



**Monday, June 20, 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. Anticipated Action Items

The list of items appearing under Anticipated Action Items are those scheduled as of this meeting for the next regularly scheduled Council meeting. While it is intended to be comprehensive, this is not required for valid and legal passage as there are occasions, instances, items and matters that may arise that prevent them from being previously identified.

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

IV. Approval of Minutes

Minutes of June 6, 2016 City Council Meeting

V. Unfinished Business

VI. New Business

1. Proclamations and Recognitions
2. Decatur Association of Realtors Presentation
3. 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

4. Ordinance Amending B-3 Planned Shopping Center District 105 West 1st Drive
5. Ordinance Rezoning Property B-1 Neighborhood Shopping District to B-2 Commercial District 2721 North 22nd Street
6. 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
7. 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
8. Ordinance Rezoning Property B-2 Commercial District to M-1 Intense Commercial/Light Industrial District – 2800 North Water Street
9. Resolution Authorizing Submission of Justice Administration Grant Application and Memorandum of Understanding - Bureau of Justice Assistance
10. Resolution Authorizing a Representative to Sign Loan Documents for South Water Treatment Plant Clarifier Conversion Project City Project W1603
11. Resolution Authorizing City Manager to Execute Agreement with Dewberry Architects, Inc. for Construction Project Management Services
12. Resolution Authorizing City Manager to Enter Into a Debt Instrument to Finance Repair and Maintenance of Fire Station Facilities
13. Resolution Authorizing the City Manager to Enter into a Debt Instrument to Finance Local Street Resurfacing and Reconstruction
14. 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
15. 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. Ordinance Amending City Code - Chapter 7 - Officers and Employees Generally
 - C. Resolution Authorizing Application for Designation as a Section 5310 Public Body
 - D. Resolution Authorizing Execution of an Amended Preliminary Engineering Services Agreement for Federal Participation with Massie Massie & Associates for Decatur Corridor Monument Installation Project, Project No. TE-00D7(040)
 - E. Resolution Approving Expenditure of City Funds for Microsoft Office 365 Licensing Fulfillment
 - F. Ordinance Amending City Code Chapter 51.2 Food and Beverage Tax
 - G. Ordinance Amending City Code Chapter 51.5 Hotel Use Tax
 - H. Resolution Authorizing a Support Services Agreement with B&W Control Systems Integration LLC for South Water Treatment Plant

SCADA System

- I. 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. Ordinance Establishing Handicapped Parking Space in Front of 238 South Crea Street
- K. Ordinance Authorizing the Installation of Stop Signs at the Intersection of North Calhoun Street and East North Street Facing East North Street
- L. Ordinance Removing No Parking Restriction on the South Side of the 600 Block of East Center Street
- M. Ordinance Authorizing the Installation of Stop Signs at the Intersections of North Illinois Street with East Elmhurst Avenue Facing East Elmhurst Avenue
- N. Ordinance Establishing Stop Intersection - North Illinois Street and East Harrison Avenue -
- O. Ordinance Establishing Stop Intersection - North Illinois St and East Mueller Avenue -
- P. Ordinance Establishing Stop Intersection - North Illinois Street and East Curtis Avenue -
- Q. Ordinance Authorizing the Installation of Stop Signs at the Intersection of South Illinois Street and East Lincoln Avenue Facing East Lincoln Avenue
- R. Ordinance Authorizing the Installation of Stop Signs at the Intersection of South Seigel Street and West Forest Avenue Facing West Forest Avenue
- S. Resolution Authorizing the Filing of Grant Application with Federal Transit Administration

VII. Other Business

VIII. Recess to Study Session

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

IX. 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

X. Adjournment

Council Information - May 2016 Monthly Reports

CITY COUNCIL MINUTES
Monday, June 6, 2016

On Monday, June 6, 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 Dana Ray, Jerry Dawson, Bill Faber, Lisa Gregory and Pat McDaniel. Councilman Chris Funk was absent. Six members present; one member absent. Mayor Julie Moore Wolfe declared a quorum present.

City Manager Tim Gleason attended the meeting as well.

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

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

Russell Shulke talked about the history of the Decatur Public Library.

Jacqueline Goetter spoke about the conduct of City Manager Tim Gleason. Ms. Goetter asked for removal of City Manager Tim Gleason and requested former Police Chief Brad Sweeney be reappointed.

Brad Warren with Bob Brady Auto Mall asked Council to table the motion accepting the bid of Bob Ridings for one 2016 heavy duty pick-up truck with snow plow and reconsider Bob Brady Auto Mall's bid. Mr. Warren said, as the low bidder, Bob Brady Auto Mall is ready to fulfill the bid. Mr. Warren said there seemed to be some kind of misunderstanding from the paragraph he included in the cover sheet with the bid. The notice included with the bid was added as a courtesy to Decatur, simply stating that any orders after May 20th would more than likely not go to production. The paragraph was not intended to mean that their bid would expire on May 20th. Knowing Bob Brady Auto Mall was the lowest bidder, Mr. Warren ordered the truck and informed the City's Purchasing Department. Mr. Warren hoped the bid would be reconsidered and awarded to Bob Brady Auto Mall.

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

1. Resolution Accepting the Bid and Authorizing the Execution of a Contract for Parking Garages B & C Structural Improvements, City Project 2015-03
2. Resolution Accepting the Bid and Authorizing the Execution of a Contract for 2016 Storm Drainage Improvement Project, City Project 2016-30

3. Resolution Authorizing City Manager to Enter into a Construction Project Management with Dewberry Architects, Inc. for the Fire Facility Rehabilitation Initiative
4. Resolution Authorizing City Manager to Enter into Debt Instrument to Finance Repair and Maintenance of Fire Station Facilities
5. Resolution Authorizing City Manager to Enter a Debt Service Instrument to Finance Local Street Resurfacing and Reconstruction
6. Resolution Authorizing the Execution of an Intergovernmental Agreement Between the County of Macon and the City of Decatur for Distribution of 2016 Byrne Justice Administration Grant (JAG) Program Funds
7. Resolution Authorizing a Representative to Sign Loan Documents for South Water Treatment Plant Clarifier Conversion Project
8. Resolution Authorizing a Support Services Agreement with B&W Control Systems Integration LLC for South Water Treatment Plant SCADA System
9. Resolution Authorizing a Professional Services Agreement with PDC Laboratories Inc. for Water Testing Services
10. Ordinance Amending City Code Chapter 51.2 Food & Beverage Tax
11. Ordinance Amending City Code Chapter 51.5 Hotel Use Tax
12. Resolution to Authorize Change Order #1 to the Engineering Services Agreement with Bainbridge, Gee, Milanski & Associates, Inc. to Design Starr Crest Pump Station Improvements, City Project 2014-32
13. Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings

The minutes of May 16, 2016 City Council meeting and April 27, 2016 Special City Council and Decatur Park District Joint 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 Dana Ray, Jerry Dawson, Bill Faber, Lisa Gregory, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

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

There were no Proclamations and Recognitions.

Decatur Public Librarian Rick Meyer gave a presentation on the core values of the Decatur Public Library and recent and forthcoming initiatives that support the core values.

R2016-60 Resolution Authorizing Annual Service Agreement with SunGard Public Sector, Inc. – OSSl – Decatur Police Department, was presented.

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

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

2016-28 Ordinance Rezoning Property 2005 East Olive Street from M-1 Intense Commercial/Light Industrial District, was presented.

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

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

2016-29 Ordinance Annexing Territory – 1415 North Sunnyside Road, was presented.

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

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

Resolution Accepting the Bid of Bob Ridings, Inc. Decatur, IL, for the Purchase of One (1) 2016 For F-250 Pick-Up with Snow Plow, was presented

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

City Manager Tim Gleason explained Bob Brady Auto Mall was the lowest bidder and meet the criteria, but there was criteria where the City had to have Council approval and be submitted to the Dodge factory by May 20th. The City couldn't meet the May 20th deadline and that is why Bob Brady Auto Mall bid was passed over and that is why staff is seeking approval for the Bob Ridings Ford vehicle.

Councilman Jerry Dawson said Mr. Warren said tonight that Bob Brady Auto Mall could meet the lower price, in other words, there is no reason not to use them if they are the low bidder. City Manager Tim Gleason said that information was news to him tonight. Mayor Julie Moore Wolfe asked if this was a miscommunication between staff and Bob Brady. City Manager Tim Gleason said he didn't believe so, the order had to be placed before May 20th. Corporation Counsel Wendy Morthland recommended Council reject all the bids and start the bid process over.

Upon call of the roll, Councilmen Dana Ray voted aye. Councilmen Jerry Dawson, Bill Faber, Lisa Gregory, Pat McDaniel and Mayor Julie Moore Wolfe voted nay. One aye; five nays. Mayor Julie Moore Wolfe declared the motion failed.

R2016-61 Resolution Accepting the Bid and Authorizing the Execution of a Contract for 2016 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2016-09 was presented.

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

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

R2016-62 Resolution Authorizing an Agreement with Bainbridge, Gee, Milanski & Associates, Inc. to Design Improvements to the Shore Oak and Green Oak Pump Stations, City Project 2016-02, was presented.

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

Councilman Bill Faber said he would abstain from the vote because his law firm was in litigation with the engineering company.

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

R2016-63 Resolution Authorizing a Multi-Year Agreement with Bainbridge, Gee, Milanski & Associates, Inc. for Professional Engineering Services in Support of the Sanitary Sewer System, City Project 2016-05, was presented.

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

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

2016-30 Ordinance Authorizing the City of Decatur of Macon County, Illinois to Borrow Fund from the Water Pollution Control Revolving Loan Fund, was presented.

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

Public Works Director Rick Marley shared photos of the proposed 7th Ward Sewer System needing to be work on. The payments for this project are budgeted in for the next 20 years. Mayor Julie Moore Wolfe asked how long the lining will last. Public Works Director said best estimates are it should last 100 years. Councilman Pat McDaniel asked how old the brick sewer was. Project Manager Dave Harp said the engineers were not sure how old the brick sewer is, but it dates back to the very early 20th century.

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

R2016-64 Resolution Authorizing an Agreement with Bainbridge, Gee, Milanski & Associates, Inc. for Construction Engineering and Resident Inspection Services for the 7th Ward Sewer Rehabilitation, City Project 2015-07, was presented.

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

Councilman Bill Faber said he would abstain from the vote because his law firm was in litigation with the engineering company.

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

R2016-65 Resolution Authorizing Acceptance of Deed and Transfer of Property Located at 825 North Lowber Street, Decatur, Illinois, was presented.

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

Assistant City Manager Billy Tyus gave an overview of the development. City staff has been working with USEPA and local entities over the past two years to get the site cleaned up. The City has been working with a local developer to return the site to productive use again.

Upon call of the roll, Councilmen Dana Ray, Jerry Dawson, Bill Faber, Lisa Gregory, Pat McDaniel 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 K and asked if any Council member wished to have an item removed from Consent Calendar. Councilman Pat McDaniel asked to remove Item H.

The Clerk read Items A – G and I – K.

- A. Receiving and Filing of Minutes of Boards
- B. Receiving and Filing Preliminary and Final Plats – Mountain Harbor/Mueller Heights 200-300 Blocks Mueller Court
- C. R2016-66 Resolution Regarding Temporary Closing of State Rights-of-Way Community Events – Rodney T. Miller Lakeside Triathlon
- D. R2016-67 Resolution Regarding Temporary Closing of State Rights-of-Way Community Events – Firecracker Road Run
- E. R2016-68 Resolution Regarding Temporary Closing of State Rights-of-Way Community Events – Annual Shoreline Classic
- F. R2016-69 Resolution Authorizing Agreement for Lobbying Services – Curry and Associates L.L.C.
- G. R2016-70 Resolution Ascertaining Prevailing Rate of Wages for Construction of Public Works by Contract
- I. R2016-71 Resolution Approving Appointment – Library Board
- J. R2016-72 Resolution Approving Appointment – Library Board
- K. R2016-73 Resolution Approving Appointment – Library Board

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

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

Councilwoman Lisa Gregory commented it was her full intent to remove the three resolutions approving the appointments of the Library Board. She felt discussions about the Library property have been contentious. Conversations moving forward about the Library facility should remain between the City Manager and the Library Board. Councilwoman Lisa Gregory said if she had to rely on the media to find out what is going on with the Library Board she would be the first one calling for resignations.

The Clerk read Item H.

2016-31 Ordinance Amending City Code Chapter 52 – Alcoholic Liquor

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

Councilman Pat McDaniel complimented Liquor Commissioner Jerry Dawson for his hard work on reducing the number of liquor establishments.

Upon call of the roll, Councilmen Dana Ray, Jerry Dawson, Bill Faber, Lisa Gregory, Pat McDaniel 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 Pat McDaniel thought the City Council had been productive and he was proud of what the Council is doing. No further Other Business, Mayor Julie Moore Wolfe called to Recess to a Study Session for the Video Gaming Study.

Councilwoman Dana Ray moved to recess to Study Session; seconded by Councilman Jerry Dawson.

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

Finance Director Gregg Zientara reported on the facts, revenue, and history of video gaming. Corporate Counsel Wendy Morthland shared options available for regulation for Home Rule communities. Council members discussed increasing the licensing fees and a moratorium on the number of Class P liquor licenses. Mayor Julie Moore Wolfe suggested City Manager Tim Gleason put together a couple of different proposals to bring back to Council so the Council can discuss them and get input from the citizens. Proposals on limiting the number of liquor licenses and another on increasing fees.

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

Council went into Closed Executive Session at 7:45 p.m.

There being no further business, Councilman Jerry Dawson moved the regular Council meeting be adjourned; seconded by Councilwoman Dana Ray, and all were in favor by voicing no objections. Mayor Julie Moore Wolfe declared the Council meeting adjourned at 8:05 p.m.

Approved _____
Debra G. Bright
City Clerk

Development Services

DATE: 6/10/2016

MEMO: No. 16-27

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Suzan Stickle, Senior Planner

SUBJECT:

Rezone 500 Blocks East King Street and East Central Avenue and 700-800 Blocks of North Martin Luther King Jr. Drive from PD Planned Development District to O-1 Office District

SUMMARY RECOMMENDATION:

Staff recommends approval of the rezoning to O-1 Office District. The City Plan Commission voted 7-0 to recommend approval of this petition at the June 2, 2016 meeting; the minutes of the meeting are attached.

BACKGROUND:

The approximately 1.4 acre vacant subject site is located in the 500 Blocks of East King Street and East Central Avenue and the 700-800 Blocks of North Martin Luther King Jr. Drive and is zoned PD Planned Development District.

The subject site was originally part of the 2002 rezoning to PD Planned Development for the proposed development of Wabash Crossing. This portion of the overall PD has never developed as originally envisioned.

In 2014, the City Council approved the rezoning of vacant properties west of the subject site to help spur and allow for development in the area.

The City Council recently approved the sale of these properties on East King Street and East Central Avenue as well as properties immediately west so that the Northeast Community Fund could build a center to distribute food and clothing as well as counsel citizens.

The petitioner proposes to rezone from PD Planned Development District to O-1 Office District that would allow for all those uses permitted in the O-1 District.

As the subject site did not develop as originally envisioned, the area has started to evolve as a potential area for development of services that would complement and provide services to Wabash Crossing as well as the entire community. Crossing Healthcare has opened and spurred the potential growth of services for the other properties in the immediate area.

Rezoning the site from PD Planned Development to O-1 Office District should not create any adverse effects on the adjacent properties or the City as a whole as the uses on the adjacent properties are compatible with the permitted uses of the O-1 Office District.

The adjacent zoning includes PD Planned Development District to the north, O-1 Office District to the south and west, M-1 Intense Commercial/Light Industrial District to the south and east. The adjacent land use to the north, south, and west is vacant, there is industrial use to the east. Although the Macon County and Decatur Comprehensive Plan shows this area as mixed-use-commercial/residential, these properties have been left vacant and the potential for redevelopment of these properties to their original use as residential is low. The redevelopment of these lots to permitted uses in the O-1 Office District would serve the commercial use of the mixed-use aspect well while creating a transition area between the more intensive surrounding uses and districts and the reestablished residential areas. The proposed zoning and permitted uses are compatible with the adjacent uses and zoning districts.

POTENTIAL OBJECTIONS: There were no known objectors at the Plan Commission Meeting.

INPUT FROM OTHER SOURCES:

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

STAFF REFERENCE: Any additional questions may be forwarded to Suzan Stickle at 424-2786 or at ssickle@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

**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 -**

WHEREAS, on the 2nd day of June, 2016, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Billy Tyus, Assistant City Manager, to rezone premises legally described as:

Lots One (1) thru Four (4) and Lots Twenty Seven (27) thru Thirty (30) all in Block Two (2) of Durfee Warren and Co.'s 2nd Addition as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

AND

Lots One (1) and Two (2) in Block One (1) of Durfee Warren and Co.'s 1st Addition as per Plat recorded in Book 50, Page 366 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

AND

A part of the Sixteen (16) foot alley located in Block Two (2) of Durfee Warren and Co.'s 2nd Addition as Per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois, lying north of and adjacent to Lots Twenty Seven (27) thru Thirty (30) in said Block Two (2), said alley more particularly described as follows: Beginning at the Northwest corner of Lot Twenty Seven (27) in Block Two (2) of Durfee Warren and Co.'s 2nd Addition; thence north to the Southwest corner of Lot Four (4) in Block Two (2) of Durfee Warren and Co.'s 2nd Addition; thence easterly along the south lot lines of Lots Four (4) thru One (1) in Block Two (2) of Durfee Warren and Co. 2nd Addition to

the Southeast corner of Lot One (1) in Block Two (2) of Durfee Warren and Co.'s 2nd Addition; thence southerly to the Northeast corner of Lot Thirty (30) in Block Two (2) in Durfee Warren and Co.'s 2nd Addition; thence westerly along the north lot lines of Lots Thirty (30) thru Twenty Seven (27) in Block Two (2) Durfee Warren and Co.'s 2nd Addition to the point of beginning,

from PD Planned Development District to O-1 Office District; and,

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

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

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

Section 2. That said described premises be, and they are hereby, rezoned from PD Planned Development District to O-1 Office District.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**City of Decatur, Illinois****PETITION FOR REZONING***Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois*

Economic and Urban Development Department

One Gary K. Anderson Plaza

Decatur, Illinois 62523-1196

424-2793

FAX 424-2728

Please Type**SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION**

Petitioner	Billy Tyus				
Address	#1 Gary K. Anderson Plaza				
City	Decatur	State	Illinois	Zip	62523
Telephone	217-424-2793	Fax		E-mail	btyus@decaturil.gov
Property Owner	City of Decatur				
Address	#1 Gary K. Anderson Plaza				
City	Decatur	State	Illinois	Zip	62523
Telephone		Fax		E-mail	
Representative	Same as petitioner				
Address					
City		State		Zip	
Telephone		Fax		E-mail	

SECTION TWO: SITE INFORMATION

Street Address	500 Blocks E King St and E Central Ave and 700-800 Blocks N MLK Jr Dr				
Legal Description	See attached Exhibit A				
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1	
Is this property a Planned Unit Development?					
☒ YES Approval Date: 1/22/02					
☐ NO					
Please list all improvements on the site:					
Size of Tract	1.42	☐ SF	☒ AC		

SECTION THREE: REQUESTED ACTION

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

Section Three Continued

Purpose Please state the purpose of the proposed rezoning.

The purpose is to allow for all those uses permitted in the O-1 Office District.

SECTION FOUR: JUSTIFICATION

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

This portion of the PD Planned Development was never constructed. In 2014, the City Council approved the rezoning of the vacant properties immediately west to help spur and allow for the development of this area. The City Council approved the sale of this property on East King Street and East Central Avenue along with property immediately west so that Northeast Community Fund could build a center to distribute food and clothes as well as counsel citizens. The rezoning of this property will allow these blocks to all be in the same zoning district and allow for continued development of the Wabash Crossing area.

SECTION FIVE: CERTIFICATION

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

**Petitioner's
Signature**



Date

May 5, 2016

NOTES:

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

OFFICE USE ONLY

Date Filed

By

EXHIBIT A

Legal Description

Lots One (1) thru Four (4) and Lots Twenty Seven (27) thru Thirty (30) all in Block Two (2) of Durfee Warren and Co.'s 2nd Addition as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

AND

Lots One (1) and Two (2) in Block One (1) of Durfee Warren and Co.'s 1st Addition as per Plat recorded in Book 50, Page 366 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

AND

A part of the Sixteen (16) foot alley located in Block Two (2) of Durfee Warren and Co.'s 2nd Addition as Per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois, lying north of and adjacent to Lots Twenty Seven (27) thru Thirty (30) in said Block Two (2), said alley more particularly described as follows: Beginning at the Northwest corner of Lot Twenty Seven (27) in Block Two (2) of Durfee Warren and Co.'s 2nd Addition; thence north to the Southwest corner of Lot Four (4) in Block Two (2) of Durfee Warren and Co.'s 2nd Addition; thence easterly along the south lot lines of Lots Four (4) thru One (1) in Block Two (2) of Durfee Warren and Co. 2nd Addition to the Southeast corner of Lot One (1) in Block Two (2) of Durfee Warren and Co.'s 2nd Addition; thence southerly to the Northeast corner of Lot Thirty (30) in Block Two (2) in Durfee Warren and Co.'s 2nd Addition; thence westerly along the north lot lines of Lots Thirty (30) thru Twenty Seven (27) in Block Two (2) Durfee Warren and Co.'s 2nd Addition to the point of beginning.

Decatur City Plan Commission

500 Blks E King St & E Central Ave and 700-800 Blk N MLK Jr Dr



Cal. No.: 16-18
Date: June 2, 2016
Petition of: Billy Tyus, Asst City Mgr
Requested Action: Rezone to O-1 Office District

0 250 500
Feet



Legend

- Decatur Roads
-  subject site
-  Decatur Parcel data
-  Decatur Zoning

STAFF REPORT
Decatur City Plan Commission

COMMON NAME: 500 Blocks of East King Street and East Central Avenue and 700-800 Block of Martin Luther King Jr. Drive-Wabash Crossing Area

GENERAL INFORMATION

Hearing Date June 2, 2016
Calendar No. 16-18
Property Location 500 Blocks of East King Street and East Central Avenue and 700-800 Blocks of North Martin Luther King Jr. Drive
Requested Action Rezone from PD Planned Development District to O-1 Office District
Petitioner Billy Tyus, Assistant City Manager

LAND USE AND ZONING

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Vacant	PD	Mixed-Use- Commercial/Residential
North	Multi-Family Residential	PD	Residential-Low Density
South	Vacant	O-1, M-1	Mixed-Use- Commercial/Residential
East	Industrial	M-1	Employment
West	Vacant	O-1	Mixed-Use- Commercial/Residential

BACKGROUND

1. The approximately 1.4 acre vacant subject site is located in the 500 Blocks of East King Street and East Central Avenue and the 700-800 Blocks of North Martin Luther King Jr. Drive and is zoned PD Planned Development District.
2. The subject site was originally part of the 2002 rezoning to PD Planned Development for the proposed development of Wabash Crossing. This portion of the overall PD has never developed as originally envisioned.
3. In 2014, the City Council approved the rezoning of vacant properties west of the subject site to help spur and allow for development in the area.
4. The City Council recently approved the sale of these properties on East King Street and East Central Avenue as well as properties immediately west so that the Northeast Community Fund could build a center to distribute food and clothing as well as counsel citizens.

PROJECT DESCRIPTION

1. The petitioner proposes to rezone from PD Planned Development District to O-1 Office District that would allow for all those uses permitted in the O-1 District.

2. As the subject site did not develop as originally envisioned, the area has started to evolve as a potential area for development of services that would complement and provide services to Wabash Crossing as well as the entire community. Crossing Healthcare has opened and spurred the potential growth of services for the other properties in the immediate area.

