses. All of Escrow Agent's compensation, costs and expenses shall be paid by [Lessee/Lessor].
16. The parties hereto agree that, for tax reporting purposes, all interest or other income, if any, attributable to the funds held by Escrow Agent pursuant to this Escrow Agreement shall be allocable to Lessee. Lessor and Lessee agree to provide Escrow Agent completed Forms W-9 and other forms and documents that Escrow Agent may reasonably request (collectively, "Tax Reporting Documentation") at the time of execution of this Escrow Agreement and any information reasonably requested by Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time. Additionally, the parties shall complete the Incumbency Certificate attached to this Escrow Agreement and provide it to Escrow Agent upon the execution of this Escrow Agreement. The parties hereto understand that if such Tax Reporting Documentation is not so certified to Escrow Agent, Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by Escrow Agent pursuant to this Escrow Agreement.

28th IN WITNESS WHEREOF, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives, all as of the day of June, 2016.

LESSOR SIGNATURE	Lessor <u>DE LAGE LANDEN PUBLIC FINANCE LLC</u>
	Signature _____
	Print Name _____
	Title _____
LESSEE SIGNATURE	Lessee <u>CITY OF DECATUR, ILLINOIS</u>
	Signature 
	Print Name <u>Tim Deason</u>
	Title <u>City Manager</u>
ESCROW AGENT SIGNATURE	Escrow Agent <u>UMB BANK, n.a.</u>
	Signature _____
	Print Name _____
	Title _____

12PFD0C218

PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE FORM

To: **UMB Bank, n.a.**
1010 Grand, 4th Floor
Kansas City, Missouri 64106

and DE LAGE LANDEN PUBLIC FINANCE LLC

DE

Re: CITY OF DECATUR, ILLINOIS Equipment Acquisition Fund No. _____ estab-
lished by the Escrow Agreement, dated as of MAY 18TH, 2016, (the "Escrow Agreement"), among
DE LAGE LANDEN PUBLIC FINANCE LLC ("Lessor"),
CITY OF DECATUR, ILLINOIS ("Lessee")
and UMB Bank, n.a., as Escrow Agent (the "Escrow Agent")

Ladies and Gentlemen:

Escrow Agent is hereby requested to pay from the Acquisition Fund to the person or corporation designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition of the equipment described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" that is listed in the Equipment Lease Purchase Agreement (the "Agreement") described in the Escrow Agreement.

EQUIPMENT INFORMATION	Quantity	Serial Number	Item	Amount

PAYEE	Full Legal Name _____
	Billing Address _____ Phone Number _____
	City _____ State _____ Zip Code _____

Lessee hereby certifies and represents to and agrees with Lessor and Escrow Agent as follows:

1. The Equipment described above has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of said equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 7.02** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

Dated: _____, 20____.

LESSEE SIGNATURE	Lessee <u>CITY OF DECATUR, ILLINOIS</u>
	Signature _____
	Print Name _____
	Title _____

LESSOR SIGNATURE	Lessor <u>DE LAGE LANDEN PUBLIC FINANCE LLC</u>
	Signature _____
	Print Name _____
	Title _____

FINAL ACCEPTANCE CERTIFICATE

Date

THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN **ALL** EQUIPMENT HAS BEEN ACCEPTED.

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment.

LESSEE SIGNATURE	Lessee <u>CITY OF DECATUR, ILLINOIS</u>
	Signature _____
	Print Name _____
	Title _____

12PFDOC218B

INCUMBENCY CERTIFICATE

The undersigned, a duly authorized representative of CITY OF DECATUR, ILLINOIS (hereinafter "Lessee"), in connection with the Escrow Agreement dated contemporaneously herewith by and among DE LAGE LANDEN PUBLIC FINANCE LLC, and UMB Bank, n.a. (hereinafter the "Escrow Agreement"), HEREBY CERTIFIES that the persons whose names, titles and signatures appear below are duly qualified and acting representatives of Lessee on the date hereof. Each holds the office set forth beside his/her name, and the signature appearing opposite his/her name is the genuine signature of such representative. Each is authorized to act on behalf of Lessee with respect to all matters requiring the direction, consent or other action of Lessee as set forth in the Escrow Agreement. UMB Bank, n.a. is entitled to rely on this certification until receipt of written notice to the contrary.

NAME	TITLE	SIGNATURE
<u>T. Gleason</u>	<u>City Manager</u>	<u>[Signature]</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, the undersigned has executed this Certificate for and on behalf of Lessee on this 20th day of June, 2016.

LESSEE SIGNATURE	Lessee <u>CITY OF DECATUR, ILLINOIS</u>
	Signature <u>Debra G. Bright</u>
	Print Name <u>Debra G. Bright</u>
	Title <u>City Clerk</u>

12PFDOC218C

RESOLUTION NO. R 2016-56

**RESOLUTION AUTHORIZING APPROVAL OF A CAPITAL LEASE
- PRESIDIO TECHNOLOGY CAPITAL -
FOR CITY WIDE VOICE (PHONE SYSTEM) UPGRADE**

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

Section 1. That the 5 year Lease Proposal presented to the City Council herewith from Presidio Technology Capital to secure a 5 year capital lease for funding the City Wide Voice (Phone System) Project, be, and the same is hereby, received, placed on file and approved.

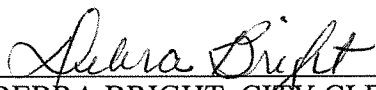
Section 2. That the Purchasing Supervisor be, and is hereby, authorized and directed to issue a purchase order each year for the next 5 years on behalf of the City of Decatur in the amount not to exceed \$78,403.26 for annual lease payments to Presidio Technical Capital for said City Wide Voice (Phone System) Upgrade and Services.

Section 3. That the City Manager be, and is hereby, authorized and directed to sign such other documents, if any, on behalf of the City as may be required to execute this lease agreement between the City of Decatur and Presidio Technical Capital.

PRESENTED AND ADOPTED this 16th day of May, 2016.


JULIE MOORE WOLFE, MAYOR

ATTEST:


DEBRA BRIGHT, CITY CLERK

April 26, 2016

City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523
Attn: Jim Edwards

City Wide Voice
5 Year Lease Proposal

This letter shall serve as a Letter of Proposal to **City of Decatur** by Presidio Technology Capital ("PTC"), to provide financing for your City Wide Voice project. This Letter of Proposal is the property of PTC and contains proprietary and confidential information that is for the exclusive use of PTC and City of Decatur.

PTC is pleased to present this financing solution to City of Decatur for their **Cisco equipment**.

The details of the proposed transaction are as follows:

Lessor: Presidio Technology Capital

Lessee: City of Decatur

Project Name: Cisco Deployment – City Wide Voice

Acquisition cost: \$392,016.32

Equipment	Term	Interest rate	Annual Payment
Cisco	5 years	0%	\$78,403.26

Anticipated Lease
Schedule Start Date: On the 1st day of the month following acceptance.

Payment Frequency: Annual, in advance.

End of Term: \$1 buyout

Asset Management: Lessee will have access to Lessor's proprietary online technology leased asset management tool ("PASS). PASS will assist with the program rollout and tracking of the leased assets over the life of the program. PTC can also provide a dedicated project manager to help integrate the Lessee's process with PTC's process.

Proposal Acceptance: This proposal represents a firm commitment between Lessor and Lessee to complete this transaction subject to the terms set forth herein. If this proposal is acceptable, please indicate so in the space provided and email this copy to me as a pdf to jdiskin@presidio.com If the Lessee would like to revisit any of

the terms, lease structure or cost itemizations as part of this proposal, please contact me at your earliest convenience.

- Conditions Precedent:**
- Documentation acceptable to Lessor
 - A completed and signed Presidio Technology Capital credit application.
 - No material adverse change in Lessee's business financial condition;
 - Final structure approved by the Lessor's and Funding Partners Credit Committees;

Please contact me directly via email or phone if you have any questions or need any additional information.

Sincerely,

Jim Diskin
Financial Solutions Specialist
Presidio Technology Capital
630-701-3853 Office
708-663-0316 Mobile
jdiskin@presidio.com

AGREED TO AND ACCEPTED

By: 

Name: Tim A. Gleason

Title: City Manager

Date: May 16, 2016

Development Services

DATE: 7/5/2016

MEMO:

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager for Development Services

SUBJECT: Decatur City Council Goals

BACKGROUND:

Attached please find both the goals presentation from the Monday June 20 city council meeting and also the 44 public suggestions referenced in that presentation. As we discussed, we attempted to categorize both your suggestions from your initial January 19 session and public comments into groupings that best represented all suggestions.

Please review both the categories and the suggestions and we will attempt, as follow up, to prioritize individual items based on your suggestions and assign target dates for completion. On Monday we will have a follow up session to begin prioritizing individual items. It would still be our intent to provide you with a final document on or prior to August 1 in time for budget planning this year.

STAFF REFERENCE: Tim Gleason, City Manager, at Tgleason@decaturil.gov or 217-424-2801 or Billy Tyus at btyus@decaturil.gov or 217-424-2727.

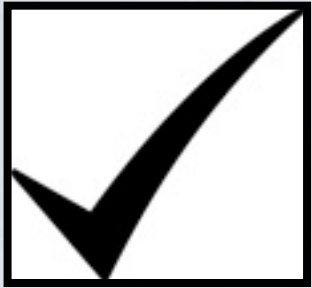
ATTACHMENTS:

Description	Type
2016 Decatur City Council Community Goals	Cover Memo
Council Goals - Public Suggestions	Cover Memo

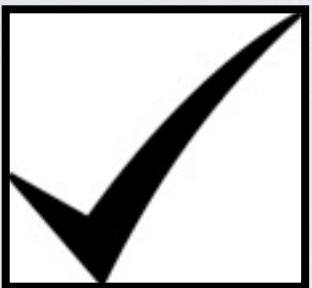


2016 DECATUR CITY COUNCIL COMMUNITY GOALS

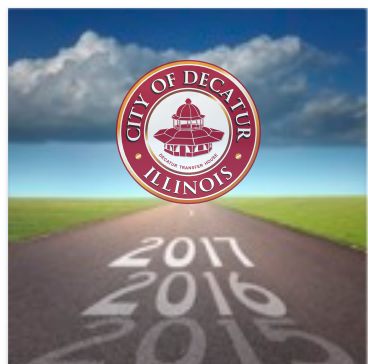
“Big Four” Accomplishments



Storm Sewer Maintenance - Work now underway on more than \$60 million in identified storm water system improvements to reduce or prevent local flooding, basement backups, etc.