STAFF ANALYSIS

1. Rezoning the site from PD Planned Development to O-1 Office District should not create any adverse effects on the adjacent properties or the City as a whole as the uses on the adjacent properties are compatible with the permitted uses of the O-1 Office District.
2. The adjacent zoning includes PD Planned Development District to the north, O-1 Office District to the south and west, M-1 Intense Commercial/Light Industrial District to the south and east. The adjacent land use to the north, south, and west is vacant, there is industrial use to the east. Although the Macon County and Decatur Comprehensive Plan shows this area as mixed-use-commercial/residential, these properties have been left vacant and the potential for redevelopment of these properties to their original use as residential is low. The redevelopment of these lots to permitted uses in the O-1 Office District would serve the commercial use of the mixed-use aspect well while creating a transition area between the more intensive surrounding uses and districts and the reestablished residential areas. The proposed zoning and permitted uses are compatible with the adjacent uses and zoning districts.

STAFF RECOMMENDATION

1. Staff recommends approval of the rezoning.

PLAN COMMISSION ACTION

1. Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 16-18 to the City Council with a recommendation for approval is suggested.

The above report constitutes the testimony and recommendation of the Planning and Sustainability Division, Department of Planning and Building Services, City of Decatur.

Suzan Stickle
Senior Planner

ATTACHMENTS

1. Petition
2. Location Map

Excerpts from Plan Commission Meeting of June 2, 2016:

Cal. No. 16-18

Petition of BILLY TYUS, ASSISTANT CITY MANAGER, to rezone property located in the 500 Block of East King Street, the 500 Block of East Central Avenue and the 700 and 800 Blocks of North Martin Luther King Jr. Drive from PD Planned Development to O-1 Office District.

Ms. Stickle presented the recommendation of staff:

The approximately 1.4 acre vacant subject site is located in the 500 Blocks of East King Street and East Central Avenue and the 700-800 Blocks of North Martin Luther King Jr. Drive and is zoned PD Planned Development District.

The subject site was originally part of the 2002 rezoning to PD Planned Development for the proposed development of Wabash Crossing. This portion of the overall PD has never developed as originally envisioned.

In 2014, the City Council approved the rezoning of vacant properties west of the subject site to help spur and allow for development in the area.

The City Council recently approved the sale of these properties on East King Street and East Central Avenue as well as properties immediately west so that the Northeast Community Fund could build a center to distribute food and clothing as well as counsel citizens.

The petitioner proposes to rezone from PD Planned Development District to O-1 Office District that would allow for all those uses permitted in the O-1 District.

As the subject site did not develop as originally envisioned, the area has started to evolve as a potential area for development of services that would complement and provide services to Wabash Crossing as well as the entire community. Crossing Healthcare has opened and spurred the potential growth of services for the other properties in the immediate area.

Rezoning the site from PD Planned Development to O-1 Office District should not create any adverse effects on the adjacent properties or the City as a whole as the uses on the adjacent properties are compatible with the permitted uses of the O-1 Office District.

The adjacent zoning includes PD Planned Development District to the north, O-1 Office District to the south and west, M-1 Intense Commercial/Light Industrial District to the south and east. The adjacent land use to the north, south, and west is vacant, there is industrial use to the east. Although the Macon County and Decatur Comprehensive Plan shows this area as mixed-use-commercial/residential, these properties have been left vacant and the potential for redevelopment of these properties to their original use as residential is low. The redevelopment of these lots to permitted uses in the O-1 Office District would serve the commercial use of the mixed-use aspect well while creating a transition area between the more intensive surrounding uses and districts and the reestablished residential areas. The proposed zoning and permitted uses are compatible with the adjacent uses and zoning districts.

Staff recommends approval of the rezoning.

Excerpts from Plan Commission Meeting of June 2, 2016 continued:

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 16-18 to the City Council with a recommendation for approval is suggested.

There were no questions and no objectors present.

It was moved and seconded (Frantz/Harris) to forward Calendar No. 16-18 to the City Council with a recommendation for approval as requested by the petitioner. Motion carried unanimously.

Development Services

DATE: 6/10/2016

MEMO: No. 16-25

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Suzan Stickle, Senior Planner

SUBJECT: Amend the B-3 Planned Shopping Center District at 201 West 1st Drive

SUMMARY RECOMMENDATION:

Staff recommends approval of the amendment to the B-3 Planned Shopping Center District with the following condition:

1. Final site, landscaping and lighting plans shall be submitted to and approved by the Department of Planning and Building Services, Public Works Department and the Fire Department prior to building permits being released.

The City Plan Commission voted 7-0 to recommend approval of this petition at the June 2, 2016 meeting; the minutes of the meeting are attached.

BACKGROUND:

The subject site is developed with two (2) commercial structures and is approximately 38,600 square feet. It is currently zoned B-3 Planned Shopping Center District and has been zoned as such since 1963. There have been many amendments to the original B-3 since its creation with the most recent amendments being in 2013.

In June of 2013, the City Council approved an amendment that allowed for the construction of a 3,200 square foot commercial structure designed with two (2) zero lot line buildings that would share a common wall. The amendment allowed for 2,267 square feet of office space and 933 square feet for a bar/cocktail lounge.

The last amendment was approved by the City Council in July 2013 which allowed for the addition of 1,159 square feet of restaurant space and a decrease in the office space by the same amount in the previously approved 3,200 square foot commercial structure.

The petitioner proposes to amend the B-3 Planned Shopping Center District to allow for the

demolition and reconstruction of The Wharf restaurant. The new structure will be 2,437 square feet which will be 342 square feet larger than the existing structure. The expansion to the original footprint of the structure will accommodate new restrooms and allow for a reconfiguration of the restaurant.

The parking requirements for the proposed structure that will house The Wharf and the remaining commercial structure require a total of 49 parking spaces. The amendment includes 44 spaces.

The landscaping is existing and meets the requirements of the Zoning Ordinance.

This unique area has functioned for years with commercial buildings and their parking lots. The proposed reduced parking should not create an adverse effect on the neighboring properties or the City as a whole.

The proposed amendment to the B-3 is consistent with the character of the surrounding neighborhood and general area. Properties to the north, east and west are also B-3 developments and have been developed commercially.

The proposed amendment to the B-3 is consistent with the intent of the previously approved B-3 amendment and the Comprehensive Plan.

POTENTIAL OBJECTIONS: There were no known objectors at the Plan Commission Meeting.

INPUT FROM OTHER SOURCES:

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

STAFF REFERENCE: Any additional questions may be forwarded to Suzan Stickle at 424-2786 or at [sstickle@decaturil.gov](mailto:ssickle@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

**ORDINANCE AMENDING
B-3 PLANNED SHOPPING CENTER DISTRICT
- 105 WEST 1ST DRIVE -**

WHEREAS, on the 2nd day of June, 2016, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Lindy Lu LLC, to modify and amend the B-3 Planned Shopping Center District previously amended by Ordinance No. 2013-69 on premises situated in the City of Decatur, Illinois, and described as follows:

Lots Two (2) and Three (3) of Lindy Lu South Addition, as per Plat recorded in Book 5000 on Page 173 of the Records in the Recorder's Office of Macon County, Illinois,

AND

Commencing at the Northeast Corner of Lot Three (3), South Shores 5th Addition; thence South 86°01'31" West (assumed bearing), 198.66 feet along the South right-of-way line of West 1st Drive; thence South 06°50'49" East, 33.66 feet; thence South 18°42'12" East, 30.00 feet; thence South 03°58'29" East, 83.69 feet; thence North 86°01'31" East, 22.00 feet to the point of Beginning; thence South 13°06'35" East, 68.14 feet to a point on the South line of said Lot Three (3) of South Shores 5th Addition; thence South 76°53'29" West, 208.46 feet along said South line of Lot Three (3) of South Shores 5th Addition; thence North 03°58'35" West, 176.52 feet; thence South 18°41'27" East, 78.73 feet; thence North 86°01'31" East, 175.00 Feet to the point of beginning, containing 0.41 acres more or less; and,

WHEREAS, the Decatur City Plan Commission did report its findings and did recommend that the modification of said B-3 Planned Shopping Center District as requested be authorized.

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

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

Section 2. That upon the condition set forth, the aforesaid Planned Shopping Center District be, and the same is hereby, modified and amended, and petitioner be, and it is hereby, authorized and permitted to develop the premises described herein in accordance with the site plan hereto attached, marked Exhibit A and hereby made a part hereof.

- A. Final site, landscaping and lighting plans shall be submitted to and approved by the Department of Planning and Building Services, Public Works Department and the Fire Department prior to building permits being released.

Section 3. That except as modified by the provisions hereof, the heretofore ordained Planned Shopping Center District, and the provisions of ordinances relating thereto as heretofore amended and modified remain in full force and effect and the same remain subject to all the conditions, limitations and restrictions set out in the ordinance aforesaid and the respective modifications and amendments thereto.

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

B-3 SHOPPING CENTER
THE WHARF EXPANSION
DECATUR, ILLINOIS
MAY 2016

LEGAL DESCRIPTION

LOT 2 AND LOT 3 OF LINDY LU SOUTH ADDITION, AS PER PLAT RECORDED IN BOOK 5000, PAGE 173 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

AND

COMMENCING AT THE NORTHEAST CORNER OF LOT 3, SOUTH SHORES 5TH ADDITION; THENCE SOUTH 86°01'31" WEST (ASSUMED BEARING), 198.66 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF WEST 1ST DRIVE; THENCE SOUTH 06°50'49" EAST, 33.66 FEET; THENCE SOUTH 18°42'12" EAST, 30.00 FEET; THENCE SOUTH 03°58'29" EAST, 83.69 FEET; THENCE NORTH 86°01'31" EAST, 22.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 13°06'35" EAST, 68.14 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3 OF SOUTH SHORES 5TH ADDITION; THENCE SOUTH 76°53'29" WEST, 208.46 FEET ALONG SAID SOUTH LINE OF LOT 3 OF SOUTH SHORES 5TH ADDITION; THENCE NORTH 03°58'35" WEST, 176.52 FEET; THENCE SOUTH 18°41'27" EAST, 78.73 FEET; THENCE NORTH 86°01'31" EAST, 175.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.41 ACRES MORE OR LESS.



CONSTRUCTION SITE
LOCATION MAP

UTILITY/PROJECT CONTACTS

AMEREN (GAS & ELECTRIC)
2460 N. JASPER ST.
DECATUR, IL 62526
CONTACT: MARTIN BEHRENS
PHONE: (217) 424-8745

AT&T (PHONE)
1640 EAST HAZEL DELL ROAD
SPRINGFIELD, IL 62703
CONTACT: MIKE OSMOND
PHONE: (217) 789-5644

COMCAST (CABLE)
1275 N. WATER ST.
DECATUR, IL 62521
CONTACT: KEITH KOSHINSKI
PHONE: (224) 229-3253

CITY OF DECATUR (WATER,
SANITARY, AND STORM)
#1 GARY ANDERSON PLAZA
DECATUR, IL 62521
CONTACT: MATT NEWELL
PHONE: (217) 424-2747

CHASTAIN & ASSOC. (PROJECT MANAGER)
5 N. COUNTRY CLUB RD.
DECATUR, IL 62521
CONTACT: MARY CAVE
PHONE: (217) 422-8544

CHASTAIN & ASSOC. (SURVEYOR)
5 N. COUNTRY CLUB RD.
DECATUR, IL 62521
CONTACT: RANDY TREJ
PHONE: (217) 422-8544

SHEET INDEX

- C-1 COVER
- C-2 GENERAL NOTES AND SPECIFICATIONS
- C-3 TOPOGRAPHIC / REMOVAL PLAN
- C-4 SITE / GRADING PLAN
- C-5 LANDSCAPE PLAN
- C-6 UTILITY / SWPPP PLAN
- C-7 PHOTOMETRICS PLAN

BY	DATE	REVISION/ISSUED
AND	05/17/2016	FOR REVISIONS

PROJECT NO.	FIELD BOOK NO.	START DATE	DRAWN BY	CHECKED BY	C&A REF. NO.	PWC REF. NO.	FILE LOCATION
6481	517	APRIL 18, 2016	JNO	MEC	N/A	12141, 12032	ENGINEERS/AMARK ALLEN

5 N. COUNTRY CLUB RD
DECATUR, IL 62521
PHONE: 217-422-8544
FAX: 217-422-0398
WWW.HICLI.P.COM

CHASTAIN
& ASSOCIATES LLC
CONSULTING ENGINEERS



EXP. 11/30/17

COVER
B-3 SHOPPING CENTER
201 W. FIRST DRIVE DR.
DECATUR, IL

Sheet no.
C-1
project no
6481

Mary E. Cave
MARY E. CAVE
ILLINOIS REGISTERED PROFESSIONAL ENGINEER
No. 062-060331



EXP. 11/30/17

EXHIBIT A

Rec'd 5/19/16

GENERAL NOTES

- THE ENGINEER SHALL NOT GUARANTEE THE WORK OF ANY CONTRACTOR. SHALL HAVE NO AUTHORITY TO STOP WORK, SHALL HAVE NO SUPERVISION OR CONTROL AS TO THE WORK OR PERSONS DOING THE WORK, SHALL NOT BE RESPONSIBLE FOR SAFETY IN, ON, OR ABOUT THE JOB SITE OR HAVE ANY CONTROL OF THE SAFETY OR ADEQUACY OF ANY EQUIPMENT, BUILDING COMPONENT, SCAFFOLDING, SUPPORTS, FORMS OR OTHER WORK AIDS, AND SHALL HAVE NO DUTIES OR RESPONSIBILITIES IMPOSED BY ACTS GOVERNING THE WORKPLACE.
2. THE ABBREVIATION S5RB SHALL REFER TO THE ILLINOIS STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION ADOPTED APRIL 1, 2016. COPIES AVAILABLE ONLINE AT <http://www.idot.illinois.gov/Assets/uploads/files/Doing-Business/Manuals-Guides-&-Handbooks/Highways/Construction/Standard-Specifications/12SpecBook.pdf>
3. THE ABBREVIATION S5WSC SHALL REFER TO THE STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS, 7TH EDITION OR LATEST EDITION
4. S5RB AND S5WSC ARTICLES DEALING WITH METHOD OF MEASUREMENT AND BASIS OF PAYMENT PORTIONS OF REFERENCED STANDARD SPECIFICATIONS SHALL NOT APPLY.
5. WORK SHALL CONFORM TO THE CITY OF DECATUR AND/OR IDOT CONSTRUCTION STANDARDS, THE ILLINOIS ACCESSIBILITY CODE, PROWAG AND STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS.
6. NOTHING CONTAINED HEREIN SHALL RELIEVE ANY CONTRACTOR OF HIS/HER DUTY TO OBSERVE AND COMPLY WITH ALL APPLICABLE LAWS, NOR SHALL THE ENGINEER BE RESPONSIBLE FOR THE CONTRACTOR'S COMPLIANCE OR NONCOMPLIANCE WITH SUCH LAWS.
7. THE TERMS "PLACE", "CONSTRUCT" AND "INSTALL" SHALL BE INTERPRETED TO MEAN, "FURNISH ALL EQUIPMENT, MATERIAL AND LABOR TO COMPLETE THIS WORK".
8. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR CONTRACTOR'S DUTY TO OBSERVE AND COMPLY WITH CLIENT CONTRACT REQUIREMENTS, LOCAL AND STATE REGULATIONS, OR FOR THE CONTRACTOR'S FAILURE TO DO SO.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING UTILITIES DURING AND UNTIL COMPLETION OF THE PROJECT. UTILITIES SHOWN ON THE PLANS WERE LOCATED IN THE FIELD AND/OR LOCATED FROM ARCHIVAL DATA. THESE LOCATIONS ARE CONSIDERED APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATIONS IN THE FIELD. (J.U.L.I.E. 1-800-892-0123)
10. CONTRACTOR SHALL REPAIR ANY DAMAGED UTILITY LINES CAUSED BY HIS/HER ACTIVITIES. ALL WORK REQUIRED TO PERMANENTLY REPAIR THE UTILITY TO THE ENGINEER'S SATISFACTION SHALL BE AT THE CONTRACTOR'S EXPENSE.
11. CONTRACTOR SHALL FIELD VERIFY THE EXISTING STORM AND SANITARY FLOWLINES AT THE PROPOSED CONNECTIONS PRIOR TO PERFORMING ANY SEWER WORK.
12. CONTRACTOR SHALL POTHOLE ALL LOCATIONS WHERE PROPOSED STORM AND/OR SANITARY SEWER ARE TO CROSS EXISTING UTILITIES TO VERIFY THERE WILL NOT BE CONFLICT. IF A CONFLICT IS FOUND THE CONTRACTOR SHALL CONTACT THE ENGINEER.
13. ALL ELEVATIONS ARE BASED ON NAVD 88 DATUM. THE PROPOSED GRADE ELEVATIONS SHOWN ON THE PLAN SHEETS ARE THE ELEVATIONS FOR THE FINISHED SURFACE AT THE INDICATED LOCATIONS.
14. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND/OR APPROVALS REQUIRED TO WORK WITHIN THE PUBLIC RIGHT-OF-WAY. ALL WORK CONDUCTED IN THE PUBLIC RIGHT-OF-WAY SHALL BE CONDUCTED BY A CONTRACTOR LICENSED AND BONDED BY THE CITY OF DECATUR.
15. CONTRACTOR SHALL PROVIDE EROSION CONTROL MEASURES TO MEET ALL REGULATORY REQUIREMENTS AND SWPPP WITHIN THIS PLAN SET. THIS SHALL INCLUDE BUT NOT LIMITED TO INLET PROTECTION, CONCRETE WASHOUT AND CONTROLLING TRACKOUT ON THE SURROUNDING STREETS.
16. AN ENVIRONMENTAL SURVEY WAS NOT PERFORMED AS PART OF THIS DESIGN.
17. ALL ENTRANCES / DRIVEWAYS ARE AT A 90 DEGREE ANGLE TO THE ADJACENT ROADWAY UNLESS OTHERWISE NOTED.
18. ALL TRENCHES WITHIN 2 FEET OF A PAVED SURFACE SHALL BE GRANULAR BACKFILLED, UNLESS IN A RIGHT OF WAY WHEN FLOWABLE FILL SHALL BE USED.
19. WHERE SECTION STONES OR PROPERTY MARKERS ARE ENCOUNTERED, THE ENGINEER SHALL BE NOTIFIED BEFORE SUCH STONES OR MARKERS ARE REMOVED. THE CONTRACTOR SHALL PROTECT AND PRESERVE ALL PROPERTY MARKERS ALONG THE OUTER BOUNDARY UNTIL AN AUTHORIZED SURVEYOR HAS WITNESSED OR REFERENCED THEIR LOCATION.
20. TRAFFIC CONTROL WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND/OR SUBCONTRACTORS AND SHALL BE IN ACCORDANCE WITH IDOT STANDARDS.

SPECIFICATIONS

SANITARY SEWER

THE SANITARY SEWER SHALL BE POLYVINYL CHLORIDE WITH A STANDARD DIMENSION RATIO OF 26. THE JOINTS SHALL BE FLEXIBLE SEALS. THE PVC SEWER PIPE AND JOINTS SHALL BE IN ACCORDANCE WITH SECTION 30-4.04 OF THE STANDARD SPECIFICATIONS FOR WATER MAIN AND SEWER CONSTRUCTION IN ILLINOIS SEVENTH EDITION OR LATEST VERSION.

THE PIPE BEDDING MATERIAL SHALL BE PLACED A MINIMUM OF 4" BELOW THE PIPE AND MINIMUM OF 12" ABOVE THE PIPE AND SHALL BE CLASS II MEETING ASTM D3231 AS DESCRIBED IN SECTION 20-4.05 AND 20-4.06 OF THE STANDARD SPECIFICATIONS FOR WATER MAIN AND SEWER CONSTRUCTION IN ILLINOIS SEVENTH EDITION OR LATEST VERSION.

THE SEPARATION OF WATER MAINS FROM SEWER MAINS SHALL BE IN ACCORDANCE WITH SECTIONS 41-2.01A AND SECTION 41-2.01B OF THE STANDARD SPECIFICATIONS FOR WATER MAIN AND SEWER CONSTRUCTION IN ILLINOIS SEVENTH EDITION OR LATEST VERSION.

THE SANITARY SEWER SHALL BE PLACED IN ACCORDANCE WITH SECTION 31 OF THE STANDARD SPECIFICATIONS FOR WATER MAIN AND SEWER CONSTRUCTION IN ILLINOIS SEVENTH EDITION OR LATEST VERSION AND THE CITY OF DECATUR, ILLINOIS CONSTRUCTION STANDARDS.

THE SANITARY SEWER LEAKAGE TESTING SHALL BE THE AIR TESTING METHOD AS DESCRIBED IN THE SSWSC.

THE SANITARY SEWER DEFLECTION TESTING SHALL BE IN ACCORDANCE WITH SECTION 31-1.13 OF THE STANDARD SPECIFICATIONS FOR WATER MAIN AND SEWER CONSTRUCTION IN ILLINOIS SEVENTH EDITION OR LATEST VERSION, WHICH SHALL INCLUDE THE USE OF A MANDREL.

THE SANITARY SEWER SHALL ALSO BE VIDEO TAPED. TWO COPIES OF THE VIDEO ON DVD OR CD
ALONG WITH THE REPORT MUST BE PROVIDED TO THE ENGINEER PRIOR TO APPROVAL.

SANITARY MANHOLES SHALL BE TESTED FOR WATERTIGHTNESS BY EITHER OF THE FOLLOWING METHODS; ASTM C 969 OR ASTM C 1244.

HOT MIX ASPHALT BINDER COURSE

THE CONTRACTOR SHALL PLACE HOT-MIX ASPHALT BINDER COURSE AT A MINIMUM THICKNESS OF 1.5 INCHES AT THE LOCATIONS AND ELEVATIONS SHOWN ON THE PLANS. THIS WORK SHALL MEET THE REQUIREMENTS OF SECTION 406 OF THE SSRB AND ALL OTHER REFERENCED ARTICLES AND SECTIONS.

HOT-MIX ASPHALT SURFACE COURSE

THE CONTRACTOR SHALL PLACE HOT-MIX ASPHALT SURFACE COURSE, AT A MINIMUM THICKNESS OF 1.5 INCHES AT THE LOCATIONS AND ELEVATIONS SHOWN ON THE PLANS. THIS WORK SHALL MEET THE REQUIREMENTS OF SECTION 406 OF THE SSRB AND ALL OTHER REFERENCED ARTICLES AND SECTIONS.