Water System Improvement Program (Accomplished) – Largest investment in our water system since we built Lake Decatur in early 1920’s. In some instances it FIXES the water supply problems that we’ve had for years.



2016 DECATUR CITY COUNCIL
COMMUNITY GOALS



“Big Four” Accomplishments



Police Department Relocation – Officers officially began operating out a new state-of-the art facility in 2014 after years of work to find a new location for the Department.



Maintenance for Sanitary Sewers (Ongoing) – Able to negotiate Administrative Court Order between the City and the U.S. EPA. Expected to be less intense and less costly.



2016 DECATUR CITY COUNCIL
COMMUNITY GOALS



Goals for 2016 and Beyond

- Categories result of January 19 Council Goals Session and Public Input
- Grouped member suggestions into categories based on areas of multiple suggestions
- Assigned action items where only single recommendation into most appropriate area
- 44 Public Suggestions incorporated into groupings



2016 DECATUR CITY COUNCIL COMMUNITY GOALS



Goals for 2016 and Beyond



Prioritize & Support
Infrastructure
Improvements



Continued Creation -
Development Community of
Choice



Creation of First
Class Tech Community



Neighborhood
Revitalization



Organizational
Operations



2016 DECATUR CITY COUNCIL
COMMUNITY GOALS



PUBLIC INPUT - 44 RESPONSES, 3 GENERAL CATEGORIES

ECONOMIC DEVELOPMENT

- Business Incentives, Restaurants on City's South Side, Sonic, Chipotle, Trader Joes, Burlington Coat Factory, Food Truck Park

INFRASTRUCTURE IMPROVEMENTS

- Resurfacing/repaving Mound Road and MainSt. from Garfield to Eldo, Painting of railroad overpasses (W. Eldo and Eldo/5 I, railroad at grade separations, beautify corridors

NO TAXES/REDUCTION IN TAXES OR FEES



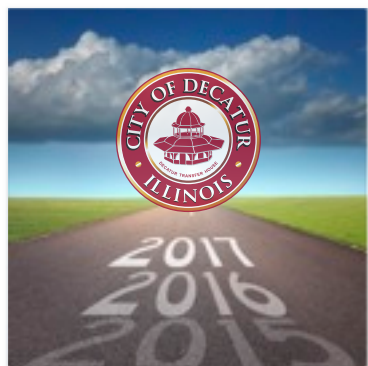
2016 DECATUR CITY COUNCIL
COMMUNITY GOALS



Area I - Prioritize & Support Infrastructure Improvements

- Approve a local motor fuel tax (5)
- Repave/rehab local streets (4)
- Support major road projects (e.g., beltway, Brush College improvements)
- Implement sewer improvements

- Repair and rehab fire stations
- Ask for Decatur funding first in IDOT 5 year capital improvements plan
- Build overpass at I-72 for MLK Drive
- Change policy on brick street rehabilitation and preservation



2016 DECATUR CITY COUNCIL COMMUNITY GOALS

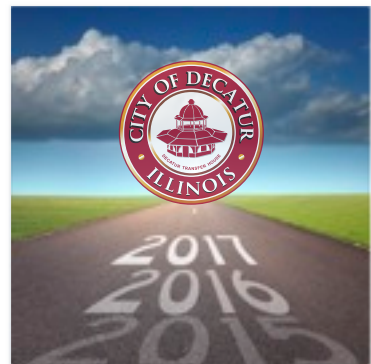


Area I - Prioritize & Support Infrastructure Improvements

Staff at Council's direction have already begun or made significant progress on

Five of the Eight

Listed Goals



2016 DECATUR CITY COUNCIL
COMMUNITY GOALS

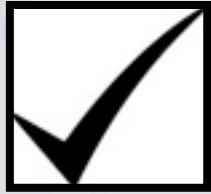


Area I - Prioritize & Support Infrastructure Improvements

Staff at Council's direction have already begun or made significant progress on

Five of the Eight

Listed Goals



Approve local motor fuel tax - Passed February 2016.
April collection of \$121,725/2016 projection of \$1.4 million.



Repave/rehab local streets- Local MFT funds to be designated for local streets. Work to begin this summer.



Repair/Rehab fire stations - Dewberry study complete.
Funding built into 2016 Tax Levy



Support major road projects - Established multi-government transportation team & hired Anne Schneider in WHEN. WHAT IN Grant applications submitted



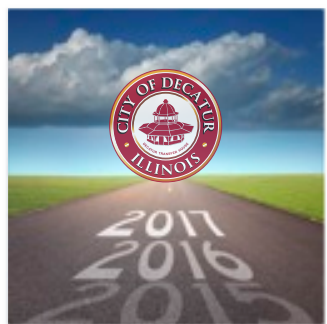
Implement Sewer Improvements - Stormwater Utility passed in when. Part of \$60 million in work now underway. US EPA Consent Degree being reviewed.

2015 MISC. SANITARY/STORM SEWER WORK



Area 2 - ECONOMIC DEVELOPMENT – CONTINUED CREATION OF A COMMUNITY OF CHOICE FOR DEVELOPMENT

- Establish pro-growth policies for development
 - Extend hours of service for select bus routes
 - Connect Decatur to Amtrak by bus or interurban line
 - Put key performance indicators in comprehensive plan
 - Expedite city permitting processes and other ways to facilitate doing business in Decatur
- Make Decatur most competitive business climate regionally (written economic development plan) (4)
 - Provide a strong economy with good jobs (skills training for better jobs) (2)
 - Establish a new or improved corridor for retail sales (e.g., Mound Rd. and Route 51 intersection)



2016 DECATUR CITY COUNCIL COMMUNITY GOALS



More than \$40 Million in Economic Development First Quarter 2016



Firsttech Redevelopment



Office/small retail @ Pershing &
MacArthur

More than \$40 Million in Economic Development
First Quarter 2016



Area 3 - Neighborhood Revitalization

- Provide housing stock revitalization program enhancements (with partners) (3)
 - Stabilize/improve local equalized assessed valuation (EAV) (2)
 - Secure the Millikin to downtown walking/biking corridor (2)
 - Clear properties of problems that negatively impact EAV
- Enhance code enforcement for improvement of housing
 - Increase number of community cleanup projects annually
 - Remove impediments for a successful side yard program

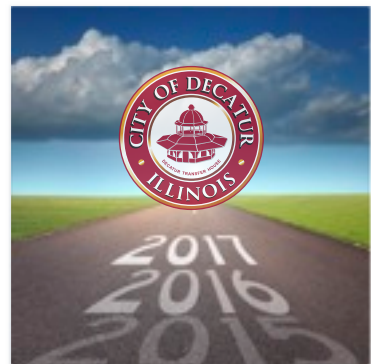


2016 DECATUR CITY COUNCIL COMMUNITY GOALS



FIBER PROJECT - UPDATE

2016 DECATUR CITY COUNCIL
COMMUNITY GOALS



Area 5 - Organizational Operations

- Develop new sources of revenue not burdensome to taxpayers (reasonable) (2)
- Make goal setting (strategic planning) an annual precursor to budget discussions (2)
- Seek local government consolidation and cooperation (2)
- Establish a residency requirement for all new hires (2)
- Conduct a health fair for employees
- Build up cash reserves
- Put billing period on utility bills
- Carefully review future water rate increases



2016 DECATUR CITY COUNCIL COMMUNITY GOALS



Area 5 - Organizational Operations

- Establish a Council committee system for review of proposed legislation
- Establish procedures in City Code for filling Council vacancies
- Hold an emergency management conference for Council and staff
- Move Plan Commission meetings to an evening time slot

- Lobby to curtail tax cap legislation for Macon County
- Monitor payoffs for current investments of City resources
- Use electronic billing and notice processes to a fuller extent
- Engineer savings into City systems



2016 DECATUR CITY COUNCIL COMMUNITY GOALS



What's Next?

1. Are you comfortable proceeding with listed categories?
2. If you support these categories, are there action items that you'd like to prioritize or have removed?
3. Are there items that were not able to be categorized that you want to include?

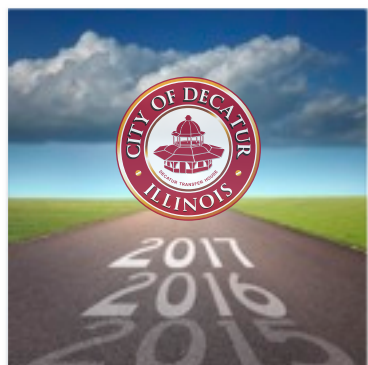


2016 DECATUR CITY COUNCIL
COMMUNITY GOALS

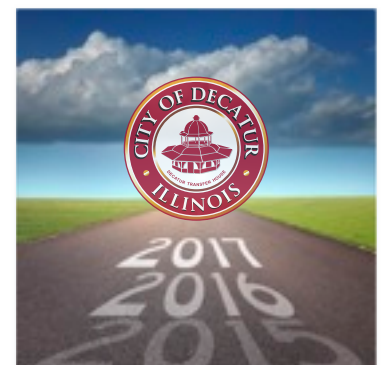


What's Next?

Based on Council input, will return with formal goals document by August 1.