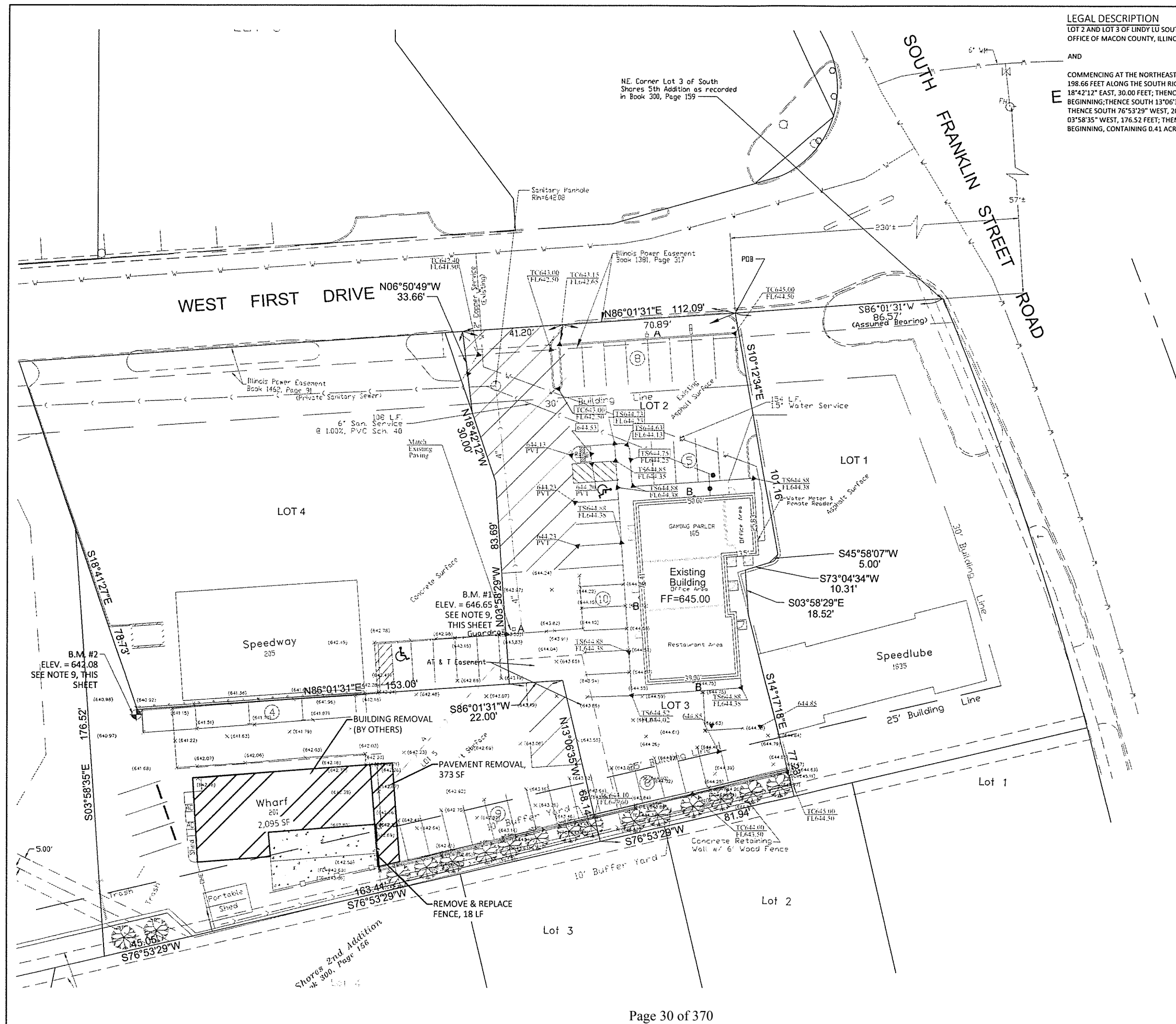
BITUMINOUS MATERIALS (PRIME COAT)

THE CONTRACTOR SHALL PLACE BITUMINOUS MATERIALS (PRIME COAT) AT AN APPLICATION RATE OF 0.40 GAL/SY PRIOR TO PLACING THE BINDER COURSE AND AN APPLICATION RATE OF 0.05 GAL/SY PRIOR TO PLACING THE SURFACE COURSE. THE BITUMINOUS MATERIALS (PRIME COAT) SHALL MEET THE REQUIREMENTS OF ARTICLE 406.05 OF THE SSRB AND ALL OTHER REFERENCED ARTICLES AND SECTIONS.

REMOVING EXISTING MANHOLE

THE CONTRACTOR SHALL REMOVE THE EXISTING MANHOLES WHERE INDICATED IN THE PLANS. THIS WORK SHALL MEET THE REQUIREMENTS OF SECTION 605 OF THE SSRB AND ALL OTHER REFERENCED ARTICLES AND SECTIONS.

 GENERAL NOTES/SPEC PLANNED DEVELOPMENT 201 W. FIRST DRIVE DR. DECATUR, IL	CHASTAIN & ASSOCIATES LLC CONSULTING ENGINEERS 5 N. COUNTRY CLUB RD DECATUR, IL 62521 PHONE: 217-422-8544 FAX: 217-422-0398 WWW.HLCLLP.COM										PROJECT NO.	6481	BY DATE		REVISION/ISSUED	
	FIELD BOOK NO.	512														
	START DATE	APRIL 18, 2016														
	DRAWN BY	JNO														
	CHECKED BY	M/C														
	C&A REF. NO.	N/A														
	P&C REF. NO.	12141, 12032														
	TITLE LOCATION	1 VOTI TOPERS MARK ALLEN														



LEGAL DESCRIPTION
LOT 2 AND LOT 3 OF LINDY LOU SOUTH ADDITION, AS PER PLAT RECORDED IN BOOK 5000, PAGE 173 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

AND

COMMENCING AT THE NORTHEAST CORNER OF LOT 3, SOUTH SHORES 5TH ADDITION; THENCE SOUTH 86°01'31" WEST (ASSUMED BEARING), 198.66 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF WEST 1ST DRIVE; THENCE SOUTH 06°50'49" EAST, 33.66 FEET; THENCE SOUTH 18°42'12" EAST, 30.00 FEET; THENCE SOUTH 03°58'29" EAST, 83.69 FEET; THENCE NORTH 86°01'31" EAST, 22.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 13°06'35" EAST, 68.14 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3 OF SOUTH SHORES 5TH ADDITION; THENCE SOUTH 76°53'29" WEST, 208.46 FEET ALONG SAID SOUTH LINE OF LOT 3 OF SOUTH SHORES 5TH ADDITION; THENCE NORTH 03°58'35" WEST, 176.52 FEET; THENCE SOUTH 18°41'27" EAST, 78.73 FEET; THENCE NORTH 86°01'31" EAST, 175.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.41 ACRES MORE OR LESS.

- NOTES:**
1. SITE ACREAGE: 0.886 AC.
 2. PROPERTY ZONING: B-3
SECTION: XIII
PROPOSED USE(S): RESTAURANT
 3. ***NO PART OF THE SUBJECT PROPERTY IS LOCATED WITHIN THE 100
YEAR FLOODPLAIN.*** SEE SITE PLAN NOTE 19.
 4. CONTRACTOR SHALL REFERENCE GENERAL NOTES AND SPECIFICATIONS
SHEET FOR REMOVAL SPECIFICATIONS.
 5. ALL PAVEMENT AND SIDEWALKS SHALL BE SAWCUT THE FULL DEPTH
PRIOR TO REMOVAL.
 6. CONTRACTOR SHALL SAWCUT PAVEMENT AND SIDEWALK AT THE
PROPOSED DIMENSION OR NEXT FURTHEST JOINT IF SAID JOINT IS LESS
THAN 2 FEET AWAY.
 7. CONTRACTOR SHALL COORDINATE ALL UTILITY REMOVALS WITH THE
AFFECTED UTILITY PROVIDER PRIOR TO PERFORMING WORK.
 8. CONTRACTOR SHALL SECURE THE SITE WITH ALL NECESSARY BMP'S PRIOR
TO PERFORMING DEMOLITION/REMOVAL WORK ON THE SITE.
 9. BENCHMARK DATA:

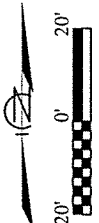
BM #1: CHISELED SQUARE ON LIGHTPOLE FOUNDATION EAST OF
SPEEDWAY BUILDING

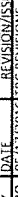
BM #2: RAILROAD SPIKE IN S.E. FACE OF POWER POLE W/ TRANSFORMER
@ N.W. CORNER OF WHARF BUILDING & S.W. CORNER OF
SPEEDWAY BUILDING.

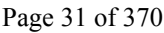
TOPO LEGEND	
	EXISTING CABLE LINE
	EXISTING TELEPHONE LINE
	EXISTING ELECTRICAL LINE
	EXISTING STORM SEWER
	EXISTING SANITARY SEWER
	EXISTING WATER LINE
	EXISTING FIRE HYDRANT
	EXISTING CURB & GUTTER
	EXISTING SIDEWALK
	EXISTING CONTOUR
	EXISTING MANHOLE
	EXISTING LIGHT POLE
	PIN FOUND
	EXISTING ELEVATION

REMOVAL LEGEND

	SINGLE REMOVAL ITEM
	LINEAR REMOVAL ITEM
	PAVEMENT REMOVAL
	BUILDING REMOVAL



 TOPO / REMOVAL PLAN PLANNED DEVELOPMENT 201 W. FIRST DRIVE DR. DECATUR, IL	sheet no.	project no.	5 N. COUNTRY CLUB RD DECATUR, IL 62521 PHONE: 217-422-8544 FAX: 217-422-0398 WWW.HLCLLP.COM										PROJECT NO. 6481		FIELD BOOK NO. 512		START DATE APRIL 18, 2016		DRAWN BY JNO		CHECKED BY MEC		C&A REF. NO. N/A		PWC REF. NO. 17141, 12032		FILE LOCATION I:\PROJECTS\WANK\ALL EN		BY DATE		REVISION/ISSUED	
	C-3	6481																														



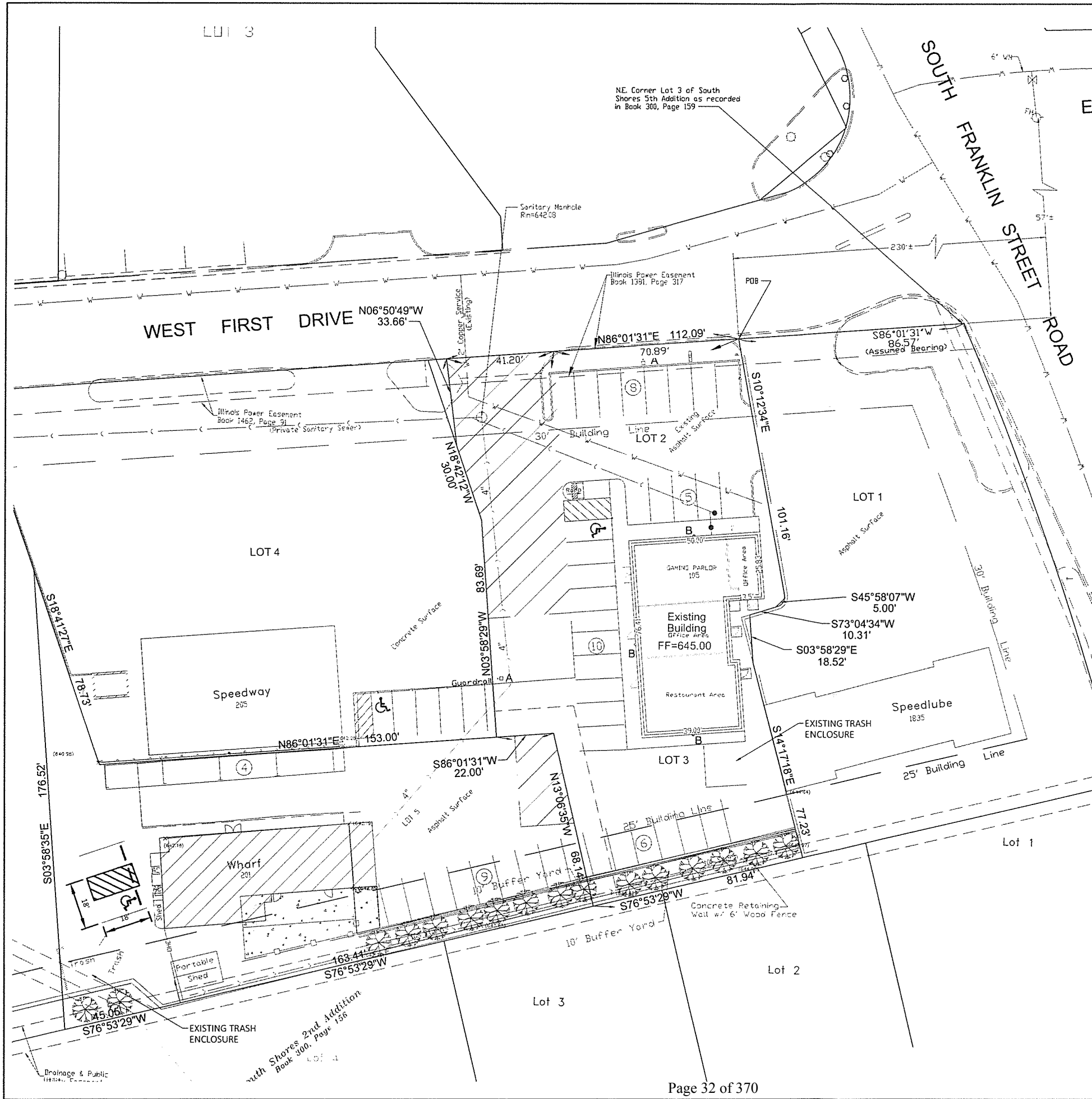
AND

COMMENCING AT THE NORTHEAST CORNER OF LOT 3, SOUTH SHORES 5TH ADDITION; THENCE SOUTH 86°01'31" WEST (ASSUMED BEARING), 198.66 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF WEST 1ST DRIVE; THENCE SOUTH 06°50'49" EAST, 33.66 FEET; THENCE SOUTH 18°42'12" EAST, 30.00 FEET; THENCE SOUTH 03°58'29" EAST, 83.69 FEET; THENCE NORTH 86°01'31" EAST, 22.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 13°06'35" EAST, 68.14 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3 OF SOUTH SHORES 5TH ADDITION; THENCE SOUTH 76°53'29" WEST, 208.46 FEET ALONG SAID SOUTH LINE OF LOT 3 OF SOUTH SHORES 5TH ADDITION; THENCE NORTH 03°58'35" WEST, 176.52 FEET; THENCE SOUTH 88°41'27" EAST, 78.73 FEET; THENCE NORTH 86°01'31" EAST, 175.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.41 ACRES MORE OR LESS.

1. SITE ACREAGE: 0.886 AC.
2. PROPERTY ZONING: B-3 PLANNED SHOPPING, SECTION XIII
3. CONSTRUCTION TYPE: V-B
OCCUPANCY TYPE: RESTAURANT
4. PARKING REQUIREMENTS:
 - A. WHARF - 1 SPACE PER 100 SF = $2,437 / 100 = 24$ SPACES
 - B. LINDY LU'S - 1 SPACE PER 100 SF = $933 / 100 = 9$ SPACES
 - C. LU LU'S: RESTAURANT - 1 SPACE PER 100 SF = $1,159 / 100 = 12$ SPACESOFFICE - 1 SPACE PER 300 SF = $1,108 / 300 = 4$ SPACES

5. BUILDING ADDITION: 342 SF
6. NO NEW SIGNAGE PROPOSED.
7. CONTRACTOR SHALL REFERENCE GENERAL NOTES AND SPECIFICATIONS SHEET FOR NOTES AND SPECIFICATIONS RELATING TO PAVEMENT, SIDEWALKS, CURB & GUTTER, AND PAVEMENT STRIPING.
8. ALL EARTHWORK, PAVING MATERIALS, AND ASSOCIATED WORK TO BE DONE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) LATEST STANDARD SPECIFICATIONS, ALL OTHER ITEMS TO BE DONE IN ACCORDANCE WITH CITY OF DECATUR CONSTRUCTION STANDARDS.
9. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS TO WORK IN PUBLIC RIGHT-OF-WAY. ALL WORK IN PUBLIC RIGHT-OF-WAY MUST BE DONE BY A CONTRACTOR WHO IS LICENSED AND BONDED BY THE CITY OF DECATUR. THE APPROVAL OF THE SITE PLAN DOES NOT CONSTITUTE THE APPROVAL FOR THE CONTRACTOR TO DO WORK IN THE PUBLIC RIGHT-OF-WAY WITHOUT SUD PERMITS.
10. CONTRACTOR SHALL REFERENCE SITE LIGHTING SHEET C-7 FOR INFORMATION RELATING TO SITE LIGHTING AND SITE PHOTOMETRICS.
11. DIMENSIONS FOR RADII ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
12. ALL OTHER DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
13. ALL CUTS IN EXISTING ASPHALT, CONCRETE OR CURB SHALL BE SAW CUT.
14. TOTAL LAND DISTURBED = < 1 AC. **NO LAND DISTURBANCE PERMIT REQUIRED.**
15. ALL TRENCHES WITHIN 2 FEET OF PAVED SURFACE SHALL BE GRANULAR BACKFILL WITH MATERIAL, UNLESS IN RIGHT OF WAY THEN USE FLOWABLE FILL.
16. ALL PAVEMENT MARKINGS SHALL BE PAINT PAVEMENT MARKING.
17. ALL PARKING SPACE STRIPING SHALL BE PAINT PAVEMENT MARKING, 4" LINE.
18. ALL CURB & GUTTER SHALL BE CONSTRUCTED WITH A REVERSE FLAG, UNLESS NOTED AS A STANDARD CURB & GUTTER.
19. PARKING AND DRIVEWAY AREAS TO BE CONSTRUCTED OF 8" STONE AND 3" ASPHALT OR 6" P.C.C. PAVEMENT.
20. PROPERTY IS LOCATED IN AREAS OF MINIMAL FLOODING, AS PER FEMA MAP PANEL NO. 1704290305D ISSUED FOR THE CITY OF DECATUR, MACON COUNTY, ILLINOIS. EFFECTIVE DATE JUNE 16, 2011. (171150305D)
21. STORM DETENTION - NONE REQUIRED: NO CHANGE IN IMPERVIOUS SURFACE.

	CHASTAIN & ASSOCIATES LLC CONSULTING ENGINEERS		5 N. COUNTRY CLUB RD DECATUR, IL 62521 PHONE: 217-422-8544 FAX: 217-422-0398 WWW.HILCLLP.COM					
	CHASTAIN & ASSOCIATES LLC CONSULTING ENGINEERS		5 N. COUNTRY CLUB RD DECATUR, IL 62521 PHONE: 217-422-8544 FAX: 217-422-0398 WWW.HILCLLP.COM					
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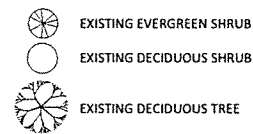
LEGAL DESCRIPTION
LOT 2 AND LOT 3 OF LINDY LU SOUTH ADDITION, AS PER PLAT RECORDED IN BOOK 5000, PAGE 173 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

AND

COMMENCING AT THE NORTHEAST CORNER OF LOT 3, SOUTH SHORES 5TH ADDITION; THENCE SOUTH 86°01'31" WEST (ASSUMED BEARING), 198.66 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF WEST 1ST DRIVE; THENCE SOUTH 06°50'49" EAST, 33.66 FEET; THENCE SOUTH 18°42'12" EAST, 30.00 FEET; THENCE SOUTH 03°58'29" EAST, 83.69 FEET; THENCE NORTH 86°01'31" EAST, 22.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 13°06'35" EAST, 68.14 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3 OF SOUTH SHORES 5TH ADDITION; THENCE SOUTH 76°53'29" WEST, 208.46 FEET ALONG SAID SOUTH LINE OF LOT 3 OF SOUTH SHORES 5TH ADDITION; THENCE NORTH 03°58'35" WEST, 176.52 FEET; THENCE SOUTH 18°41'27" EAST, 78.73 FEET; THENCE NORTH 86°01'31" EAST, 175.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.41 ACRES MORE OR LESS.

EXISTING PLANT LIST					
QUANTITY	COMMON NAME	INSTALL SIZE	MATURE HT./SPREAD	POINT VALUE	TOTAL POINTS
17	LACEBARK ELM	3"	40'/30'	18	306
104	WINTERGREEN BOXWOOD	24"	4'/4'	3	312
82	DOUBLE RED KNOCKOUT ROSE	24"	4'/4'	2	164
TOTAL LANDSCAPING POINTS PROVIDED					782

LEGEND



INSTALLATION NOTES

- TREES -
 - SHADE TREES SHALL BE A MINIMUM OF 2" CALIPER AT TIME OF INSTALLATION.
 - PINE TREES SHALL BE A MINIMUM OF 6' HEIGHT AT TIME OF INSTALLATION.
- SHRUBS -
 - ALL SHRUBS SHALL BE A MINIMUM OF 24" HEIGHT OR SPREAD AT TIME OF INSTALLATION.

LANDSCAPING NOTES

REQUIRED LANDSCAPING: PROPERTY ZONED = B-3

WHARF (EXISTING):

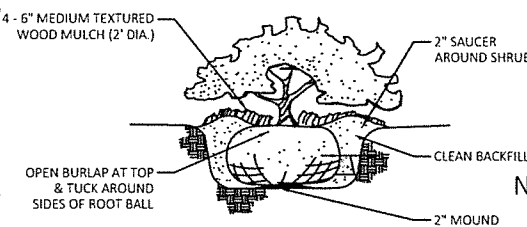
- BUFFER YARD = 208.46 LF LANDSCAPE FRONTAGE
 - TOTAL POINTS REQUIRED = 208.46 LF X 1.5 = 313
 - TREE POINTS REQUIRED = 157
 - SHRUB POINTS REQUIRED = 157
- TOTAL POINTS PROVIDED = 321
 - 9 SHADE TREES AT 18 POINTS = 162
 - 37 EVERGREEN SHRUBS AT 3 POINTS = 111
 - 24 DECIDUOUS SHRUBS AT 2 POINTS = 48
- PARKING LOT = 9 SPACES (ALTERNATIVE COMPLIANCE)
 - TOTAL POINTS REQUIRED = 9 SPACES X 1.5 X 120% = 17
 - SHADE TREE POINTS REQUIRED = 9
 - SHRUB POINTS REQUIRED = 9
- TOTAL POINTS PROVIDED = 27
 - 1 SHADE TREES AT 18 POINTS = 18
 - 3 EVERGREEN SHRUBS AT 3 POINTS = 9

LINDY LU'S & LU LU'S (EXISTING):

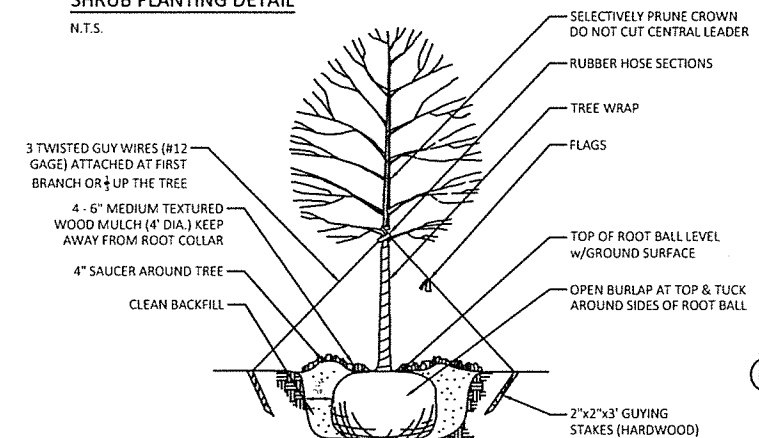
- BUFFER YARD = 81.94 LF LANDSCAPE BUFFER
 - TOTAL POINTS REQUIRED = 81.94 LF X 1.5 = 123
 - TREE POINTS REQUIRED = 62
 - SHRUB POINTS REQUIRED = 62
- TOTAL POINTS PROVIDED = 223
 - 5 SHADE TREES AT 18 POINTS = 90
 - 31 EVERGREEN SHRUBS AT 3 POINTS = 93
 - 20 DECIDUOUS SHRUBS AT 2 POINTS = 40
- PARKING LOT = 29 SPACES (ALTERNATIVE COMPLIANCE)
 - TOTAL POINTS REQUIRED = 29 SPACES X 1.5 X 120% = 53
 - SHADE TREE POINTS REQUIRED = 27
 - SHRUB POINTS REQUIRED = 27
- TOTAL POINTS PROVIDED = 108
 - 2 SHADE TREES AT 18 POINTS = 36
 - 16 EVERGREEN SHRUBS AT 3 POINTS = 48
 - 12 DECIDUOUS SHRUBS AT 2 POINTS = 24
- FRONT YARD = 112.09 LF LANDSCAPE FRONTAGE (ALTERNATIVE COMPLIANCE)
 - TOTAL POINTS REQUIRED = 112.09 LF X 0.5 X 120% = 68
 - TREE POINTS REQUIRED = 00
 - SHRUB POINTS REQUIRED = 69
- TOTAL POINTS PROVIDED = 103
 - 27 EVERGREEN SHRUBS AT 3 POINTS = 81
 - 11 DECIDUOUS SHRUBS AT 2 POINTS = 22

FRONT YARD REQUIRED LANDSCAPE PER AMEREN REQUEST, APPROVED BY DEPARTMENT OF PLANNING AND BUILDING SERVICES.

NO NEW LANDSCAPING REQUIRED

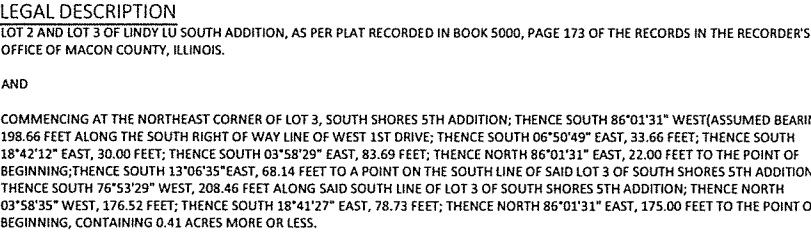


SHRUB PLANTING DETAIL
N.T.S.



TREE PLANTING DETAIL
N.T.S.

PROJECT NO.	6081	BY	DATE	REVISIONS
FIELD BOOK NO.	512	DATE	05/17/2016	REVISIONS
START DATE	APRIL 18, 2016	BY		
DRAWN BY	JNO	DATE		
CHECKED BY	MEC	DATE		
C&A REF. NO.	N/A	DATE		
PWC REF. NO.	17141, 12032	DATE		
FILE LOCATION	K:\PROJECTS\RESMARK\ALLEN			
S. N. COUNTRY CLUB RD DECATUR, IL 62521 PHONE: 217-425-8544 FAX: 217-422-0308 WWW.HICLLP.COM				
CHASTAIN & ASSOCIATES LLC CONSULTING ENGINEERS				
STATE OF ILLINOIS MARY E. CAVE 062-060331 PROFESSIONAL ENGINEER EXP. 11/30/17				
LANDSCAPE PLAN PLANNED DEVELOPMENT 201 W. FIRST DRIVE DR. DECATUR, IL				
sheet no. C-5 project no. 6481				

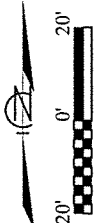


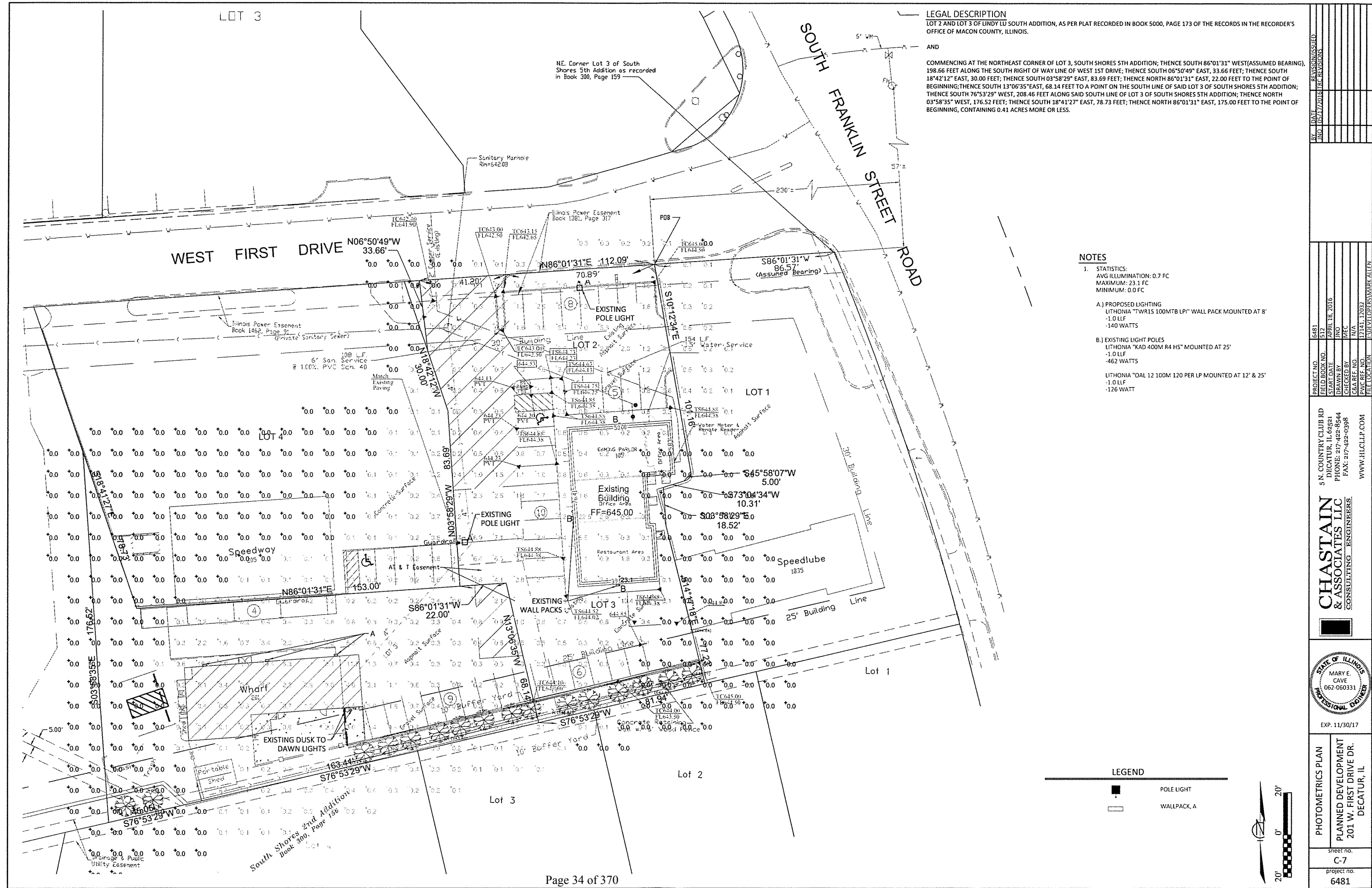
1. SITE ACREAGE: 0.886 AC
2. FIRE FLOW REQUIRED FOR TYPE V-B CONSTRUCTION TYPE, 2380 SF BUILDING PER 1500 GPM. MINIMUM NUMBER OF HYDRANTS = 1 @ 250 FT MAX. DISTANCE.
3. CONTRACTOR SHALL REFERENCE GENERAL NOTES AND SPECIFICATIONS SHEET FOR NOTES AND SPECIFICATIONS RELATING TO SANITARY SEWER AND OTHER UTILITY RELATED CONSTRUCTION.
4. CONTRACTOR SHALL REFERENCE TOPO PLAN FOR BENCHMARK DATA.
5. LENGTH OF SANITARY SEWER IS FROM THE CENTER OF STRUCTURE TO CENTER OF STRUCTURE AND INCLUDES ALL FITTINGS, TEES, OR WYE'S.
6. CLEANOUTS SHALL BE INSTALLED ON ALL DRAIN LINES WITHIN 5 FT OF THE BUILDING OR IN CHANGES OF DIRECTION GREATER THAN 45 DEGREES. WHERE TEE'S AND WYE'S ARE USED THE CLEANOUT SHALL BE PLACED UPSTREAM OF THE PROPOSED FITTING.
7. CONTRACTOR SHALL REFERENCE THE MEP PLANS FOR ALL PROPOSED UTILITIES ENTERING/LEAVING THE BUILDING PRIOR TO THEIR INSTALLATION OUTSIDE OF BUILDING, TO VERIFY REVISIONS HAVE NOT BEEN COMPLETED SINCE FINAL COORDINATION OF UTILITIES.
8. CONTRACTOR SHALL COORDINATE ALL UTILITY CONNECTIONS WITH THE APPROPRIATE UTILITY PROVIDER.
9. ALL EARTHWORK, PAVING MATERIALS, SANITARY SEWER MATERIALS AND ASSOCIATED WORK TO BE DONE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) LATEST STANDARD SPECIFICATIONS. ALL OTHER ITEMS TO BE DONE IN ACCORDANCE WITH CITY OF DECATUR CONSTRUCTION STANDARDS.
10. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS TO WORK IN PUBLIC RIGHT-OF-WAY. ALL WORK IN PUBLIC RIGHT-OF-WAY MUST BE DONE BY A CONTRACTOR WHO IS LICENSED AND BONDED BY THE CITY OF DECATUR. THE APPROVAL OF THE SITE PLAN DOES NOT CONSTITUTE THE APPROVAL FOR THE CONTRACTOR TO DO WORK IN THE PUBLIC RIGHT-OF-WAY WITHOUT SAID PERMITS.
11. NO NEW SANITARY SEWER SERVICE AT THIS TIME. ANY FUTURE SANITARY SERVICE SHALL REQUIRE PROPER PERMITTING IN ACCORDANCE WITH THE CITY OF DECATUR.
12. STORM DETENTION - NONE REQUIRED: NO CHANGE IN IMPERVIOUS SURFACE.
13. TOTAL SITE DISTURBANCE IS LESS THAN 1 AC. THEREFORE A LAND DISTURBANCE PERMIT IS NOT REQUIRED. EROSION CONTROL SHALL STILL BE FURNISHED.
14. NO NEW WATER SERVICE AT THIS TIME. EXISTING WATER SERVICE IS 1 1/2 INCH.

	EXISTING STORM SEWER
	EXISTING SANITARY SEWER
	EXISTING WATER LINE
	EXISTING TELEPHONE LINE
	EXISTING FIRE HYDRANT
	EXISTING GAS LINE
	PROPOSED ELECTRIC
	PROPOSED STORM SEWER
	PROPOSED SANITARY SEWER
	PROPOSED WATER LINE
	PROPOSED GAS LINE
	PROPOSED AERIAL ELECTRIC
	PROPOSED POWER POLE
	PROPOSED MANHOLE
	PROPOSED INLET

	INLET / PIPE PROTECTION
	PERIMETER EROSION CONTROL
	CONCRETE WASHOUT

1.	INSTALL SEDIMENT & EROSION CONTROL MEASURES
2.	TOPSOIL / PAVEMENT REMOVAL
3.	ROUGH GRADING, BUILDING PAD CONSTRUCTION
4.	UNDERGROUND UTILITY INSTALL
5.	FINE GRADING
6.	PAVEMENT CONSTRUCTION
7.	LANDSCAPE & SITE STABILIZATION
8.	REMOVAL OF SEDIMENT & EROSION CONTROL

[illegible]



LEGAL DESCRIPTION
LOT 2 AND LOT 3 OF LINDY LU SOUTH ADDITION, AS PER PLAT RECORDED IN BOOK 5000, PAGE 173 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

AND

COMMENCING AT THE NORTHEAST CORNER OF LOT 3, SOUTH SHORES 5TH ADDITION; THENCE SOUTH 86°01'31" WEST (ASSUMED BEARING), 198.66 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF WEST 1ST DRIVE; THENCE SOUTH 06°50'49" EAST, 33.66 FEET; THENCE SOUTH 18°42'12" EAST, 30.00 FEET; THENCE SOUTH 03°58'29" EAST, 83.69 FEET; THENCE NORTH 86°01'31" EAST, 22.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 13°06'35" EAST, 68.14 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3 OF SOUTH SHORES 5TH ADDITION; THENCE SOUTH 76°53'29" WEST, 208.46 FEET ALONG SAID SOUTH LINE OF LOT 3 OF SOUTH SHORES 5TH ADDITION; THENCE NORTH 03°58'35" WEST, 176.52 FEET; THENCE SOUTH 18°41'27" EAST, 78.73 FEET; THENCE NORTH 86°01'31" EAST, 175.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.41 ACRES MORE OR LESS.

- NOTES**
1. STATISTICS:
AVG ILLUMINATION: 0.7 FC
MAXIMUM: 23.1 FC
MINIMUM: 0.0 FC
 - A.) PROPOSED LIGHTING
LITHONIA "TWR15 100MTB LP" WALL PACK MOUNTED AT 8'
-1.0 LLF
-140 WATTS
 - B.) EXISTING LIGHT POLES
LITHONIA "KAD 400M R4 H5" MOUNTED AT 25'
-1.0 LLF
-462 WATTS
 - LITHONIA "DAL 12 100M 120 PER LP MOUNTED AT 12' & 25'
-1.0 LLF
-126 WATT

PROJECT NO.	6481	PROJECT NAME	5 N. COUNTRY CLUB RD DECATUR, IL 62521
FIELD BOOK NO.	512	START DATE	APRIL 18, 2016
DRAWN BY	JNO	CHECKED BY	JNO
C&A REF. NO.	N/A	FILE LOCATION	10141, 12032
PWC REF. NO.		DEVELOPER/OWNER	MARK ATTN

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

MARY E. CAVE
062-060331
PROFESSIONAL ENGINEER

EXP. 11/30/17

PHOTOMETRICS PLAN
PLANNED DEVELOPMENT
201 W. FIRST DRIVE DR.
DECATUR, IL

SHEET NO.
C-7

PROJECT NO.
6481



City of Decatur, Illinois

PETITION FOR REZONING

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

Economic and Urban Development Department

One Gary K. Anderson Plaza

Decatur, Illinois 62523-1196

424-2793

FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	Lindy Lu LLC c/o Mark Allen				
Address	924 E. Eldorado				
City	Decatur	State	IL	Zip	62521
Telephone	217-620-4183	Fax		E-mail	lindylu58@aol.com
Property Owner	Lindy Lu LLC c/o Mark Allen				
Address	924 E. Eldorado				
City	Decatur	State	IL	Zip	62521
Telephone	217-620-4183	Fax		E-mail	lindylu58@aol.com
Representative	Chastain & Associates - Mary Cave				
Address	5 N Country Club Road				
City	Decatur	State	IL	Zip	62521
Telephone	217-429-8800	Fax		E-mail	mcave@hlcllp.com

SECTION TWO: SITE INFORMATION

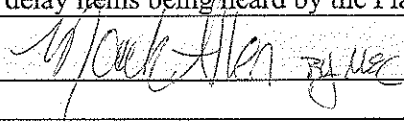
Street Address	201 W. First Drive Decatur, IL 62521				
Legal Description	See Attached.				
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6
	☐ B-1	☐ B-2	☒ B-3	☐ B-4	☐ O-1
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1	
Is this property a Planned Unit Development?					
☐ YES Approval Date: _____					
☒ NO					
Please list all improvements on the site:					
Size of Tract	0.886	☐ SF	☒ AC	Earthwork, building expansion, pavement, sanitary service	

SECTION THREE: REQUESTED ACTION

Rezoned Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development?
	☐ B-1	☐ B-2	☒ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Other:						

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
This request is to rezone the current two B-3 lots to three B-3 lots. There will be an expansion to the existing Wharf building.	

SECTION FOUR: JUSTIFICATION	
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):	
The Wharf is expanding its building to the east to accommodate additional rest room space. The existing building is being removed and the floor is remaining.	
The site will be constructed to meet all City of Decatur standards and ordinances.	

SECTION FIVE: CERTIFICATION			
		To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.	
Petitioner's Signature		Date	5/5/14

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

OFFICE USE ONLY	
Date Filed	
By	

SECTION TWO

LEGAL DESCRIPTION

Lot Two (2) and Three (3) of Lindy Lu South Addition as recorded in Book 5000, Page 173 of the records in the Recorder's Office of Macon County, Illinois.

AND

A part of Lot Three (3) of South Shores 5th Addition to the City of Decatur, as per plat recorded in Book 300, Page 159 of the Records in the Recorder's Office of Macon County, Illinois, said part more particularly described as follows:

Commencing at the northeast corner of Lot Three (3), South Shores 5th Addition; thence South 86° 01' 31" West (Assumed Bearing), 198.66 feet along the South Right of Way line of West 1st Drive; thence South 06° 50' 49" East, 33.66 feet; thence South 18° 42' 12" East, 30 feet; thence South 03° 58' 29" East, 83.69 feet; thence North 86° 01' 31" East, 22.00 feet to the Point of Beginning; thence South 13° 06' 35" East, 68.14 feet to a point on the South line of said Lot Three (3) of South Shores 5th Addition; thence South 76° 53' 29" West, 208.46 feet along said South line of Lot Three (3) of South Shores 5th Addition; thence North 03° 58' 35" West, 176.52 feet; thence South 18° 41' 27" East, 78.73 feet; thence North 86° 01' 31" East, 175.00 feet to the Point of Beginning, containing 0.41 acres more or less.

Decatur City Plan Commission

201 West 1st Drive



Cal. No.: 16-16
Date: June 2, 2016
Petition of: Lindy Lu LLC
Requested Action: Amend B-3 District

0 250 500
Feet



Legend

- Decatur Roads
-  subject site
-  Decatur Parcel data
-  Decatur Zoning

STAFF REPORT
Decatur City Plan Commission

COMMON NAME: The Wharf-201 West 1st Drive

GENERAL INFORMATION

Hearing Date June 2, 2016
Calendar No. 16-16
Property Location 201 West 1st Drive
Requested Action Amend the B-3 Planned Shopping Center District
Petitioner Lindy Lu LLC
Representative Chastain & Associates-Mary Cave

LAND USE AND ZONING

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

BACKGROUND

1. The subject site is developed with 2 commercial structures and is approximately 38,600 square feet. It is currently zoned B-3 Planned Shopping Center District and has been zoned as such since 1963. There have been many amendments to the original B-3 since its creation with the most recent amendments being in 2013.
2. In June of 2013, the City Council approved an amendment that allowed for the construction of a 3200 square foot commercial structure on two (2) zero lot line buildings that would share a common wall. The amendment allowed for 2,267 square feet of office space and 933 square feet for a bar/cocktail lounge.
3. The last amendment was approved by the City Council in July 2013 which allowed for the addition of 1,159 square feet of restaurant space and a decrease in the office space by the same amount in the previously approved 3,200 square foot commercial structure.

PROJECT DESCRIPTION

1. The petitioner proposes to amend the B-3 Planned Shopping Center District to allow for the demolition and reconstruction of The Wharf restaurant. The new structure will be 2,437 square feet which will be 342 square feet larger than the existing structure. The expansion to the original footprint of the structure will accommodate new restrooms and allow for a reconfiguration of the restaurant.
2. The parking requirements for the proposed structure that will house The Wharf and the remaining commercial structure require a total of 49 parking spaces. The amendment includes 44 spaces.

3. The landscaping is existing and meets the requirements of the Zoning Ordinance.

STAFF ANALYSIS

1. This unique area has functioned for years with commercial buildings and their parking lots. The proposed reduced parking should not create an adverse effect on the neighboring properties or the City as a whole.
2. The proposed amendment to the B-3 is consistent with the character of the surrounding neighborhood and general area. Properties to the north, east and west are also B-3 developments and have been developed commercially.
3. The B-3 is consistent with the intent of the previously approved B-3 amendment and the Comprehensive Plan.
4. The B-3 plan has been reviewed and approved by the City's Technical Review Committee, Planning, Engineering and Fire.

STAFF RECOMMENDATION

1. Staff recommends approval of the B-3 amendment with the following condition:
 - a. Final site, landscaping and lighting plans shall be submitted to and approved by the Department of Planning and Building Services, Public Works Department and the Fire Department prior to building permits being released.

PLAN COMMISSION ACTION

1. Section According to Section XIII.F. of the City of Decatur Zoning Ordinance, the Plan Commission shall review the petition at a public hearing and will make findings concerning the consistency of the petition with the Comprehensive Plan, the Zoning Ordinance and other land development regulations. Based on the findings, the Plan Commission will make a recommendation to the City Council. A motion to forward Calendar Number 16-16 to the City Council with a recommendation for approval is suggested.

The above report constitutes the testimony and recommendation of the Planning and Sustainability Division, Department of Planning and Building Services, City of Decatur.

Suzan Stickle
Senior Planner

ATTACHMENTS

1. Petition
2. Location Map

Excerpts from Plan Commission Meeting of June 2, 2016:

Cal. No. 16-16

Petition of LINDY LU LLC, to amend the B-3
Planned Shopping Center District at 201 WEST 1st
DRIVE.

Ms. Stickle presented the recommendation of staff:

The subject site is developed with two (2) commercial structures and is approximately 38,600 square feet. It is currently zoned B-3 Planned Shopping Center District and has been zoned as such since 1963. There have been many amendments to the original B-3 since its creation with the most recent amendments being in 2013.

In June of 2013, the City Council approved an amendment that allowed for the construction of a 3,200 square foot commercial structure designed with two (2) zero lot line buildings that would share a common wall. The amendment allowed for 2,267 square feet of office space and 933 square feet for a bar/cocktail lounge.

The last amendment was approved by the City Council in July 2013 which allowed for the addition of 1,159 square feet of restaurant space and a decrease in the office space by the same amount in the previously approved 3,200 square foot commercial structure.

The petitioner proposes to amend the B-3 Planned Shopping Center District to allow for the demolition and reconstruction of The Wharf restaurant. The new structure will be 2,437 square feet which will be 342 square feet larger than the existing structure. The expansion to the original footprint of the structure will accommodate new restrooms and allow for a reconfiguration of the restaurant.

The parking requirements for the proposed structure that will house The Wharf and the remaining commercial structure require a total of 49 parking spaces. The amendment includes 44 spaces.

The landscaping is existing and meets the requirements of the Zoning Ordinance.

This unique area has functioned for years with commercial buildings and their parking lots. The proposed reduced parking should not create an adverse effect on the neighboring properties or the City as a whole.

The proposed amendment to the B-3 is consistent with the character of the surrounding neighborhood and general area. Properties to the north, east and west are also B-3 developments and have been developed commercially.

The proposed amendment to the B-3 is consistent with the intent of the previously approved B-3 amendment and the Comprehensive Plan.

The B-3 amendment has been reviewed and approved by the City's Technical Review Committee, Planning, Engineering and Fire.

Staff recommends approval of the B-3 amendment with the following condition:

1. Final site, landscaping and lighting plans shall be submitted to and approved by the Department of Planning and Building Services, Public Works Department and the Fire Department prior to building permits being released.

Excerpts from Plan Commission Meeting of June 2, 2016 continued:

According to Section XIII.F. of the City of Decatur Zoning Ordinance, the Plan Commission shall review the petition at a public hearing and will make findings concerning the consistency of the petition with the Comprehensive Plan, the Zoning Ordinance and other land development regulations. Based on the findings, the Plan Commission will make a recommendation to the City Council. A motion to forward Calendar Number 16-16 to the City Council with a recommendation for approval is suggested.

Mrs. Mary Cave, representative, was sworn in by Mrs. Poland.

Mrs. Cave stated the petitioner is requesting to amend the B-3 Planned Shopping Center District to allow for the demolition and reconstruction of The Wharf restaurant. The new structure will have nine (9) more additional feet on the east end than the existing structure to accommodate new restrooms and increase the space in the kitchen area.

Mr. Kent Newton asked if any of the additional space will be for additional capacity.

Mrs. Cave said the intent is only to increase the size of the restrooms and kitchen area.

There were no objectors present.

It was moved and seconded (Smith/Harris) to forward Calendar No. 16-16 to the City Council with a recommendation for approval. Motion carried unanimously.