2016 DECATUR CITY COUNCIL COMMUNITY GOALS



COUNCIL GOALS – PUBLIC SUGGESTIONS

1. Give some incentives to new businesses to come to town...such as tax breaks (since it will generate taxes elsewhere, employment and additional income to the city). Start searching around for more companies that would benefit from intermodal station to try to convince this would help make their company more profitable. Show them areas of land or buildings that would suit them, ect. Reach out to them as jobs would make a world of difference for the city and help beautify and increase tax revenue without digging into the pockets of the tax payers. I also believe the casino would be a huge plus to the city. Not only the construction, security and casino jobs, it would bring in a lot of out of towners (springfield, champaign, lincoln, taylorville, ect..) but they would use hotels, eat here, buy fuel, stop in stores or check out historic sites. It would be a huge plus for the city. The slot machine places are big, but giving a place for people to get away, a nice place to stay, more than a few machines like card tables or roulette would drive more than many think and would help build the west end more than it currently does. I know it's the usual jobs jobs jobs, but with more effort to search for companies and convince them of the opportunities here, the number of people in the area ready to work, and that COL in central IL is much better than Chicago/STL area will draw them in.
2. I feel the community would benefit from having former Mt. Zion resident and emergency preparedness expert, Bryan Foster, return to the area discuss the need for individuals, families, and the community as a whole to do what they can to be better prepared before an emergency situation arises. He's a Navy Vet who lived in New York at the time of 911. He is currently teaching classes on preparedness at Bass Pro Shops in Nashville, TN and while living in Mt. Zion he and his family were featured on The History Channel. I handle his marketing and bookings and can answer any questions you might have so feel free to contact me if you're interested in having him.
3. Bring Sonic Victoria Secret Pink and Rainbow clothing store to Decatur also build an amusement park or arcade
4. How about we stop looking for reasons to raise taxes? Make THAT a priority. It now costs me 120 dollars a month more just to be a citizen in Decatur and Macon county than it did 3 years ago. A low tax burden USED to be a competitive advantage in attracting business's. Now it is not. Keep in mind that our average income is lower than that of Washington IL. People notice when you take 3 bucks a month, then 10, then 4, then 40 for water, 16 for schools, 3 more for parks, 3 more for storm drains and on and on and on. 120 dollars a month isn't going to break me, but it is 1500 I don't have at Christmas to shop at Bell's jewelry to keep them afloat and generating taxes. Just stop doing things like this and LOOKING for things to raise taxes for.
5. A few months ago, I attended the City Council meeting where numerous business owners were in an outrage over the proposed Liquor License and Gaming License increases. I completely understand that the city needs revenue for all that they're trying to accomplish. So my suggestion would be a smaller increase on both of those. \$25/machine is way too low, but \$750 was way too high. I believe you

could increase machines \$100-\$200 each without people showing up, pitchforks in hand. Liquor Licenses could also easily go up \$500 without much of a squabble. This wouldn't bring in as much money as the original proposal, but it's still a nice chunk of change. Thanks for your time.

6. My suggestion is to help large employers pay market value for their employees. Decatur is well below the market average for many jobs, if you want young families and young professionals to stay in Decatur you need their pay to be competitive. The low cost of living means nothing to them, they see the end result of a work week in their paycheck. Also, if companies lower the pay just because "low cost of living" well it doesn't mean anything if we still aren't being paid equal to what our peers are making somewhere else. If that paycheck can be higher in another city, even as close as Bloomington/ Normal or Champaign. I know this is not something the city can actually change, but maybe start having the conversations with larger employers. Many young professionals move within the company so they can get higher pay so why wouldn't they take it. Why can't Decatur be competitive when it comes to wages?
7. You people got Decatur So jacked up!! Nobody wants to live here matter alone Move here!! Water Bill, My Mom is 82, With Bad Arthritis in her hands, instead of using her dish washer , she has to do them by hand to save on her bill The Great Grand Kids want to play in the Sprinkler, BUT , NO, When u was A kid did your folks let you play in one ? Thinks to your Great I Ideas They can't !! Think You So Much.
8. The gas tax is inevitable. i know from experience that the bid process does not necessarily favor local contractors. Nevertheless, I would hope that some provisions can be initiated that would favor the Decatur based contractors. It seems the right thing to do, if you take dollars out of local citizen's pockets to then try every effort to return them to the community.
9. Ideally taking at grade intersections with railroads and incorporating a grade separation would be great because it would improve safety and reduce noise (train horns). If that is deemed too expensive to do everywhere having the intersections upgraded to a quiet zone crossing would be better than nothing. I recognize this is a big undertaking given the number of railroad crossings in the city. It will however provide a big payoff for quality of life because people won't be faced with the impetus to move out to avoid the train horns.
10. Something needs to be done with the Decatur Airport. I would guess it is the most under used airport in the state. All other central Illinois cities have major air service. What happened to Decatur? Maybe the Park District should run only parks and let the EDC handle airport development.
11. Disconnect the 2000+ city residents and businesses that are being taxed by the volunteer fire protection districts.
12. A few suggestions for potential businesses to come to Decatur. Golden Corral- we really no longer hold a buffet style restaurant and it can help with multiple groups of people. Ovation style movie theatre (like Bloomington) I have been traveling to Bloomington to go to their movie theatre carmike ovation. The fact that it offers food and drinks. This will offer a great place to have movies and dinner here in Decatur. Fun for the whole family, plus it offers alcoholic drinks

for adults. I think this will help with Millennials. Barnes and Noble. We should have a Barnes and Noble to offer a place for book clubs, activities. Great place to go. Dave and Busters family fun that is awesome for adults and kids alike! Another restaurant offering with games to boot! IKEA- help offer storage and furniture solutions to Decatur. Medieval times - why not dinner theatre! Just really more activities for adults. I am 28 and would like more offerings to do that I can bring my nieces and nephews to :). Thank you.