Development Services

DATE: 6/10/2016

MEMO: No. 16-24

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Suzan Stickle, Senior Planner

SUBJECT:

Rezone 2721 North 22nd Street from B-1 Neighborhood Shopping District to B-2 Commercial District

SUMMARY RECOMMENDATION:

Staff recommends approval of the rezoning to B-2 Commercial District. The City Plan Commission voted 7-0 to recommend approval of this petition at the June 2, 2016 meeting; the minutes of the meeting are attached.

BACKGROUND:

The subject site located at 2721 North 22nd Street is currently zoned B-1 Neighborhood Shopping District and consists of approximately 8,500 square feet.

The site has a small two story commercial structure as well as a parking lot.

The petitioner proposes to rezone from B-1 Neighborhood Shopping District to B-2 Commercial District that would allow for all those uses permitted in the B-2 District.

Rezoning the site from B-1 Neighborhood Shopping District to B-2 Commercial District should not create any adverse effects on the adjacent properties or the City as a whole as the uses on the adjacent properties are compatible with the permitted uses of the B-2 Commercial District.

The adjacent zoning includes B-1 Neighborhood Shopping District to the south and west and M-2 Heavy Industrial District to the north and east. Though not immediately adjacent, there is also considerable B-2 zoning in the near west and south. The B-2 Commercial District is

consistent with the intent of the Macon County and Decatur Comprehensive Plan which shows this area as Retail. The proposed zoning and permitted uses are compatible with the adjacent uses and zoning districts.

POTENTIAL OBJECTIONS: There were no known objectors at the Plan Commission Meeting.

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

STAFF REFERENCE: Any additional questions may be forwarded to Suzan Stickle at 424-2786 or at sstickle@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY
B-1 NEIGHBORHOOD SHOPPING DISTRICT
TO B-2 COMMERCIAL DISTRICT
- 2721 NORTH 22nd STREET -**

WHEREAS, on the 2nd day of June, 2016, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Matt Gietl, to rezone premises legally described as:

Lot Thirty-Six (36) of Greenwich Gardens, as per Plat recorded in Book 802 on Page 72 of the Records in the Recorder's Office of Macon County, Illinois, except the following portion thereof: Beginning at a point on the East line of said Lot, 30 feet North of the Southeast Corner thereof, thence Northerly along the East line of said Lot, 104 feet, thence North 31 degrees 01 minute 24 seconds West, 147 feet to the West lot line, thence South along the West lot line 150 feet, thence South 31 degrees 01 minute 24 seconds East 90 feet to the point of beginning, and except that part conveyed to the State of Illinois in Warranty Deed recorded in Book 2069, Page 922, as Document No. 116406. Situated in Macon County, Illinois,

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



City of Decatur, Illinois

PETITION FOR REZONING

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

Economic and Urban Development Department
One Gary K. Anderson Plaza
Decatur, Illinois 62523-1196

424-2793
FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	MATT GIETL				
Address	2001 SCARBROUGH				
City	SPRING	State	IL	Zip	62702
Telephone	217-341-0963	Fax		E-mail	mattgieth@hotmail.com
Property Owner	MATTHEW L JACKSON / MARK P. JACKSON				
Address	2721 NO. 22ND ST.				
City	DECATUR	State	IL	Zip	62526
Telephone	217-246-2481	Fax		E-mail	
Representative	NIKKI FLEXSER				
Address	455 E PERSHING ROAD				
City	DECATUR	State	IL	Zip	62526
Telephone	217-246-2481	Fax		E-mail	nikki@jacksoncaas.com

SECTION TWO: SITE INFORMATION

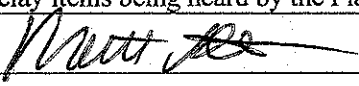
Street Address	2721 NO. 22ND ST.					
Legal Description	LOT 36 OF GREENWICH GARDENS, BEGINNING AT A POINT ON EAST 30 FT NORTH OF THE SOUTHEAST CORNER THEREOF, THEN NORTH ALONG THE EAST 104 FEET THEN 147 FT TO WEST LOT LINE. THEN SOUTH ALONG THE WEST LINE 150 FT THEN SOUTH 90 FT TO THE POINT OF BEGINNING.					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development?
	☒ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES Approval Date: _____
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☒ NO
Please list all improvements on the site:						
Size of Tract	8500 ☒ SF ☐ AC					

SECTION THREE: REQUESTED ACTION

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

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
Petitioner WOULD LIKE THE B-2 FROM B-1 TO OPEN A VIDEO GAMING PARLOR.	

SECTION FOUR: JUSTIFICATION	
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):	
THAT WITH A B-2 ZONING IT COULD BE LEASED AS A VIDEO GAMING PARLOR ON WHICH PETITIONER ALREADY IS OPERATING ONE IN DECATUR ALREADY. AFTER LOOKING AT ZONING MAP FOR THAT PARTICULAR AREA, IT IS SURROUNDED BY B-2 AND M-2 ZONING. CHANGING THE ZONING WILL NOT AFFECT THE AREA AS THE AREA IS LANDLOCKED WITH THE B-2 AND M-2 ZONING. THEREFORE IT WILL NOT CREATE A NUISANCE IN SAID NEIGHBORHOOD.	

SECTION FIVE: CERTIFICATION	
	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.
Petitioner's Signature	
Date	5/2/2016

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

OFFICE USE ONLY	
Date Filed	
By	

Corrected Legal Description

Lot Thirty-Six (36) of Greenwich Gardens, as per Plat recorded in Book 802 on Page 72 of the Records in the Recorder's Office of Macon County, Illinois, except the following portion thereof: Beginning at a point on the East line of said Lot, 30 feet North of the Southeast Corner thereof, thence Northerly along the East line of said Lot, 104 feet, thence North 31 degrees 01 minute 24 seconds West, 147 feet to the West lot line, thence South along the West lot line 150 feet, thence South 31 degrees 01 minute 24 seconds East 90 feet to the point of beginning, and except that part conveyed to the State of Illinois in Warranty Deed recorded in Book 2069, Page 922, as Document No. 116406. Situated in Macon County, Illinois.

***Greenwich Gardens is recorded in Book 802 on Page 72

Decatur City Plan Commission

2721 North 22nd Street



Cal. No.: 16-15
Date: June 2, 2016
Petition of: Matt Gietl
Requested Action: Rezone to B-2 Commercial District

0 250 500
Feet



Legend

- Decatur Roads
- subject site
- Decatur Parcel data
- Decatur Zoning

STAFF REPORT
Decatur City Plan Commission

COMMON NAME: 2721 North 22nd Street

GENERAL INFORMATION

Hearing Date June 2, 2016
Calendar No. 16-15
Property Location 2721 North 22nd Street
Requested Action Rezone from B-1 Neighborhood Shopping District to B-2 Commercial District
Petitioner Matt Gietl

LAND USE AND ZONING

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Commercial	B-1	Retail
North	Industrial	M-2	Employment
South	Drainage Ditch	B-1	Retail
East	Industrial	M-2	Employment
West	Drainage Ditch	B-1	Retail

BACKGROUND

1. The subject site located at 2721 North 22nd Street is currently zoned B-1 Neighborhood Shopping District and consists of approximately 8,500 square feet.
2. The site has a small two story commercial structure as well as a parking lot.

PROJECT DESCRIPTION

1. The petitioner proposes to rezone from B-1 Neighborhood Shopping District to B-2 Commercial District that would allow for all those uses permitted in the B-2 District.

STAFF ANALYSIS

1. Rezoning the site from B-1 Neighborhood Shopping District to B-2 Commercial District should not create any adverse effects on the adjacent properties or the City as a whole as the uses on the adjacent properties are compatible with the permitted uses of the B-2 Commercial District.
2. The adjacent zoning includes B-1 Neighborhood Shopping District to the south and west and M-2 Heavy Industrial District to the north and east. Though not immediately adjacent, there is also considerable B-2 zoning in the near west and south. The B-2 Commercial District is consistent with the intent of the Macon County and Decatur Comprehensive Plan which shows this area as Retail. The proposed zoning and permitted uses are compatible with the adjacent uses and zoning districts.

STAFF RECOMMENDATION

1. Staff recommends approval of the rezoning.

PLAN COMMISSION ACTION

1. Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 16-15 to the City Council with a recommendation for approval is suggested.

The above report constitutes the testimony and recommendation of the Planning and Sustainability Division, Department of Planning and Building Services, City of Decatur.

Suzan Stickle
Senior Planner

ATTACHMENTS

1. Petition
2. Location Map

Excerpts from Plan Commission Meeting of June 2, 2016:

Cal. No. 16-15 Petition of MATT GIETL, to rezone property
located at 2721 NORTH 22nd STREET from B-1
Neighborhood Shopping District to B-2
Commercial District.

Ms. Suzy Stickle was sworn in by Mrs. Janet Poland.

Ms. Stickle presented the recommendation of staff:

The subject site located at 2721 North 22nd Street is currently zoned B-1 Neighborhood Shopping District and consists of approximately 8,500 square feet.

The site has a small two story commercial structure as well as a parking lot.

The petitioner proposes to rezone from B-1 Neighborhood Shopping District to B-2 Commercial District that would allow for all those uses permitted in the B-2 District.

Rezoning the site from B-1 Neighborhood Shopping District to B-2 Commercial District should not create any adverse effects on the adjacent properties or the City as a whole as the uses on the adjacent properties are compatible with the permitted uses of the B-2 Commercial District.

The adjacent zoning includes B-1 Neighborhood Shopping District to the south and west and M-2 Heavy Industrial District to the north and east. Though not immediately adjacent, there is also considerable B-2 zoning in the near west and south. The B-2 Commercial District is consistent with the intent of the Macon County and Decatur Comprehensive Plan which shows this area as Retail. The proposed zoning and permitted uses are compatible with the adjacent uses and zoning districts.

Staff recommends approval of the rezoning.

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 16-15 to the City Council with a recommendation for approval is suggested.

Mr. Matt Gietl, petitioner, was sworn in by Mrs. Poland.

Mr. Gietl stated he has video gaming parlors in Springfield and on Mt. Zion Road and would like to expand the Decatur market.

Mr. Terry Smith asked how many people will be employed. Mr. Gietl said four (4).

There were no objectors present.

It was moved and seconded (Myatt/Smith) to forward Calendar No. 16-15 to the City Council with a recommendation for approval. Motion carried unanimously.

Development Services

DATE: 6/10/2016

MEMO: No. 16-26

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Suzan Stickle, Senior Planner

SUBJECT:

Rezone 1205, 1215 and 1235 East Pershing Road from M-1 Intense Commercial/Light Industrial District and M-2 Heavy Industrial District to B-2 Commercial District

SUMMARY RECOMMENDATION:

Staff recommends approval of the rezoning to B-2 Commercial District. The City Plan Commission voted 7-0 to recommend approval of this petition at the June 10, 2016 meeting; the minutes of the meeting are attached.

BACKGROUND:

The subject site located at the southeast corner of East Pershing Road and North Jasper Street is currently zoned both M-1 Intense Commercial/Light Industrial District and M-2 Heavy Industrial District and consists of approximately 3.31 acres. The site has a small commercial structure, a two story multi-family residential structure, two accessory structures as well as parking areas to serve the structures.

The petitioner proposes to rezone from M-1 Intense Commercial/Light Industrial District and M-2 Heavy Industrial District to B-2 Commercial District that would allow for all those uses permitted in the B-2 District.

Rezoning the site from M-1 Intense Commercial/Light Industrial District and M-2 Heavy Industrial District to B-2 Commercial District should not create any adverse effects on the adjacent properties or the City as a whole as the uses on the adjacent properties are compatible with the permitted uses of the B-2 Commercial District.

The adjacent zoning includes M-1 Intense Commercial/Light Industrial to the north, east and west and M-2 Heavy Industrial District to the south. The adjacent land use to the north,

south, east and west is commercial, there is also office use to the north. The Macon County and Decatur Comprehensive Plan shows this area as Employment; Staff is of the opinion that this is a commercial corridor and B-2 zoning will allow for the highest and best use(s) of this site. Additionally, Pershing Road corridor is being redeveloped as a commercial corridor with significant development to the northwest of the site. Pershing Road has been repaved and Brettwood Village continues to experience a resurgence in addition to other development along the corridor. The proposed zoning and permitted uses are compatible with the adjacent uses and zoning districts.

POTENTIAL OBJECTIONS: There were no known objectors at the Plan Commission Meeting.

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

STAFF REFERENCE: Any additional questions may be forwarded to Suzan Stickle at 424-2786 or at ssickle@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

**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 -**

WHEREAS, on the 2nd day of June, 2016, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Xerxes Properties LLC-2, to rezone premises legally described as:

Lot Seven (7) of Hills Plaza Subdivision, as per Plat recorded in Book 1832 on Page 287 of the Records in the Recorder's Office of Macon County, Illinois.
Situating in Macon County, Illinois.

AND

All of the West ½ of the Northwest ¼ of the Northeast ¼ of the Northeast ¼ of Section 2, Township 16 North, Range 2 East of the 3rd P.M., except the West 30 feet for a road and except the North 50 feet of the South 250 feet of the West 180 feet thereof and except the South 200 feet of the West 330 feet thereof, also excepting S.B.I. Route 48. All situated in Macon County, Illinois,

from M-1 Intense Commercial/Light Industrial District and M-2 Heavy Industrial District to B-2 Commercial District; and,

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

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

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

Section 2. That said described premises be, and they are hereby, rezoned from M-1 Intense Commercial/Light Industrial District and M-2 Heavy Industrial District to B-2 Commercial District.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



City of Decatur, Illinois

PETITION FOR REZONING

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

Economic and Urban Development Department
One Gary K. Anderson Plaza
Decatur, Illinois 62523-1196

424-2793
FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	Xerxes Properties LLC - 2				
Address	150 Highland				
City	Forsyth	State	IL	Zip	62535
Telephone		Fax		E-mail	
Property Owner	Xerxes Properties LLC - 2 (Attn:Tim Dowd)				
Address	150 Highland				
City	Forsyth	State	IL	Zip	62535
Telephone		Fax		E-mail	
Representative	Chastain & Associates - Mary Cave				
Address	5 N Country Club Road				
City	Decatur	State	IL	Zip	62521
Telephone	217-429-8800	Fax		E-mail	mcave@hlcclp.com

SECTION TWO: SITE INFORMATION

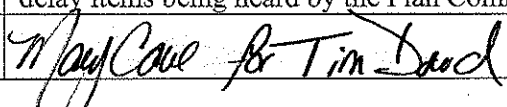
Street Address	1205 E. Pershing Rd. Decatur, IL & 1235 E Pershing Rd. Decatur, IL				
Legal Description	A part of the West 1/2 of the North 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 2, Township 16 North, Range 2 East of the Third Principal Meridian.				
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1
	☒ M-1	☒ M-2	☐ M-3	☐ PMR-1	
Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☒ NO					
Please list all improvements on the site:					
Size of Tract	3.31	☐ SF	☒ AC	Earthwork, new facility, parking, detention, utilities	

SECTION THREE: REQUESTED ACTION

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

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
This request is to rezone the current M-1 & M-2 lots to B-2. There is a proposed new facility with associated parking, detention, & utilities to be built.	

SECTION FOUR: JUSTIFICATION
<i>The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):</i>
The existing space is, for the majority, undeveloped, with the exception of small retail shop. The proposed development will bring an additional retail store with potential for future development. While the retail use is allowable in the current M-1/M-2 Zoning, this petition seeks to resolve the dual zoning on the east lot. The site will be constructed to meet all City of Decatur standards and ordinances.

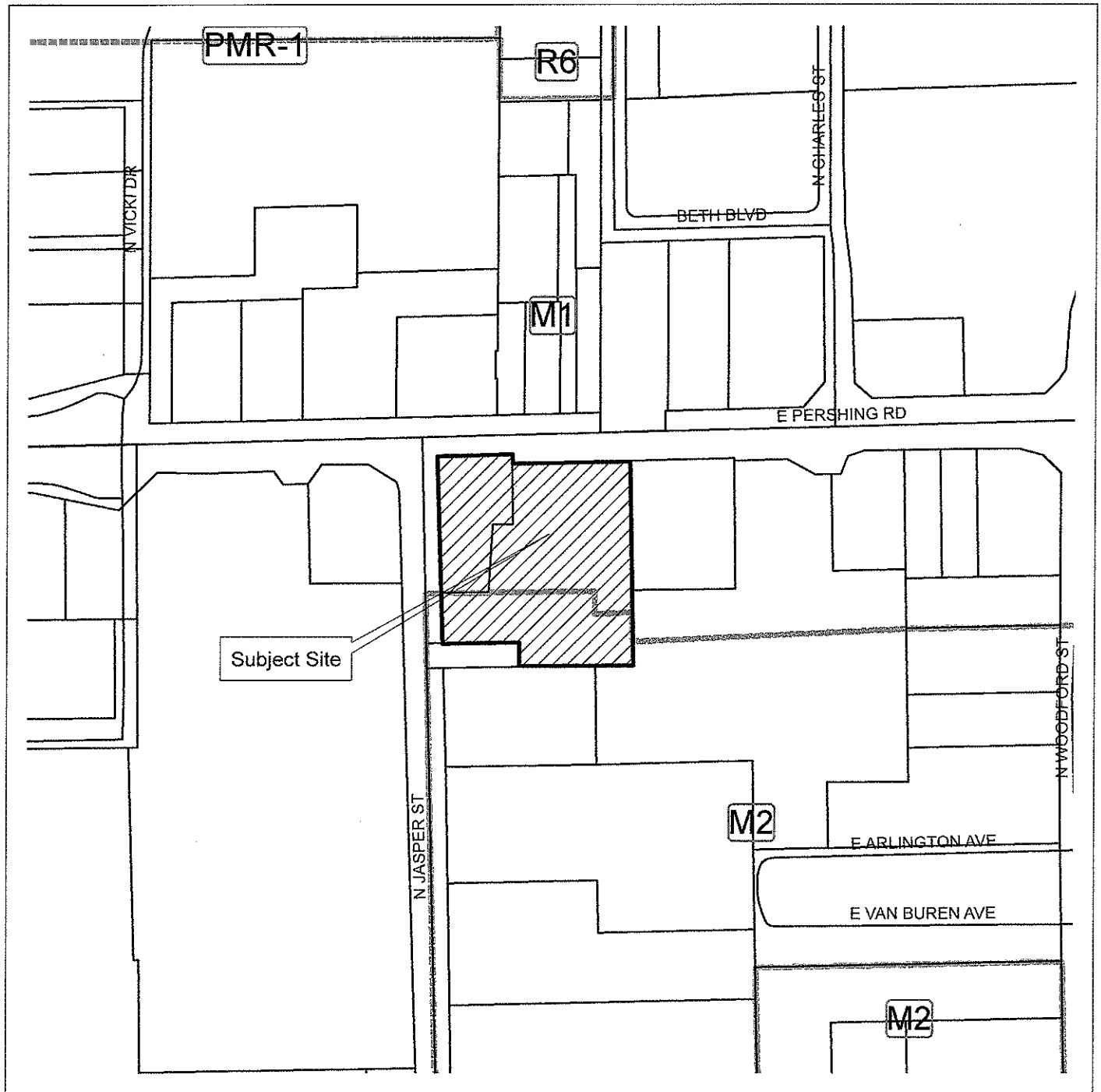
SECTION FIVE: CERTIFICATION	
	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.
Petitioner's Signature	
Date	4/28/2016

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

OFFICE USE ONLY	
Date Filed	
By	

Decatur City Plan Commission

1205, 1215 and 1235 East Peshing Road



Cal. No.: 16-17
Date: June 2, 2016
Petition of: Xerxes Properties LLC-2
Requested Action: Rezone to B-2 Commercial District

0 250 500
Feet



Legend

- Decatur Roads
- subject site
- Decatur Parcel data
- Decatur Zoning

STAFF REPORT
Decatur City Plan Commission

COMMON NAME: 1205, 1215 and 1235 East Pershing Road

GENERAL INFORMATION

Hearing Date June 2, 2016
Calendar No. 16-17
Property Location 1205, 1215 and 1235 East Pershing Road
Requested Action Rezone from M-1 Intense Commercial/Light Industrial District and M-2 Heavy Industrial District to B-2 Commercial District
Petitioner Xerxes Properties LLC-2

LAND USE AND ZONING

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Commercial/Multi-Family Residential	M-1, M-2	Employment
North	Commercial/Office	M-1	Heavy Commercial
South	Commercial	M-2	Employment
East	Commercial	M-1	Employment
West	Commercial	M-1	Employment

BACKGROUND

1. The subject site located at the southeast corner of East Pershing Road and North Jasper Street is currently zoned both M-1 Intense Commercial/Light Industrial District and M-2 Heavy Industrial District and consists of approximately 3.31 acres.
2. The site has a small commercial structure, a two story multi-family residential structure, two accessory structures as well as parking areas to serve the structures.

PROJECT DESCRIPTION

1. The petitioner proposes to rezone from M-1 Intense Commercial/Light Industrial District and M-2 Heavy Industrial District to B-2 Commercial District that would allow for all those uses permitted in the B-2 District.

STAFF ANALYSIS

1. Rezoning the site from M-1 Intense Commercial/Light Industrial District and M-2 Heavy Industrial District to B-2 Commercial District should not create any adverse effects on the adjacent properties or the City as a whole as the uses on the adjacent properties are compatible with the permitted uses of the B-2 Commercial District.
2. The adjacent zoning includes M-1 Intense Commercial/Light Industrial to the north, east and west and M-2 Heavy Industrial District to the south. The adjacent land use to the north, south, east and west is commercial, there is also office use to the north. Although the B-2 Commercial District is not consistent with the intent of the Macon County and Decatur Comprehensive Plan which shows

this area as Employment, Staff is of the opinion that this is a commercial corridor and B-2 zoning will allow for the highest and best use(s) of this site. The proposed zoning and permitted uses are compatible with the adjacent uses and zoning districts.

STAFF RECOMMENDATION

1. Staff recommends approval of the rezoning.

PLAN COMMISSION ACTION

1. Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 16-17 to the City Council with a recommendation for approval is suggested.

The above report constitutes the testimony and recommendation of the Planning and Sustainability Division, Department of Planning and Building Services, City of Decatur.

Suzan Stickle
Senior Planner

ATTACHMENTS

1. Petition
2. Location Map

Excerpts from Plan Commission Meeting of June 2, 2016:

Cal. No. 16-17

Petition of XERXES PROPERTIES LLC-2, to rezone property located at 1205, 1215 and 1235 EAST PERSHING ROAD from M-1 Intense Commercial/Light Industrial District and M-2 Heavy Industrial District to B-2 Commercial District.

Ms. Stickle presented the recommendation of staff:

The subject site located at the southeast corner of East Pershing Road and North Jasper Street is currently zoned both M-1 Intense Commercial/Light Industrial District and M-2 Heavy Industrial District and consists of approximately 3.31 acres.

The site has a small commercial structure, a two story multi-family residential structure, two accessory structures as well as parking areas to serve the structures.

The petitioner proposes to rezone from M-1 Intense Commercial/Light Industrial District and M-2 Heavy Industrial District to B-2 Commercial District that would allow for all those uses permitted in the B-2 District.

Rezoning the site from M-1 Intense Commercial/Light Industrial District and M-2 Heavy Industrial District to B-2 Commercial District should not create any adverse effects on the adjacent properties or the City as a whole as the uses on the adjacent properties are compatible with the permitted uses of the B-2 Commercial District.