13. Fully investigate the wrongful dismissal of Chief Sweeney and Tim Gleason's misuses of Decatur City property.
14. I would love to see the lot on Pershing road with the car wash turned into a food truck park. The Burrito truck is always sitting there and how cool would it be to have an area to host multiple food trucks with an outdoor seating area. I proposed the idea on Decatur Anonymous and it seems very popular. That is a busy area and i believe it could be great. Food trucks are a cost effective way to bring in vendors with diverse food.
15. I would like to suggest painting the railroad overpass on West Eldorado St in front of the old Ice House. The overpass is rusted and a major eyesore. It also happens to sit on the main road into Decatur from Springfield. This is one of the first things that people see when they come into our town and it looks awful. We have tried numerous times to have this looked at, but it never seems to go anywhere. I hope that this does not fall on deaf ears. I would like to see Decatur improve and hope that we could fix one of the problems on this main road. Thank you.
16. I have been hearing a lot about establishing a casino in the Decatur Conference Center. I think its a great idea. Would attract some additional folks to Decatur and some of those people may actually want to play golf on one of our city courses. Seems like it would be a nice way to bring additional tax revenue to a city in dire need of funding.
17. Tell Mr. Gleason to try dreaming of ways to CUT city costs instead of dreaming each day about how to create another project to load the cost of on the taxpayers of this city. 2. Take a look at the number of city employees that are employed in direct correlation to the number of residents that are currently paying the bill for them to be employed. As an example you need to take a look back in time (as an example use 1960) look at the population in this city and the number of Police Officers, Firemen and other City of Decatur employees were employed for each resident and you will see what I am talking about. The number of employees should be in direct correlation to the number of residents. If this is not true, explain to the taxpayers why it should not. 3. Consider other ways to reduce costs to operate the city services instead of ADDING more costs to the taxpayers. Ask yourselves WHY do we send Firemen on each and every medical call in this city in VERY EXPENSIVE firetrucks when we have a very competent ambulance service that do the same functions at NO cost to the taxpayers? Running these firetrucks like we do drastically reduces their time that they can be used (in years of service) and costs taxpayers a tremendous amount of tax dollars. 4. Try to consider that the taxpayers have just paid for a complete refurbishment of the downtown area, bought and completely remodeled a building for the moving of the Police Department, purchased new vehicles for Police use, paying to have the

lake dredged, have been repairing SEVERAL Sewer projects and a host of other projects I need not go into. Don't you feel it might be time to take a couple years off from adding yet millions of dollars more expense to the taxpayer that they frankly do not have? The City Council needs to take a REAL SERIOUS look at the taxes you are imposing on the people of this city (both residents and business owners) and ask yourselves if you really feel this is going to attract new business to locate here and new residents here when there are many surrounding areas they can locate that aren't nearly as expensive to live and run a business? Thank you for your time and consideration of these thoughts and suggestions.

18. Vote against any new Hotels, malls, lakes, prisons, flying Tigers, Casinos, or any other business that might add tax income, and jobs. Don't let any new business make money on a new idea, or bring new jobs to Decatur, even though it might be a sin type of job. Instead raise more fees, to water, sewer. Raise taxes on real estate, gasoline, phone, lights, heating gas, Decatur is a dying town, because noting that can bring jobs or revenue is approved by the City Council, only more Taxes, and Fees.
19. To get more restaurants. Like KFC, McDonalds, or something else on the south end of town by the time we get home with anything now it's cool and has to be warmed up. Everything thing is so far away from the south side.
20. I have lived in the same subdivision for nearly 20 years, and I pay for sewer service at are address, but the sewer has never been completed on highland dr. and vine st. This would be a nice project to finish for the many residence of Vine St. and Highland Dr. since we do live in the city limits. Thank you.
21. Let's worry about trying get some of the vacant retain buildings occupied instead of creating new ones that don't make sense. Referring to Pershing and McArthur.
22. Would LOVE to see a Chipotle restaurant in Decatur! We travel to Springfield to go to a Chipotle. Thank you for asking the community for suggestions.
23. I would like to see the Decatur City Council bring Chipotle Mexican Grill to our community. This is the place my husband and I go when visiting Springfield, Bloomington or Champaign. We think this place gives a healthier alternative to other fast food restaurants.
24. Completely re-pave Mound Road...it is probably one of the worst roads in the city! With the new tax on gasoline going into effect in April, I hope it is one of the first roads fixed.
25. It seems that your new tax revenue is already burning a hole in your pocket. Tax and spend, tax and spend.
26. ChickfilA, Golden Corral, Hy-Vee.
27. I would like to see more things to do for families with children(I.E. Park upgrades, skating rings, arcades, etc). I would like to see stores like Gordman's/Berlington Coat Factory and local clothing stores to shop from instead of driving all the way out to Forsyth or Springfield. I would like to see someone buy the old K's Merchandise and turn it into something that would benefit the economy. Possibly a Dick's or Scheels would probably go well there. The parking would accommodate the traffic. We should replicate businesses, stores, restaurants, and recreational ideas from our neighboring cities such as Springfield, Champaign, and Bloomington. We shouldn't have to reinvent the wheel. Let's