The adjacent zoning includes M-1 Intense Commercial/Light Industrial to the north, east and west and M-2 Heavy Industrial District to the south. The adjacent land use to the north, south, east and west is commercial, there is also office use to the north. Although the B-2 Commercial District is not consistent with the intent of the Macon County and Decatur Comprehensive Plan which shows this area as Employment, Staff is of the opinion that this is a commercial corridor and B-2 zoning will allow for the highest and best use(s) of this site. The proposed zoning and permitted uses are compatible with the adjacent uses and zoning districts.

Staff recommends approval of the rezoning.

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 16-17 to the City Council with a recommendation for approval is suggested.

Mrs. Mary Cave stated the current site is two lots that are currently zoned both M-1 Intense Commercial/Light Industrial District and M-2 Heavy Industrial District. The petitioner would like to rezone to B-2 Commercial District for future development.

There were no questions and no objectors present.

It was moved and seconded (Harris/Frantz) to forward Calendar No. 16-17 to the City Council with a recommendation for approval. Motion carried unanimously.

Development Services

DATE: 6/10/2016

MEMO: No. 16-28

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Suzan Stickle, Senior Planner

SUBJECT:
Amendments to Zoning Ordinance (Ordinance #3512, as amended)

SUMMARY RECOMMENDATION: Staff recommends approval of the amendments to the City of Decatur Zoning Ordinance (Ordinance #3512, as amended) as proposed. The City Plan Commission voted 6-0 to recommend approval of this petition at the May 5, 2016 meeting; the minutes of the meeting are attached.

BACKGROUND: The proposed amendments to the B-2 Commercial District, B-4 Central Business District and M-1 Intense Commercial/Light Industrial District involve permitting Passenger Automobile, Passenger Truck and Passenger Van Rental businesses in the B-2 Commercial District and the M-1 Intense Commercial/Light Industrial District. The proposed amendments will also permit Truck and Trailer Rental businesses in the M-1 Intense Commercial/Light Industrial District. The B-4 Central Business District currently allows a conditional use permit for Auto and truck rental, the proposed amendments will clarify that a conditional use permit could be obtained for Passenger Automobile, Passenger Truck and Passenger Van Rental businesses.

Additional amendments would make adjustments to the definition of Rental Establishments as well as create definitions for Rental, Passenger Automobiles, Passenger Trucks and Passenger Vans, Rental, Trucks and Trailers and Intermodal Storage Containers.

POTENTIAL OBJECTIONS: There were no known objectors at the Plan Commission Meeting.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Suzan Stickle at

424-2786 or at ssickle@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
supporting documentation	Backup Material

ORDINANCE NO. _____

**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 –**

WHEREAS, on the 5th day of May, 2016 upon due notice, the Decatur City Plan Commission held a public hearing on the petition of Billy Tyus, Assistant City Manager, to modify and amend the Zoning Ordinance of the City of Decatur, the same being Ordinance No. 3512, as amended, by amending Sections II., DEFINITIONS, XII., B-2 COMMERCIAL DISTRICT, XIV., B-4 CENTRAL BUSINESS DISTRICT and XVI., M-1 INTENSE COMMERCIAL/LIGHT INDUSTRIAL DISTRICT thereof, so that said Sections II., XII., XIV. and XVI. as modified and amended shall provide as set forth herein.

II. Definitions

...

INTERMODAL STORAGE CONTAINERS: A standardized steel shipping container designed and built for intermodal freight transport across different modes of transport such as from ship to rail to truck.

RENTAL ESTABLISHMENTS: Businesses primarily engaged in renting or leasing machinery, tools, recreational equipment, household items, costumes and other apparel, videos and similar home entertainment, party and banquet supplies, and

other equipment or supplies to individuals or businesses for use off premises. This definition does not include businesses that rent items in conjunction with an on-premises activity, such as golf carts, bowling shoes, etc. This definition does not include passenger automobile, passenger truck and passenger van rentals or truck and trailer rentals.

RENTAL, PASSENGER AUTOMOBILES, PASSENGER TRUCKS AND PASSENGER VANS: Businesses primarily engaged in the renting or leasing of passenger automobiles, passenger light duty trucks and passenger vans that are designed for the purpose of transporting passengers. This definition also includes the renting or leasing of motorcycles and motorized scooters.

RENTAL, TRUCKS AND TRAILERS: Businesses primarily engaged in the renting or leasing of heavy duty trucks, vans, trailers and storage containers (for temporary use) for the purpose of moving and storing property such as household goods, cargo or freight. This definition does not include intermodal storage containers.

XII. B-2 Commercial District

A. Permitted Uses

...

Automobile and equipment dealers, including rental, passenger automobiles, passenger trucks and passenger vans.

Rental, passenger automobiles, passenger trucks and passenger vans.

XIV. B-4 Central Business District

A. Permitted Uses

...

Rental establishments.

XIV. B-4 Central Business District

B. Conditional Uses

...

Rental passenger automobiles, passenger trucks and passenger vans.

XVI. M-1 Intense Commercial/Light Industrial District

A. Permitted Uses

...

Rental, passenger automobiles, passenger trucks and passenger vans.

Rental, trucks and trailers.

WHEREAS, the Decatur City Plan Commission did report its findings and did recommend that said petition be granted and that the Zoning Ordinance be so modified and amended.

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

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

Section 2. That the Zoning Ordinance of the City of Decatur be, and the same is hereby, amended and modified at Sections II., XII., XIV. and XVI. as set forth herein.

Section 3. That the City Clerk be, and she is hereby, authorized and directed to cause this ordinance to be published in pamphlet form.

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June,
2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this ____ day of _____, 2016.

CITY CLERK

**ADDITIONS AND DELETIONS
- ZONING ORDINANCE -**

SECTION II.

Definitions

INTERMODAL STORAGE CONTAINERS: A standardized steel shipping container designed and built for intermodal freight transport across different modes of transport such as from ship to rail to truck.

RENTAL ESTABLISHMENTS: Businesses primarily engaged in renting or leasing machinery, tools, recreational equipment, household items, costumes and other apparel, videos and similar home entertainment, party and banquet supplies, and other equipment or supplies to individuals or businesses for use off premises. This definition does not include businesses that rent items in conjunction with an on-premises activity, such as golf carts, bowling shoes, etc., ~~or rental of motor vehicles.~~ This definition does not include passenger automobile, passenger truck and passenger van rentals or truck and trailer rentals.

RENTAL, PASSENGER AUTOMOBILES, PASSENGER TRUCKS AND PASSENGER VANS: Businesses primarily engaged in the renting or leasing of passenger automobiles, passenger light duty trucks and passenger vans that are designed for the purpose of transporting passengers. This definition also includes the renting or leasing of motorcycles and motorized scooters.

RENTAL, TRUCKS AND TRAILERS: Businesses primarily engaged in the renting or leasing of heavy duty trucks, vans, trailers and storage containers (for temporary use) for the purpose of moving and storing property such as household goods, cargo or freight. This definition does not include intermodal storage containers.

SECTION XII.A.

B-2 Commercial District-Permitted Uses

Automobile and equipment dealers, including rental, passenger automobiles, passenger trucks and ~~rental-passenger vans~~.

Rental, passenger automobiles, passenger trucks and passenger vans.

SECTION XIV.A.

B-4 Central Business District-Permitted Uses

Rental establishments, ~~excluding auto and truck rental.~~

SECTION XIV.B.

B-4 Central Business District-Conditional Uses

Rental, passenger automobiles, passenger trucks and passenger vans rental
~~establishments.~~

SECTION XVI.A.

M-1 Intense Commercial/Light Industrial District-Permitted Uses

Rental, passenger automobiles, passenger trucks and passenger vans.

Rental, trucks and trailers.

	City of Decatur, Illinois				
	PETITION FOR REZONING				
	<i>Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois</i>				
Economic and Urban Development Department					
One Gary K. Anderson Plaza					
Decatur, Illinois 62523-1196					
				424-2793	
				FAX 424-2728	

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	Billy Tyus				
Address	#1 Gary K. Anderson Plaza				
City	Decatur	State	Illinois	Zip	62523
Telephone	217-424-2793	Fax		E-mail	btyus@decaturil.vgov
Property Owner					
Address					
City		State		Zip	
Telephone		Fax		E-mail	
Representative					
Address					
City		State		Zip	
Telephone		Fax		E-mail	

SECTION TWO: SITE INFORMATION

Street Address	N/A					
Legal Description	N/A					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☐ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Please list all improvements on the site:						
Size of Tract	☐ SF ☐ AC					

SECTION THREE: REQUESTED ACTION

Rezoned Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development? ☐ YES ☐ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Other:	Amend Zoning Ordinance (Ord. #3512, as amended)					

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
Proposed amendments will create definitions and will make clarifications on where rental passenger cars, vans, and trucks can be located as well as where rental moving vans and trucks can be located.	

SECTION FOUR: JUSTIFICATION
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):
The amendments for rental of passenger cars, vans and trucks, moving vans and trucks will permit these establishments in the B-2 Commercial District and M-1 Intense Commercial/Light Industrial District as the ordinance currently does not permit these uses as the main use.

SECTION FIVE: CERTIFICATION			
3	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.		
	Petitioner's Signature		Date April 7, 2016

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

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

ADDITIONS AND DELETIONS
- ZONING ORDINANCE -

SECTION II.

Definitions

INTERMODAL STORAGE CONTAINERS: A standardized steel shipping container designed and built for intermodal freight transport across different modes of transport such as from ship to rail to truck.

RENTAL ESTABLISHMENTS: Businesses primarily engaged in renting or leasing machinery, tools, recreational equipment, household items, costumes and other apparel, videos and similar home entertainment, party and banquet supplies, and other equipment or supplies to individuals or businesses for use off premises. This definition does not include businesses that rent items in conjunction with an on-premises activity, such as golf carts, bowling shoes, etc., or rental of motor vehicles. This definition does not include passenger automobile, passenger truck and passenger van rentals or truck and trailer rentals.

RENTAL, PASSENGER AUTOMOBILES, PASSENGER TRUCKS AND PASSENGER VANS: Businesses primarily engaged in the renting or leasing of passenger automobiles, passenger light duty trucks and passenger vans that are designed for the purpose of transporting passengers. This definition also includes the renting or leasing of motorcycles and motorized scooters.

RENTAL, TRUCKS AND TRAILERS: Businesses primarily engaged in the renting or leasing of heavy duty trucks, vans, trailers and storage containers (for temporary use) for the purpose of moving and storing property such as household goods, cargo or freight. This definition does not include intermodal storage containers.

SECTION XII.A.

B-2 Commercial District-Permitted Uses

Automobile and equipment dealers, including rental, passenger automobiles, passenger trucks and rental passenger vans

Rental, passenger automobiles, passenger trucks and passenger vans

SECTION XIV.A.

B-4 Central Business District-Permitted Uses

Rental establishments, ~~excluding auto and truck rental~~

SECTION XIV.B.

B-4 Central Business District-Conditional Uses

Rental, passenger automobiles, passenger trucks and passenger vans ~~rental establishments~~

SECTION XVI.A.

M-1 Intense Commercial/Light Industrial District-Permitted Uses

Rental, passenger automobiles, passenger trucks and passenger vans

Rental, trucks and trailers

STAFF REPORT
Decatur City Plan Commission

COMMON NAME: City of Decatur Zoning Ordinance

GENERAL INFORMATION

Hearing Date	May 5, 2016
Calendar No.	16-12
Requested Action	Amendments to Zoning Ordinance (Ordinance #3512)
Petitioner	Billy Tyus, Assistant City Manager

BACKGROUND

The current City of Decatur Zoning Ordinance was adopted in May of 2002. Since the time of adoption, Staff has discovered certain necessary changes, discrepancies and omissions as the new ordinance has been implemented, specifically in SECTION II. Definitions, SECTION XII. B-2 Commercial District, SECTION XIV. B-4 Central Business District, and SECTION XVI. M-1 Intense Commercial/Light Industrial District. It is Staff's hope that these changes and clarifications will make the Zoning Ordinance more comprehensive and applicable to the changing built urban environment all the while keeping the charge of making Decatur a beautiful place to live, work and play.

The proposed amendments will make clarifications in definitions and where automobile and truck rental businesses can be located within the City of Decatur.

DESCRIPTION

One of the proposed amendments is to clarify the definition of Rental Establishments as well as create definitions for Rental, Passenger Automobiles, Passenger Trucks and Passenger Vans, Rental, Trucks and Trailers and Intermodal Storage Containers.

The proposed amendments to the B-2 Commercial District, B-4 Central Business District and M-1 Intense Commercial/Light Industrial District involve permitting Passenger Automobile, Passenger Truck and Passenger Van Rental businesses in the B-2 Commercial District and the M-1 Intense Commercial/Light Industrial District. The proposed amendments will also permit Truck and Trailer Rental businesses in the M-1 Intense Commercial/Light Industrial District. The B-4 Central Business District currently allows a conditional use permit for Auto and truck rental, the proposed amendments will clarify that a conditional use permit could be obtained for Passenger Automobile, Passenger Truck and Passenger Van Rental businesses.

STAFF RECOMMENDATION

Staff recommends approval of the amendments as proposed.

PLAN COMMISSION ACTION

Section XXIX.G. of the Zoning Ordinance requires the Plan Commission to hold a public hearing and make recommendations to the City Council on amendments to the Zoning Ordinance. A motion to forward Calendar Number 16-12 to City Council with a recommendation of approval is suggested. The above report constitutes the testimony and recommendation of the Division of Planning and Sustainability, Department of Planning and Building Services, City of Decatur.

Suzan Stickle
Senior Planner

ATTACHMENTS

1. Petition
2. Mark Up

Excerpts from Plan Commission Meeting of May 5, 2016:

Cal. No. 16-12

Petition of BILLY TYUS, ASSISTANT CITY MANAGER, for amendments to the City of Decatur Zoning Ordinance (Ord. #3512, as amended) Section II.-Definitions, Section XII.A.-B-2 Commercial District-Permitted Uses, Section XIV.A.-B-4 Central Business District-Permitted Uses, Section XIV.B-B-4 Central Business District-Conditional Uses and Section XVI.A.-M-1 Intense Commercial/Light Industrial District-Permitted Uses.

Ms. Stickle presented the recommendation of staff:

The current City of Decatur Zoning Ordinance was adopted in May of 2002. Since the time of adoption, Staff has discovered certain necessary changes, discrepancies and omissions as the new ordinance has been implemented, specifically in SECTION II. Definitions, SECTION XII. B-2 Commercial District, SECTION XIV. B-4 Central Business District, and SECTION XVI. M-1 Intense Commercial/Light Industrial District. It is Staff's hope that these changes and clarifications will make the Zoning Ordinance more comprehensive and applicable to the changing built urban environment all the while keeping the charge of making Decatur a beautiful place to live, work and play.

The proposed amendments will make clarifications in definitions and where automobile and truck rental businesses can be located within the City of Decatur.

One of the proposed amendments is to clarify the definition of Rental Establishments as well as create definitions for Rental, Passenger Automobiles, Passenger Trucks and Passenger Vans, Rental, Trucks and Trailers and Intermodal Storage Containers.

The proposed amendments to the B-2 Commercial District, B-4 Central Business District and M-1 Intense Commercial/Light Industrial District involve permitting Passenger Automobile, Passenger Truck and Passenger Van Rental businesses in the B-2 Commercial District and the M-1 Intense Commercial/Light Industrial District. The proposed amendments will also permit Truck and Trailer Rental businesses in the M-1 Intense Commercial/Light Industrial District. The B-4 Central Business District currently allows a conditional use permit for Auto and truck rental, the proposed amendments will clarify that a conditional use permit could be obtained for Passenger Automobile, Passenger Truck and Passenger Van Rental businesses.

Staff recommends approval of the amendments as proposed.

Section XXIX.G. of the Zoning Ordinance requires the Plan Commission to hold a public hearing and make recommendations to the City Council on amendments to the Zoning Ordinance. A motion to forward Calendar Number 16-12 to City Council with a recommendation of approval is suggested.

There were no questions and no objectors present.

It was moved and seconded (Harris/Newton) to forward Calendar No. 16-12 to the City Council with a recommendation for approval. Motion carried unanimously.

Development Services

DATE: 6/10/2016

MEMO: No. 16-29

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Suzan Stickle, Senior Planner

SUBJECT: Rezone 2800 North Water Street from B-2 Commercial District to M-1 Intense Commercial/Light Industrial District

SUMMARY RECOMMENDATION: Staff recommends denial of the rezoning to M-1 Intense Commercial/Light Industrial District. The City Plan Commission voted 6-0 to recommend approval of this petition at the May 5, 2016 meeting; the minutes of the meeting are attached.

BACKGROUND: The subject site located at 2800 North Water Street is approximately 6.9 acres and currently zoned B-2 Commercial District. It covers the western half of a commercial strip center that the petitioner proposes to rezone from B-2 Commercial District to M-1 Intense Commercial/Light Industrial District which would allow for all those uses permitted in the M-1 Intense Commercial/Light Industrial District. While the petitioner is a reputable, nationally recognized company, staff must base their recommendation not on whom the individual user might be but on what is/are the highest and best land use(s) for the site. It is our goal to provide you with information to help decide what the guiding vision is for the area to become. The corridor has high traffic counts, infrastructure is in place for development and this site has for decades existed as a retail center. All of these factors contribute to staff's opinion that the highest and best land use(s) for this site are those uses that are permitted in the B-2 Commercial District, not the M-1 Intense Commercial/Light Industrial District.

While some traditional retail uses are allowed in the M-1 district (restaurants, retail stores, supermarkets, professional office uses, etc.), Council should know that there are also uses that would be allowed that are more industrial in nature if the petition were to be approved. Some of those uses include:

- Light manufacturing

- Intermodal Transit Facility
- Warehouse and Distribution Facility
- Recycling Center
- Mini-warehouse

The City has in recent years promoted this corridor as Commercial/Retail, providing Enterprise Zone incentives for retail development and we are beginning to see growth. Pershing Road has been repaved by the State of Illinois, Brettwood Village continues to see a resurgence with more retail announcements expected soon, a renovated Miles Chevrolet is now open as is the new Jackson Ford made possible thanks in part to incentives provided by this City Council. Also, the eyesore that was once the Best Western motel at the corner of Martin Luther King Jr. Drive and Pershing Road has been demolished and we get inquiries on a regular basis from potential users.

In December of 2015, the City Council voted to approve the rezoning of the eastern half of the commercial strip center from M-1 Intense Commercial/Light Industrial District to B-2 Commercial District so that the entire commercial strip center is located in the same zoning district and to allow for all those uses permitted in the B-2 Commercial District. **This rezoning did not pre-empt the petitioner's ability to undertake its proposed plan for truck rental as the primary use as this was not allowed in either the current B-2 zoning district or the former M-1 zoning district. This information was shared with the company during its due diligence period prior to purchase and the former owner and the company were notified of the fact that the City was petitioning to rezone the property to B-2 Commercial District. (In addition to other U-Haul representatives prior to this, Mr. Freeman was specifically informed on 10/15 prior to closing on the sale in December that U-Haul would not be able to use Northgate as they desired due to the zoning not allowing for it and the sellers were also notified of the plan to rezone on 10/23/15. Additionally, we were contacted by the company during the week of October 23 about the possibility of re-zoning to allow for their planned use which would indicate that the company was aware that zoning would not allow for their planned use.**

Rezoning the site from B-2 Commercial District to M-1 Intense Commercial/Light Industrial District will increase the intensity of the uses permitted on the site and could create adverse effects on the adjacent properties and the City as a whole. It will also create a situation where half of the commercial strip center is in another zoning district which was a reason to rezone the eastern portion of the commercial strip center to B-2 Commercial District in December of 2015 so that the entire center would be in the B-2 Commercial District which is the highest and best use for this entire site.

The adjacent zoning includes B-2 Commercial District to the north, east and west and R-3 Single Family Residence District to the south and M-1 Intense Commercial/Light Industrial District to the south. The M-1 Intense Commercial/Light Industrial District is not consistent with the intent of the Macon County and Decatur Comprehensive Plan which shows this site as Retail. The currently permitted uses of the B-2 District are compatible with both the

adjacent uses and zoning districts. There are many uses that are permitted in the M-1 Intense Commercial/Light Industrial District that are not compatible with the adjacent land uses and zoning districts.

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

STAFF REFERENCE: Any additional questions may be forwarded to Suzan Stickle at 424-2786 or at ssickle@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
supporting documentation	Backup Material
u haul images	Backup Material

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY
B-2 COMMERCIAL DISTRICT TO
M-1 INTENSE COMMERCIAL/LIGHT INDUSTRIAL DISTRICT
- 2800 NORTH WATER STREET -**

WHEREAS, on the 5th day of May, 2016, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Aaron Freeman, MCP, to rezone premises legally described as:

THE SOUTH 10.87 CHAINS OF THE NORTH 17.45 CHAINS OF THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT-OF-WAY LINE OF THE ILLINOIS TERMINAL RAILROAD EXCEPT THE SOUTH 207.1 FEET THEREOF: MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF NORTH WATER STREET, SAID POINT BEING 32 FEET EAST AND 435 FEET SOUTH OF THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 511.0 FEET ALONG SAID EAST LINE OF NORTH WATER STREET TO THE NORTH LINE OF VAN BUREN AVENUE; THENCE EAST 1202.71 FEET ALONG SAID NORTH LINE OF VAN BUREN AVENUE TO THE WEST RIGHT-OF-WAY LINE OF THE ILLINOIS TERMINAL RAILROAD; THENCE NORTH 515.0 FEET ALONG SAID WEST RIGHT-OF-WAY LINE OF THE ILLINOIS TERMINAL RAILROAD TO A POINT 435.0 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 2; THENCE WEST 1207.43 FEET TO THE PLACE OF BEGINNING.

EXCEPT BEGINNING AT A POINT 435.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 2 AND 55.00 FEET EAST OF THE CENTER LINE OF THE EXISTING IMPROVEMENT TO NORTH WATER STREET, DECATUR, ILLINOIS; THENCE SOUTH 174.84 FEET ALONG A LINE PARALLEL WITH THE CENTER LINE OF SAID NORTH WATER STREET; THENCE DEFLECTING TO THE EAST 45° A DISTANCE OF 41.01 FEET; THENCE DEFLECTING TO THE SOUTH 45° A DISTANCE OF 55.0 FEET; THENCE DEFLECTING TO THE WEST 45° A DISTANCE OF 48.08 FEET; THENCE SOUTH 218.41 FEET ALONG A LINE PARALLEL WITH AND 50 FEET EAST OF THE CENTER LINE OF SAID NORTH WATER STREET TO THE NORTH LINE OF VAN BUREN AVENUE; THENCE WEST 15.02 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH WATER STREET; THENCE NORTH 511.00 FEET ALONG THE EAST RIGHT-OF-WAY LINE; THENCE EAST 26.46 FEET TO THE PLACE OF BEGINNING IN MACON COUNTY, ILLINOIS.