copy off of things that are working well in other cities and bring them here to help keep our economy thriving by giving our residents options here, to prevent a lot of lost \$\$\$\$. A lot of people move away and or shop in other cities because we do not have many options here.

28. I would like to see Main St. From Garfield to Eldo resurfaced. The street in Brettwood Village behind the stores towards MLK needs repaired and the library parking lot, while better, also needs resurfaced. I would also like to see an improvement plan for the MLK corridor from Pershing to Grand. Some of the yards, sidewalks and boulevards need attention, the curbing needs weeded and trimmed back. I have called some of the businesses and have seen little to no improvement. Some businesses never responded (Ameren). Please note there are some that look great- like Northgate, but overall it looks dumpy. Thanks for your consideration.
29. Terminate the current City Manager and involve the community to hire a replacement.
30. My friends and I would love to see a TRADER JOE'S in Decatur. (Perhaps this has already been suggested.)
31. It is my humble opinion, that we should be in the process of searching for a new City Manager. It would appear to me that we are rapidly progressing backward. We have a troublemaker in our midst, and I believe that we have just seen the tip of the iceberg in what will become a continuing problem for the City of Decatur. I do hope that someone will be brave enough to start the ball rolling to find a viable replacement for the present problem and get our city back on track.
32. 1. Bring more shopping to downtown; Penney's, Cost Plus World Market, more eclectic little shops to create a destination shopping experience to compliment the restaurants. Awesome that we have 2 new brew pubs downtown!!!!!! 2. Beautify the main corridors into Decatur. It's nice to see Pershing being resurfaced, continue onto Main and Water and Eldorado. Make the 1st impression of Decatur a good one. Mow and get rid of the grass and weeds and figure out how to get rid of the boarded houses and businesses. Nice to see the old hotel on Pershing demolished, same needs to be done on the opposite side of the street to the old car wash and many other sites around town. 3. Open up the road along the lake on weekends, close it during the week if necessary. If speed is the issue install speed bumps, that's a treasure that needs to be open to the public at least during the summer months. 4. More restaurants along the lake front with outdoor dining. Brew pubs. Huge opportunity there.
33. Dear council members, I would love to see something done with the north side of the railroad overpass just before route 51 intersects Eldorado. There are many in Decatur that need to be spruced up. But I feel this one is most unique. All that traffic from the north headed into town senses that the 'HEART' OF DOWNTOWN is almost there. They swoop down that hill and swing back up. Downtown Decatur smacks 'em in the face! The new and refurbished downtown. That overpass is an eyesore, a kick to the gut. Let us make it eye candy, a wonderful front door, as people quickly are thrust into Decatur's new downtown, as they swoop up the hill! No other entryway has this effect or capability coming into Decatur. Coming from the west on 36 and heading east on Eldorado at Van

dyke would be a distant 2nd (worth doing too) ! I realize these are both state routes, railroad property, etc. But I have seen it done in other nearby communities. I am not talking about construction and major expense for the taxpayer. Could it be painted, covered? Look at the painting in honor of our past mayor, the Stephen Decatur mural, the Decatur Staley - Chicago bear mural, the one being planned on the east side of BG records on east Eldorado. We can make this happen. Again, what "front door" to downtown has this point of entry and effect? I sincerely hope it can be taken advantage of. I have no artistic talents, but what if the "new look" had an American flag, Abraham Lincoln, Transfer house, picture of Millikin, a plane with an arrow pointing to airport, etc. Decatur Limitless, right? I would get involved and support it money wise. I am 54 and have lived my entire life here. I thank you for reading and considering this. I would be more than happy to talk or meet with any of you. Sincerely, David L. Zachman