ALSO EXCEPTING THE EAST 556.74 FEET OF THE SOUTH 515.38 FEET OF THE SOUTH 10.87 CHAINS OF THE NORTH 17.45 CHAINS OF THAT PART OF THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION TWO (2), TOWNSHIP SIXTEEN (16), RANGE TWO (2) EAST OF THE THIRD (3RD) PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT-OF-WAY LINE OF THE ILLINOIS TERMINAL RAILROAD OF PARCEL ONE (1) AS DESCRIBED IN BOOK 4155 PAGE 279 OF RECORDS OF THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS; EXCEPT THE SOUTH 207.1 FEET THEREOF AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 435 FEET SOUTH AND 694.74 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION TWO (2), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 513.29 FEET, THENCE EAST 556.74 FEET, THENCE NORTH 515.38 FEET, THENCE WEST 567.69 FEET TO THE POINT OF BEGINNING,

from B-2 Commercial District to M-1 Intense Commercial/Light Industrial District; and,

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

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

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

Section 2. That said described premises be, and they are hereby, rezoned from B-2 Commercial District to M-1 Intense Commercial/Light Industrial District.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



City of Decatur, Illinois

PETITION FOR REZONING

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

Economic and Urban Development Department

One Gary K. Anderson Plaza

Decatur, Illinois 62523-1196

424-2793

FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	Aaron Freeman, MCP				
Address	1032 Stevenson Drive				
City	Springfield	State	IL	Zip	62703
Telephone	217-786-2119	Fax	N/A	E-mail	aaron_freeman@uhaul.com
Property Owner	AMERCO Real Estate Company				
Address	2727 N Central Drive				
City	Phoenix	State	AZ	Zip	85004
Telephone	602-263-6502	Fax		E-mail	zulema_longoria@uhaul.com
Representative	Aaron Freeman, MCP				
Address	1032 Stevenson Drive				
City	Springfield	State	IL	Zip	62703
Telephone	217-786-2119	Fax	N/A	E-mail	aaron_freeman@uhaul.com

SECTION TWO: SITE INFORMATION

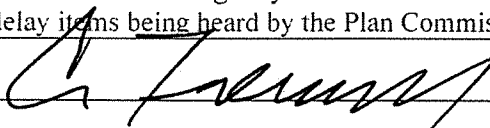
Street Address						
Legal Description	See ALTA Survey for more details					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☒ NO
	☐ B-1	☒ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Please list all improvements on the site:						
Size of Tract	+/- 6.9 ☐ SF ☒ AC					

SECTION THREE: REQUESTED ACTION

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

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
Rezoned property from B-2 to M-1 district to allow for the interior renovation of the existing building into an interior climate controlled self-storage U-Haul center and operations.	

SECTION FOUR: JUSTIFICATION
<i>The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):</i>
Please see Narrative Report for more details

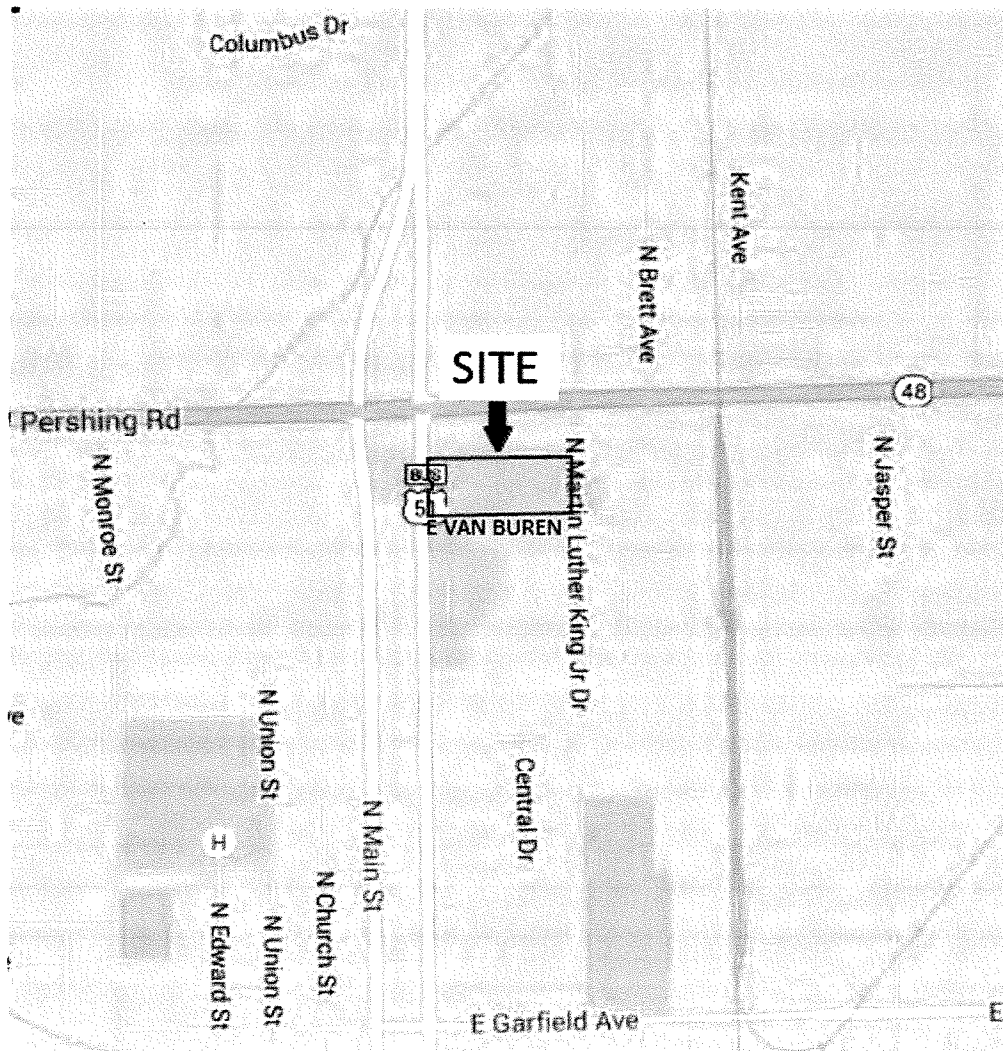
SECTION FIVE: CERTIFICATION	
	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.
Petitioner's Signature	
Date	04-12-16

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

OFFICE USE ONLY	
Date Filed	
By	



Rezone Narrative
for
Decatur, IL
2800 N Water St
Decatur, IL 62526



Date: 04/11/16
Project No: 760071

PURPOSE

AMERCO Real Estate Company, a real estate subsidiary of the U-Haul System, request approval from the City of Decatur to Rezone this property from B-2 (Commercial District) to M-1 (Intense Commercial-Light Industrial). The rezone will permit U-Haul the ability to renovate the existing building into an interior self-storage and equipment rental center.

The property address is 2800 N Water Street and is identified by Assessor's Parcel Number 04-12-02-101-009. It is located on the east side of North Water Street and north side of East Van



Buren Avenue, within a mixed commercial and light industrial area of Decatur in Macon County.

A brief legal description is as follows:

Parcel 1: S 511 of N 946 W1202.7 NW1/4 NW1/4 00BK2946/617

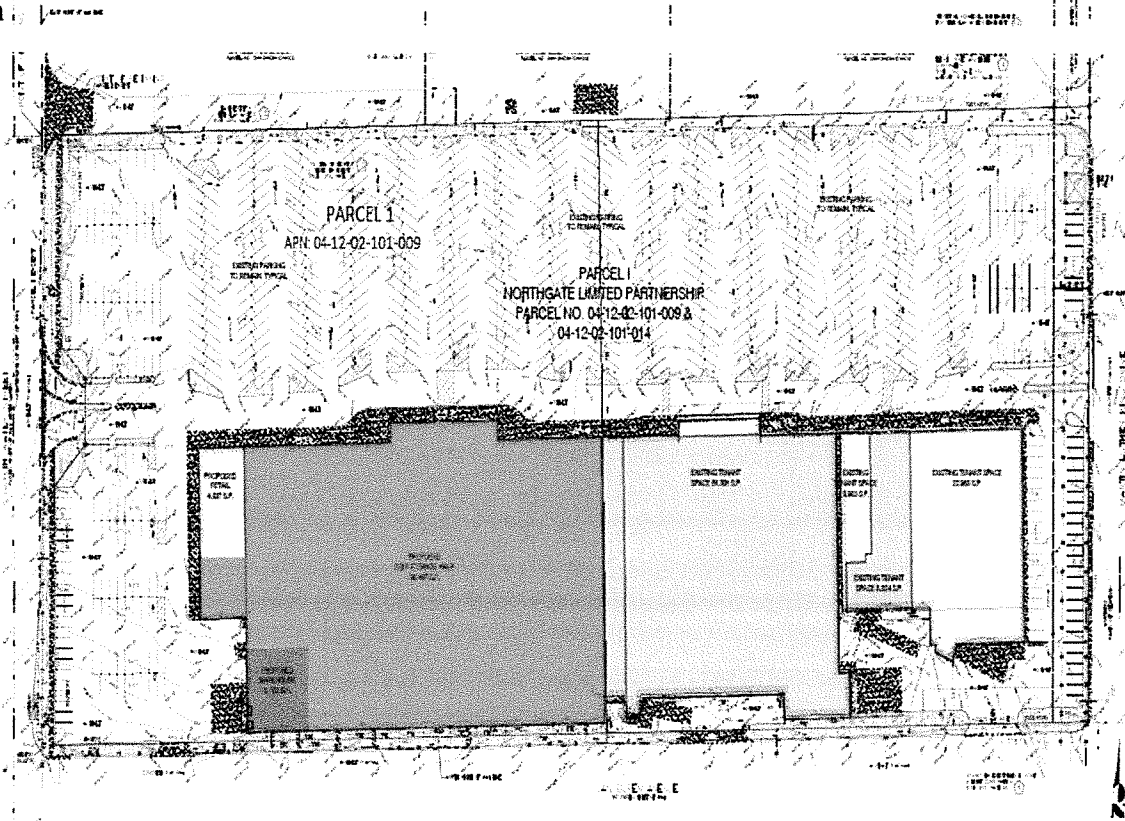
(Refer to ALTA survey for detailed Legal Description)

BACKGROUND

As illustrated in the site plan below the subject property is a developed 13.9 acre site. According to available historical sources, Pershing Northgate Shopping Center was originally developed in 1971. Currently, the shopping center consists of a total of six single-story, multi-tenant retail spaces (+/-205,856 sf).

The portion of the property requiring a rezone is Parcel 1 (APN: 04-12-02-101-009), Deed Book 2946, page 617. The existing structure has been vacant for approximately ten years. It is a steel-framed building with concrete block masonry walls and concrete slab-on-grade foundation (+/-104,404 sf). In addition to the existing building, improvements include an asphalt paved parking area and landscaping. (Refer to Proposed Site Plan for more details).

The balance of the parcel is also owned by AMERCO and no changes are proposed to that side of the structure. Those retail spaces will be leased and do not require rezoning. In order to promote the use of the existing retail spaces (stores) to in-



A brief legal description is as follows:

Parcel 1: S511 of N946 W1202.7 NW1/4 NW1/4 00BK2946/617

(Refer to ALTA survey for more details)

PROPOSAL

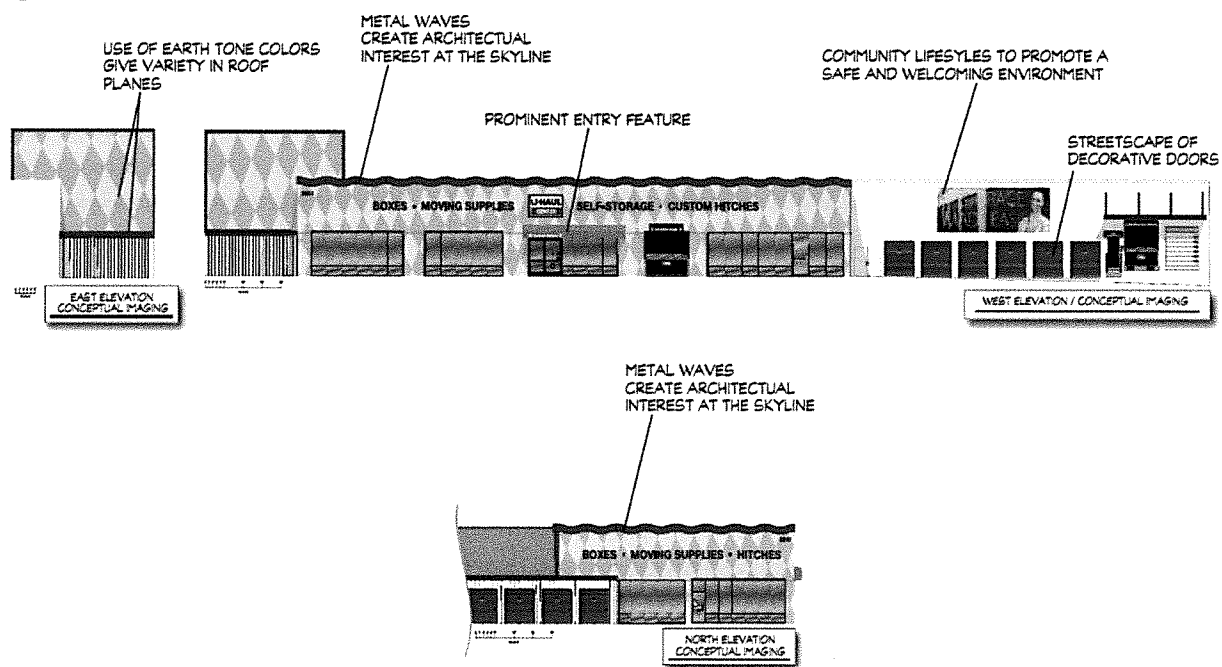
U-Haul is proposing to take a vacant commercial building and renovate it into a productive business that will generate tax revenue and provide jobs. U-Haul moving and storage centers are convenience businesses that provide a unique and valuable service to the community for its self storage and moving needs. Our business plan is to serve the needs of the neighborhood, create stability in business, and strengthen the City's tax base.



Since this is an existing commercial center, the proposed self storage facility is consistent with the character and intent of the district. The approval of the zoning text amendment will give U-Haul the ability to build a state of the art climate controlled self-storage facility that will conform to the City's building, zoning, and development codes.

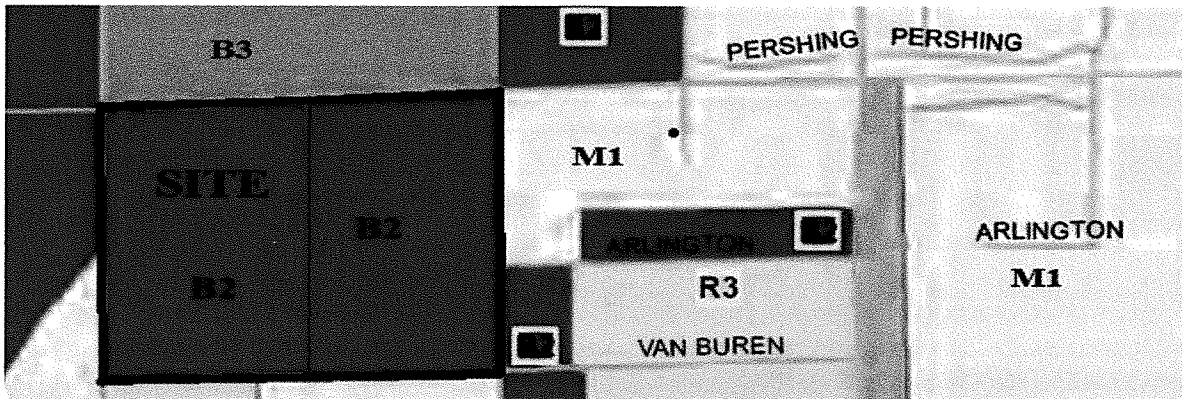


As illustrated, U-Haul proposes a well designed site plan and building elevation for a suitable low intensity industrial use in the area. The development will provide essential storage solutions for surrounding neighborhoods and a valuable service. By providing these services, the proposed rezone will contribute to the welfare of the community and adjacent properties. In addition, it will benefit the community by taking an unremarkable, vacant commercial property and turning it into a productive business.



LAND USE & ZONING

According to the City of Decatur zoning map below, the proposed site is currently zoned B-2 (Commercial District). In this district, automobile and equipment dealers including automobile and truck rentals are permitted but not self-storage facilities. Hence, a rezone to M-1 is required in order for U-Haul to open business operations.



The zoning map also illustrates that the majority of the site is surrounded by B2, B3, and M1 districts; therefore, U-Haul is compatible with the mixture of industrial and commercial services that now exist in the area. As outlined below, the proposed self storage facility is also in accord with the intent of the M1 uses.

Per *City of Decatur Zoning Ordinance Section XVI-A*, the following uses are permitted within the M-1 (Intense Commercial - Light Industrial) district:

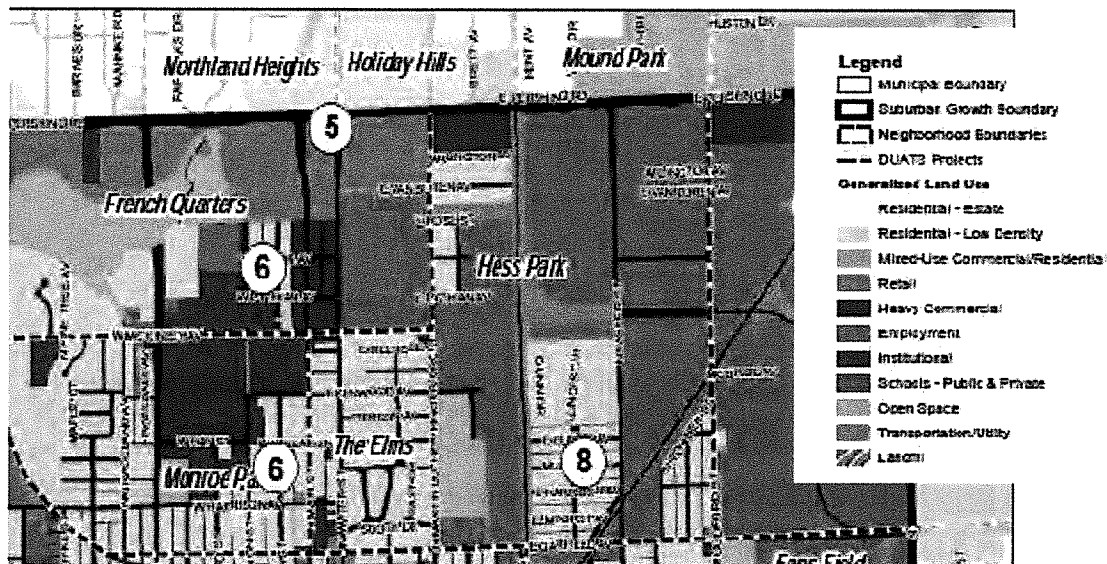
- ^ Automobile and Equipment Dealers
- ^ Automobile Repair and Service, major and minor
- ^ Self-storage facility, or mini-warehouse
- ^ Storage, enclosed
- ^ Professional office uses
- ^ Retail Uses
- ^ Rental establishments
- ^ Warehouse, private or distribution facilities

It is evident that the M-1 zoning district will most appropriately serve U-Haul operations. Overall, the site design provides a variety of storage uses with minimal impact to the surrounding neighborhood while complying with all of the development standards of the Light Industrial use.

Consequently, we respectfully request staff approval of the Rezone application in order to renovate the existing structure into a U-Haul Center including an interior climate controlled self-storage facility, equipment rentals, warehouse, retail (showroom), and delivery and receiving bays.

COMPREHENSIVE PLAN

Based on the 2009 Macon County and Decatur Comprehensive Plan, the existing shopping center is located in District 7. The Comprehensive Plan designates the proposed site and several others in the immediate vicinity as Retail. This is an existing shopping center and meets this requirement.



District 7: Comprehensive Plan Map

Key Development Strategy: “to encourage development that will foster economic activity and provide opportunities for employment...”

The subject property has been vacant for approximately ten years and is surrounded by a series of under utilized commercial parcels, shopping centers, and plazas. AMERCO is proposing to convert the vacant parcel into a U-Haul Interior Climate Controlled Self-Storage and Moving Center that will foster economic activity.

Since 1945, U-Haul has been serving do-it-yourself movers and their households. AMERCO Real Estate Company (AREC), the parent company of U-Haul International, is looking to purchase retail centers for U-Haul with mixed-use commercial components. Our plan of redevelopment advocates adaptive re-use and revitalization. We promote the value of balancing commercial use types by proposing a U-Haul Moving and Storage Store; and using a portion of our property for retail tenants. This is the business plan for this shopping center.

AREC has three ways of acquiring locations for U-Haul Moving and Storage; purchasing bare land for building ground-up structures, purchasing existing self-storage buildings, or redeveloping an existing centers. Sustainability is a core value of AREC and we see opportunity and potential with under utilized vacant buildings. U-Haul is committed to being an integral and contributing member of the community. We breathe new life into the communities with our mixed-use policy and tenant retention, and make it a priority to have quality redeveloped centers.

We have a long and proud history of taking under utilized, unused commercial and office properties and turning them into productive businesses which generate tax revenue, provide jobs, and help to promote infill development. This business plan also preserves natural resources and land normally required for new construction while providing a valuable service to the area. In conclusion, the proposed development meets the Comprehensive Plan's Key Development Strategy by encouraging development, fostering economic activity, and providing opportunities for employment.

SURROUNDING COMMUNITY

The exhibit below illustrates that the immediately surrounding properties consist of a mix of commercial and industrial uses. The mixed commercial quality of the surrounding parcels exemplifies that the proposed Rezone will not have a substantial adverse impact on the aesthetic character of the area. Thus, the proposed self-storage facility is a suitable use for the existing shopping center.



Staff & Hours of Operation

In a typical day at U-Haul, the center will be staffed with a general manager and six to eight customer service representatives. Families will generally arrive, enter the showroom, and choose from a variety of products and services. Our intent is to build a state of the art facility with internal climate controlled self-storage. The hours of operation are as follows:

Monday - Thursday	7:00 a.m. to 7:00 p.m.
Friday	7:00 a.m. to 8:00 p.m.
Saturday	7:00 a.m. to 7:00 p.m.
Sunday	9:00 a.m. to 5:00 p.m.

The new self-storage building will provide families the choice of storing furniture, household goods, sporting equipment or holiday decorations in an interior climate control self-storage unit. The standard floor plan includes various storage room sizes including 5'x5', 5'x10', 10'x10' and 10'x15' components. In addition, the new storage facility is designed with interior storage room access, giving the customer the added value of increased security, and the community the benefit of a reduction of noise and a more aesthetically pleasing exterior. Services also include:

- U-Haul moving and storage centers also rent trucks, vans, and trailers for household moving, either in-town or across country.
- U-Haul provides a wide array of packing and shipping supplies: including cartons, tape, and packing materials.
- U-Haul has a wide variety of hitch and towing packages all of which can be installed on-site. Families who tow trailers, boats, or recreational trailers benefit from this invaluable service.

Standard Policies

- All U-Haul storage customers are issued a card-swipe identification card which must be used to gain access to their room. This is but one of many security policies which protect the customer's belongings and decrease the ability of unauthorized access to the facility.
- It is against policy for residential and commercial uses to be conducted in a U-Haul storage room.
- Customers and community residents who wish to use the on-site dumpsters for disposing of refuse must gain permission to do so, and are assessed an additional fee.
- Items which may not be stored include: chemicals, flammables, and paints.
- U-Haul facilities are protected by 24-hour video surveillance for security.

CONCLUSION

For more than seventy years, U-Haul has incorporated sustainable practices into its everyday operations. Today we remain focused on reducing waste and are dedicated to manufacturing reusable components and recyclable products. Our commitment to sustainability, through our products, services, and design philosophy, has helped us to reduce our impact on the environment. At U-Haul, we are committed to sustainable development through environmental protection, social responsibility, and economic efficiency.

Every year U-Haul develops many properties across the United States and Canada – from ground-up projects to existing building remodels like this one. All projects utilize sustainable building techniques – from site selection in high-growth areas to using recyclable building materials where possible. We have made much headway into introducing sustainable building practices in the building and remodeling of our projects and more innovative design techniques available for our site planning. The development of this vacant property is a prime example of creating the greatest level of net new, sustainable commercial revenue in the City.

We would again like to request the approval from the City of Decatur staff to allow the rezoning of this existing vacant property from B-2 to M-1. This will allow us to renovate and convert this property into an interior self-storage facility and open our business to serve the moving and storage needs of the community.