34. Is there still a plan for truck routes throughout the city? Obviously, Decatur has many more trucks than most cities ... mostly grain trucks. I live near Airport Road and there are trucks up and down this road all day long. Maybe the city could work something out with the county for the grain trucks to use 85th (Dalton City Blacktop)/Prairie View Road/Route 105. I think, in some instances, the use of these trucks puts a lot of wear and tear on the city roads. I would think county roads could be made more durable to withstand the truck traffic. And, I'm sure there are other areas in Decatur where this is the case. There is one truck route in Decatur ... through the downtown area. Also, perhaps someone could provide the status of Brush College Road at one of the city council meetings. I think people would like to know the progress of that project. Thank you.
35. Similar to the recent publicized move to create a Social Services Campus just north of downtown, I think the public/private collaboration that it takes to create a "campus" can be used elsewhere. Involving community input, local govt, and private developers could be the most efficient way to further develop the lake, Nelson Park, far west side near Decatur Conf Center & the northeast side near Richland.
36. I think you are doing all the right things already and I hope you continue to move forward. I love the downtown renovation. I think the downtown area has never looked better. New businesses are being brought in and you have a plan to repair our streets and address the abandoned and neglected houses. The schools, especially the HS, are changing attitudes and some families are even moving back into Decatur so their kids can attend. One suggestion I would make is to try to highlight the good things happening in Decatur more and emphasize how important shopping locally is to the cause. Many of us want to see Decatur improve and that is something we can all do to help.
37. the police need to start cracking down on loud trucks (especially Dodge) and loud motorcycles
38. Why don't you streamline your spending before you tax and fee us out of our hard earned money, when we run low on money we have to tighten our budgets, maybe you should try it! I looked at a few months of your meetings and couldn't see any discussion of budget restraints

39. I would like to see the garage at Wood and Franklin cleaned up. I have parked underneath the last 5 plus years and it is ridiculous. The bird poop is everywhere. I'm tired of walking in it and the railing is gross. I am hoping you are going to fix the braces also before it falls on my car. Hope to see improvements soon. Thank you!
40. I have a couple of suggestions: The first started with my stepdad telling me to do something unusual. He has been a shuttle driver for ADM for many years and recently retired. Since his retirement I have been seeing A LOT of him, haha. Anyway he was telling me a story about how ADM always has the drivers bring guests into Decatur via a certain route. When I asked why he said to avoid the center of town. Again I asked why. He then told me that I needed to drive through Decatur as if I were a tourist and then I would understand. I LOVE DECATUR, I always have and I always will! I want Decatur to be great! I want people to experience what Decatur has to offer and to see what special people live here! I will say that after taking off my rose colored glasses it made me see things in a different light. I noticed house after house that was boarded up, condemned or had caught fire. There were a lot of structures that needed a little TLC or tidying up. This got me to thinking about 2 things: When we lived in Lincoln, NE they had very strict rules about maintaining your property. Things were cleaned up or you were assessed. Buildings in poor condition or in disrepair were demolished quickly. The owner was assessed or property was taken over by the city. 2. We are huge fans of Rehab Addict with Nicole Curtis. She goes into abandoned house buys them up cheap from the city and restores them to their original beauty. Decatur has a very rich history and has so many beautiful old houses that have fallen into disrepair. I had an idea that if Decatur had a competition, an incentive or something of that sort where all the area builder/contractors took a house in the same neighborhood and brought it back to life to sell that it would not only bring the house back to life but could also start to bring entire areas to life and at the same time beautify Decatur. Second of all develop the area between Decatur St and Lake Shore Dr. Build starter homes, condos and apartments for young adults. It would renew a dwindling area, bring people back to the center of town and bring more life into the downtown area by adding business. Thirdly add some more development to Nelson Park. Bring in batting cages, go-karts, a water park, and bike/walking trail. Fourth entice a hotel to the south end of town. Bring in some new eateries like Starbucks, Panera, Krispy Kreme or Chick-Fil-A. Add a playground where the old Wildwood clubhouse was. Lastly bring in some more vendors like Bed, Bath and Beyond, Victoria's Secret, Gordman's, and Whole Foods/Fresh Market. This is a GREAT town we just need to appreciate it and give her some TLC!
41. Decatur needs an emphasis on removing the broken-off tree limbs, branches, etc., that are all over the city: for example: 1. 600 S Franklin (just north of Barbeck) a tree fell over several years ago.....2. SE corner of Franklin and Decatur, a broken tree branch..... 3. 1600 N Water St.....a tree fell over several years ago and is trying to survive "on its side", 4. along railroad right-of-ways on US 36.....I could go on, but these are just a few locations. Not doing this gives the impression that the City doesn't care much about its look.....

42. I am against that City employees be REQUIRED to live within the City limits. What is the real purpose of this? What taxes are such individuals avoiding? Maybe the City's portion of Real Estate taxes but what other benefits are they taking from the City? Should other Governmental bodies begin to follow this strategy such will not benefit this town in the long run and division of the County will begin. I would hope that the City Administrators, the Mayor and Council would not be so narrow-minded. Rather see wages be controlled better in the collective bargaining with employees.
43. 1. Reduce actual spending. Meeting a budget by increasing fees & taxes is a unacceptable means of continuing to run our City. 2. Reduce un-needed programs and improve departments efficiency. 3. Eliminate old & unnecessary ordinances & building code requirements to make it more desirable to live in this community. 4. Reducing the size of Government when our population is shrinking for the past several years is the right thing to do. Taxing those that remain in Decatur to cover increased spending is a wrong direction.
44. The railroad tracks on West Eldorado & Vandyke Look above and see the rusted mess that makes the drive down Eldorado worse.