13. EASEMENT GRANTED TO ALBERT ROSE AND LYNN CARPENTERS, THEIR SUCCESSORS AND ASSIGNS, FOR THE EJECTION AND MAINTENANCE OF AN ELECTRIC POWER LINE AS CONTAINED IN GRANT RECEIVED APRIL 23, 1939 AS DOCUMENT 100190 IN BOOK 134 AND THE TERMS AND PROVISIONS CONTAINED THEREIN, (AFFECTS, AS SHOWN)
14. EASEMENT GRANTED TO ALBERT ROSE AND LYNN CARPENTERS, THEIR SUCCESSORS AND ASSIGNS, FOR UTILITY PURPOSES TOGETHER WITH POINT OF ACCESS THEREIN AS CONTAINED IN GRANT RECEIVED APRIL 23, 1939 AS DOCUMENT 100190 IN BOOK 134 AND THE TERMS AND PROVISIONS CONTAINED THEREIN, (AFFECTS, AS SHOWN)
15. EASEMENT GRANTED TO ALBERT ROSE AND LYNN CARPENTERS, THEIR SUCCESSORS AND ASSIGNS, FOR UTILITY PURPOSES TOGETHER WITH POINT OF ACCESS THEREIN AS CONTAINED IN GRANT RECEIVED APRIL 23, 1939 IN BOOK 134, PAGE 236 AS EASEMENT AGREEMENT AS AMENDED BY AGREEMENT FILED APRIL 22, 1939 AS DOCUMENT 100190 IN BOOK 134, PAGE 1441 PAGE 875 AND THE TERMS AND PROVISIONS CONTAINED THEREIN, (AFFECTS, AS SHOWN)
16. EASEMENT GRANTED TO THE CITY OF TAVELAR, RECORD RECEIVED OCTOBER 16, 1939 IN BOOK 134A PAGE 100 AS DOCUMENT TOWNTY TO CONSTITUTE A DEED WITH POINT OF ACCESS THEREIN, AND THE TERMS AND PROVISIONS CONTAINED THEREIN, (AFFECTS, AS SHOWN)
17. POINTS OF TERMINATION FOR DECATUR PARTIES CELESTINE AND ANDREW TOWN, THEIR HEIRESS, FOR THE EJECTION AND MAINTENANCE OF A POWER LINE AND POINT OF A CERTAIN EASEMENT BETWEEN SAID CELESTINE TOWN AND SAID ANDREW TOWN, AS RECEIVED JANUARY 1, 1937 IN BOOK 144A PAGE 236 AS DOCUMENT 703339 FOR A FUTURE EASEMENT IN BOOK 144A PAGE 100 AND THE TERMS AND PROVISIONS CONTAINED THEREIN, (AFFECTS, AS SHOWN)
18. EASEMENT GRANTED TO THE TAVELAR PARTIES CELESTINE AND ANDREW TOWN, THEIR HEIRESS, FOR THE EJECTION AND MAINTENANCE OF A POWER LINE AND POINT OF A CERTAIN EASEMENT BETWEEN SAID CELESTINE TOWN AND SAID ANDREW TOWN, AS RECEIVED JANUARY 1, 1937 IN BOOK 144A PAGE 236 AS DOCUMENT 703339 FOR A FUTURE EASEMENT IN BOOK 144A PAGE 100 AND THE TERMS AND PROVISIONS CONTAINED THEREIN, (AFFECTS, AS SHOWN)
19. EASEMENT GRANTED TO THE TAVELAR PARTIES CELESTINE AND ANDREW TOWN, THEIR HEIRESS, FOR THE EJECTION AND MAINTENANCE OF A POWER LINE AND POINT OF A CERTAIN EASEMENT BETWEEN SAID CELESTINE TOWN AND SAID ANDREW TOWN, AS RECEIVED JANUARY 1, 1937 IN BOOK 144A PAGE 236 AS DOCUMENT 703339 FOR A FUTURE EASEMENT IN BOOK 144A PAGE 100 AND THE TERMS AND PROVISIONS CONTAINED THEREIN, (AFFECTS, AS SHOWN)
20. POINT OF EASEMENT FOR VEHICULAR ENTRANCE AND EXIT AND FOR THE PASSAGE OF VEHICLES AS CONTAINED IN EASEMENT AGREEMENT RECEIVED APRIL 23, 1939 AS DOCUMENT 100190 IN BOOK 134 AND PAGE 141 AND THE TERMS AND PROVISIONS CONTAINED THEREIN, (AFFECTS, AS SHOWN)
21. EASEMENT FOR A PERPETUAL NON-EXCLUSIVE EASEMENT FOR VEHICULAR ACCESS OVER AND ACROSS A ROADWAY AS AFFA AS CONTAINED IN GRANT RELEASED SEPTEMBER 28, 1939 AS DOCUMENT 1527716 IN BOOK 204A PAGE 116 AND THE TERMS AND PROVISIONS CONTAINED THEREIN, (AFFECTS, AS SHOWN)
22. POINT OF EASEMENT FOR VEHICULAR ENTRANCE AND EXIT FOR THE PASSAGE OF VEHICLES AS CONTAINED IN EASEMENT AGREEMENT RECEIVED APRIL 23, 1939 AS DOCUMENT 100190 IN BOOK 134, PAGE 141, AS SHOWN

② COMPLETE WALL WAS APPROACHED THE EAST PROPERTY LINE BY AT LEAST 6.2"

1. NO UNDERGROUND UTILITIES ARE SHOWN ON THIS SURVEY, ONLY ABOVE GROUND VISIBLE EVIDENCE OF UTILITIES ARE SHOWN.

2. ALL UTILITIES WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, PARKING, EASEMENTS, SERVITUDES, AND ENCROACHMENTS, ARE BASED SOLELY ON ABOVE GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY STATED WITHIN THIS CERTIFICATION AND HEREON.

3. NO VISIBLE EVIDENCE OF CEMETERIES OR SUBJECT PROPERTY.

4. THE SUBJECT PROPERTY IS CONTIGUOUS WITH NORTH WATER STREET, VAN BUREN AVENUE & MARTIN LUTHER KING JR DRIVE BEING DEDICATED PUBLIC STREETS OR HIGHWAYS WITH NO GAPS, GORES OR OVERLAPS.

5. NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADJUSTMENTS WITHIN RECENT MONTHS.

6. NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

7. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FILE NO. NCS-436365-CH2 WITH AN EFFECTIVE DATE OF MAY 06, 2010.

8. THE PARCELS CONTAINED IN THE LEGAL DESCRIPTION ARE CONTIGUOUS WITHOUT ANY GAPS, GORES OR OVERLAPS.

9. NO APPARENT CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED, AND NO EVIDENCE OF ANY CONSTRUCTION OR NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.

BEARINGS SHOWN HEREON ARE BASED ON THE WEST
RIGHT-OF-WAY LINE ILLINOIS TERMINAL RAILROAD NOW
BEING MARTIN LUTHER KING DRIVE, AS BEING N
00°00'00" E. PER DEED BOOK 2946, PAGE 617.

REGULAR= 793 HANDICAP= 16
TOTAL=809

POB	POINT OF BEGINNING
SE	SEWER MANHOLE
WUM	UNDERGROUND GAS MARKER
GRV	GAS RELEASE VALVE
↑	TRAFFIC LIGHT ARROW
↑	WATER POLE
⊗	FIRE HYDRANT
⊗	HANDICAP SPACE
⊗	STORM MANHOLE
⊗	LIGHT POLE
-OHU-	OVERHEAD UTILITY LINE
↓	SIGN
○	YARD MANHOLE
○	WIRE
TER	TELEPHONE RISER
USE	UNDERGROUND ELECTRIC CONDUIT
GV	GAS VALVE
GV	CURB INLET
(D)	FED. LEGAL DESCRIPTION
⊗	BOLLARD
⊗	NO PARKING
CO	WATER VALVE
MB	CLEAN OUT
MB	MAIL BOX
EXP	EDGE OF PAVEMENT
IN	2" DIAMETER INTAKE
UO	UNDERGROUND GAS
FOG	FLAME CAPPED
YD	YARD DRAIN
EM	GAS METER
⊗	ELECTRIC METER
⊗	CONCRETE

THE SOUTH 10.87 CHAINS OF THE NORTH 17.45 1/2 CHAINS OF THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT-OF-WAY LINE OF THE ILLINOIS TERMINAL RAILROAD EXCEPT THE SOUTH 207.1 FEET THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF NORTH WATER STREET, SAID POINT BEING 32 FEET WEST AND 43.5 FEET SOUTH OF THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 51.0 FEET ALONG SAID EAST LINE OF NORTH WATER STREET TO THE NORTH LINE OF VAN BUREN AVENUE; THENCE EAST 15.0 FEET ALONG SAID NORTH LINE OF VAN BUREN AVENUE TO THE WEST RIGHT-OF-WAY LINE OF THE ILLINOIS TERMINAL RAILROAD; THENCE NORTH 51.0 FEET ALONG SAID WEST RIGHT-OF-WAY LINE OF ILLINOIS TERMINAL RAILROAD TO A POINT 43.0 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 2; THENCE WEST 1207.43 FEET TO THE PLACE OF BEGINNING.

EXCEPT BEGINNING AT A POINT 43.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 2, AND GOING TO THE EAST OF THE CENTER LINE OF THE EXISTING IMPROVEMENT TO NORTH WATER STREET, DECATUR, ILLINOIS, THENCE SOUTH 174.84 FEET ALONG A LINE PARALLEL WITH THE CENTER LINE OF SAID NORTH WATER STREET; THENCE DEFLECTING TO THE EAST 45° 45' 00" TO A POINT OF DEFLECTING TO THE SOUTH 45° A DISTANCE OF 55.0 FEET; THENCE DEFLECTING TO THE WEST 45° A DISTANCE OF 48.08 FEET; THENCE SOUTH 218.41 FEET ALONG A LINE PARALLEL WITH AND 50 FEET EAST OF THE CENTER LINE OF SAID NORTH WATER STREET TO THE NORTH LINE OF VAN BUREN AVENUE; THENCE WEST 15.02 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH WATER STREET; THENCE NORTH 51.0 FEET ALONG THE EAST RIGHT-OF-WAY LINE; THENCE EAST 26.46 FEET TO THE PLACE OF BEGINNING IN MACON COUNTY, ILLINOIS.

PARCEL II:

ALL THOSE CERTAIN EASEMENTS AND RIGHT-OF-WAY GRANTED AND CREATED BY AND SET FORTH IN THE FOLLOWING TWO DOCUMENTS:

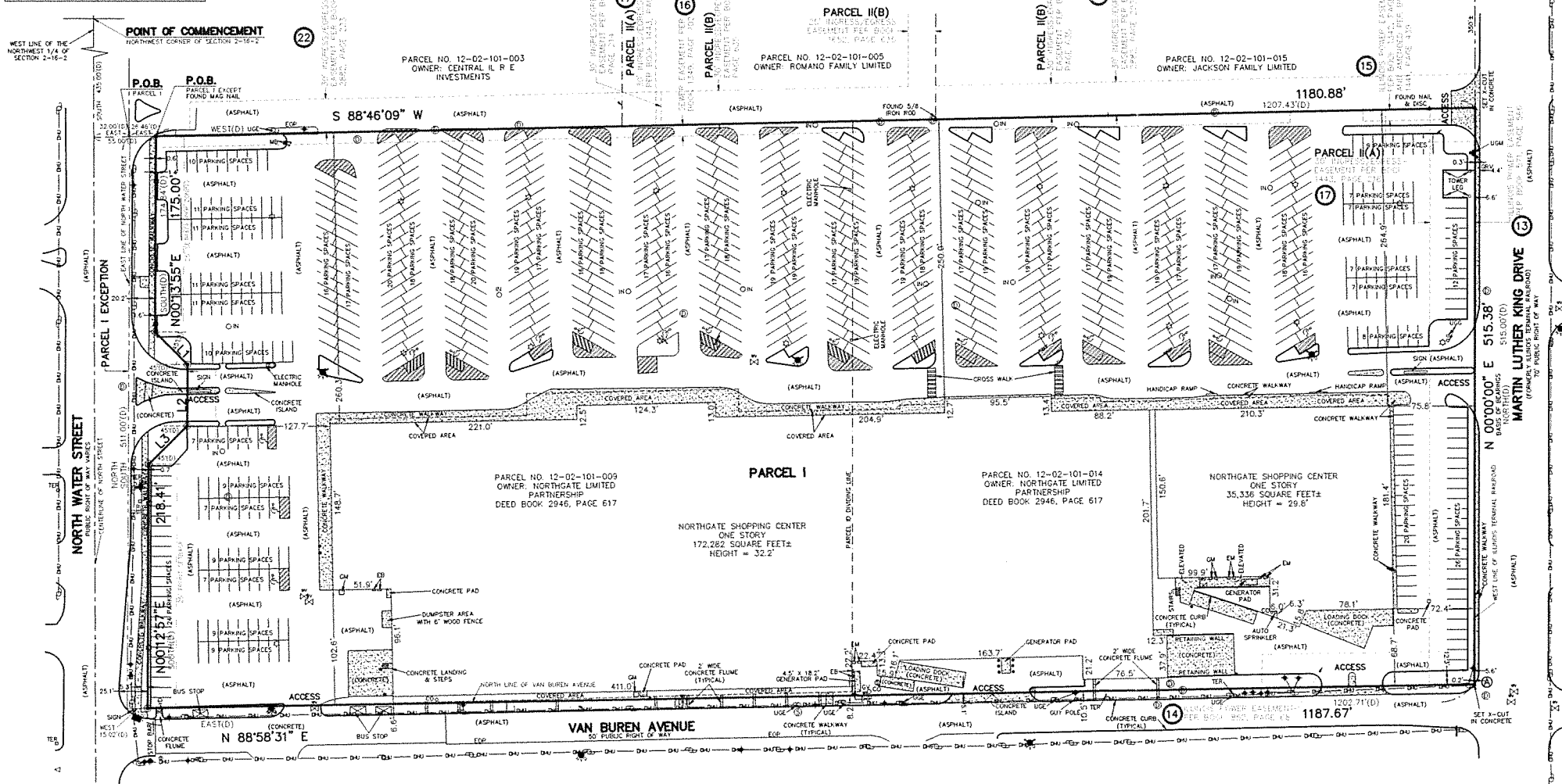
(A) AGREEMENT MADE AND ENTERED INTO NOVEMBER 3, 1962 BY AND BETWEEN THE NORTHWEST BANK OF ILLINOIS, AN ILLINOIS BANKING CORPORATION, CREDIT PROPERTIES, INC., A DELAWARE CORPORATION, NORTHSHORE DEVELOPMENT CORPORATION, AN ILLINOIS CORPORATION, AND GREGORY FORD, IN WHICH AGREEMENT WAS FILED AND RECORDED JANUARY 14, 1963 AS DOCUMENT NO. 763029 IN BOOK 1443, PAGE 216.

(B) EASEMENT AGREEMENT MADE AND ENTERED INTO JANUARY 17, 1969 BY AND BETWEEN THE NORTHWEST BANK OF DECATUR, ILLINOIS, CREDIT PROPERTIES, INC., AND NORTHWATSON FORD, INC., A DELAWARE CORPORATION, IN WHICH AGREEMENT WAS FILED AND RECORDED AS DOCUMENT NO. 870232 IN BOOK 1652, PAGE 635.

THE PROPERTY HEREBY DESCRIBED IS THE SAME AS THE PERTINENT PROPERTY AS DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FILE NO. NC5-436365-CH2 WITH AN EFFECTIVE DATE OF MAY 06, 2010.

NO.	DATE	REVISION
1.	4/23/10	CLIENT COMMENTS
2.	6/14/10	CLIENT COMMENTS
3.		
4.		
5.		

LINE	BEARING	DISTANCE
L1	EAST 45°	41.01'
L2	SOUTH	55.00'
L3	WEST 45°	48.08'



NOTE: ALL BOUNDARY CALLS ARE AS MEASURED, UNLESS OTHERWISE NOTED.

SURVEYOR'S CERTIFICATE:

TO U.S. BANK NATIONAL ASSOCIATION, AS SUCCESSOR TO HORMEST BANK MINNESOTA, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF 1991-1992 COMMERCIAL MORTGAGE SECURITIES, INC. COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2000-C1, FIRST AMERICAN TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005, AND INCLUDES ITEMS 1, 2, 3, 4, 6, 7(A), 7(B)(1), 7(C), 8, 9, 10, 11(A), 13, 14, 16, 17, AND 18 OF TABLE A THEREOF PURSUANT TO THE ACCOUNTING STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION. CERTIFICATION FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF ILLINOIS, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

REGISTERED SURVEYOR: WAYNE SCHULTZ
PROFESSIONAL LAND SURVEYOR NO. 035-000589
STATE OF ILLINOIS
DATE OF SURVEY: 6/09/10
DATE OF LAST REVISION: 6/28/11
DATE PRINTED: 6/29/11
PROJECT NO.: 0033102
SURVEY PREPARED BY:
AMERICAN SURVEYING AND MAPPING
1030 N. ORLANDO AVE., SUITE B
WINTER PARK, FL 32789
PHONE: (407) 426-7979
FAX: (407) 426-9741

6-29-11
DATE: _____

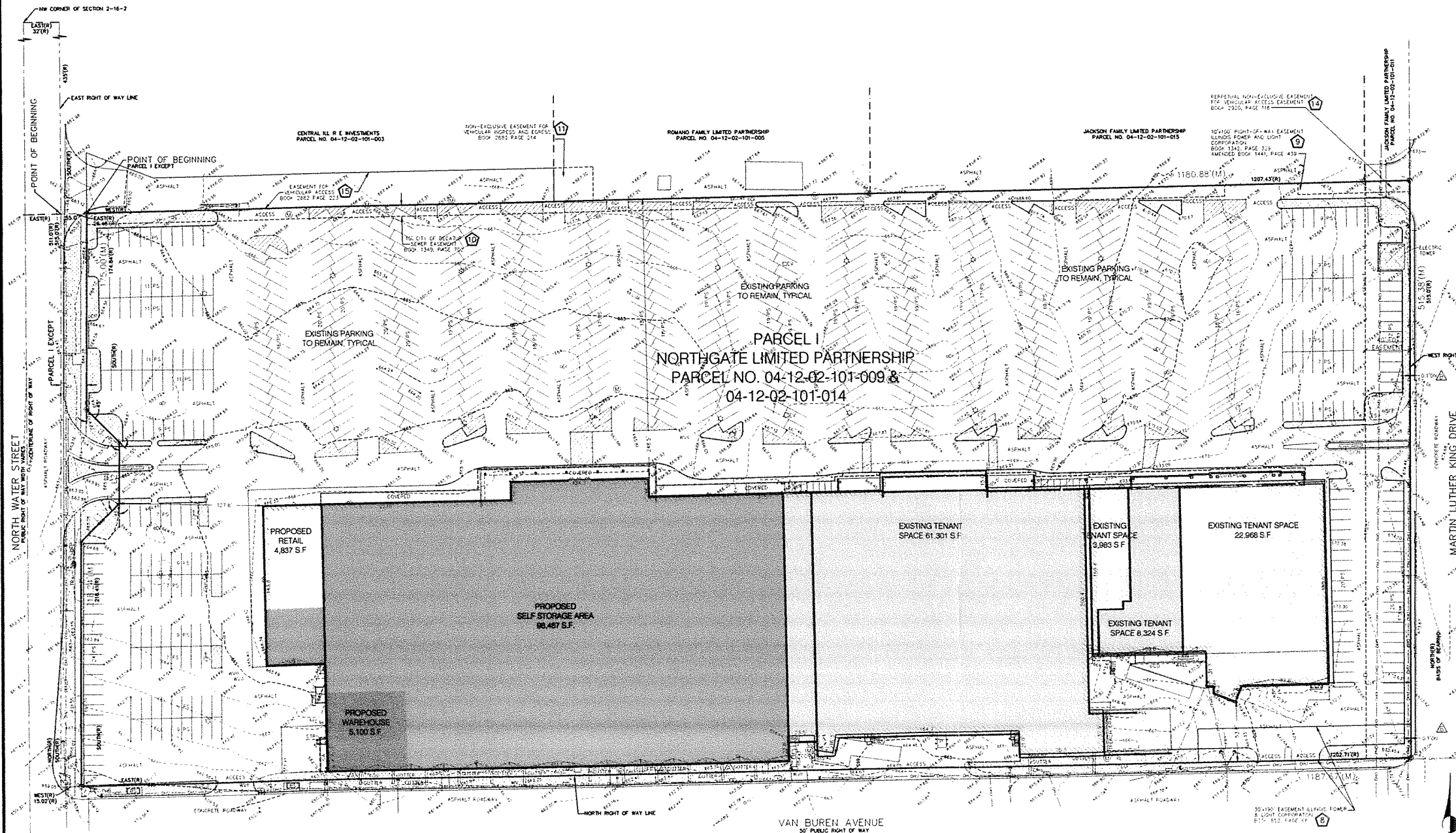
ORTHGATE SHOPPING CENTER
1800 NORTH WATER STREET
DECATUR, ILLINOIS 62526

17330 Preston Road, Suite 150A
Dallas, Texas 75252
P: (469) 737-7000 F: (469) 737-7070

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SHEET
1 OF 1

PROJECT NUMBER
101850



AERIAL SCALE: NTS

MUNICIPALITY:	CITY OF DECATUR, IL
APN	04-12-02-101-009 AND 01-12-02-101-104
ZONE	B-2 COMMERCIAL DISTRICT
ADDRESS	PERSHING NORTHGATE SHOPPING CENTER 2800 N WATER STREET, DECATUR IL 62526
SETBACKS:	B-2 DISTRICT FRONT 25'-0" SIDE 0'-0", 5'-0" RESIDENTIAL REAR 0'-0", 25'-0" RESIDENTIAL
HEIGHT	3 STORIES, 45 FT (MAX)
SETBACKS	FRONT 15'-0" SIDE 5'-0" REAR 5'-0"
BUILDING AREA	NEW SELF-STORAGE 94,467 SQ. FT. NEW WAREHOUSE 5,100 SQ. FT. NEW RETAIL 4,837 SQ. FT. TENANT SPACES TO REMAIN AS-IS
LANDSCAPE:.	EXISTING LANDSCAPING TO REMAIN
PARKING REQUIREMENTS:	
-SELF-STORAGE	3SP + 1SP/EMPLOYEE, PLUS 10 FEET LANE ALONG WITH THE MINIMUM REQUIRED TRAFFIC LANE SERVING THE STORAGE UNITS
-RETAIL	1SP/200 GFA
-WAREHOUSE	1SP/2 EMPLOYEES, PLUS SPACE TO ACCOMMODATE ALL TRUCKS/ VEHICLES USED IN CONNECTION
PROPOSED REQUIRED:	30 SPACES RETAIL 4,837/ 200 = 24 SPACES WAREHOUSE = 1 SPACE SELF STORAGE = 5 SPACES
EXISTING TENANT REOD	483 SPACES RETAIL 96,576/ 200 = 483 SPACES
TOTAL REQUIRED	513 SPACES
TOTAL PROVIDED EXISTING PARKING TO REMAIN	854 SPACE 8 HANDICAP 846 REGULAR SPACES

GENERAL NOTES:

REVISIONS:

NO.	DATE	REVISIONS
1	04/11/16	Prezone submittal

PROFESSIONAL SEAL:

ARCHITECT LOGO:

AMERCO
REAL ESTATE COMPANY

CONSTRUCTION DEPARTMENT
2727 NORTH CENTRAL AVENUE
PHOENIX, ARIZONA 85004
P: (602) 263-6502

SITE ADDRESS:
U-HAUL OF SOY CITY
2800 N WATER STREET
DECATUR IL 62526

SHEET CONTENTS:
CONCEPTUAL
SITE PLAN

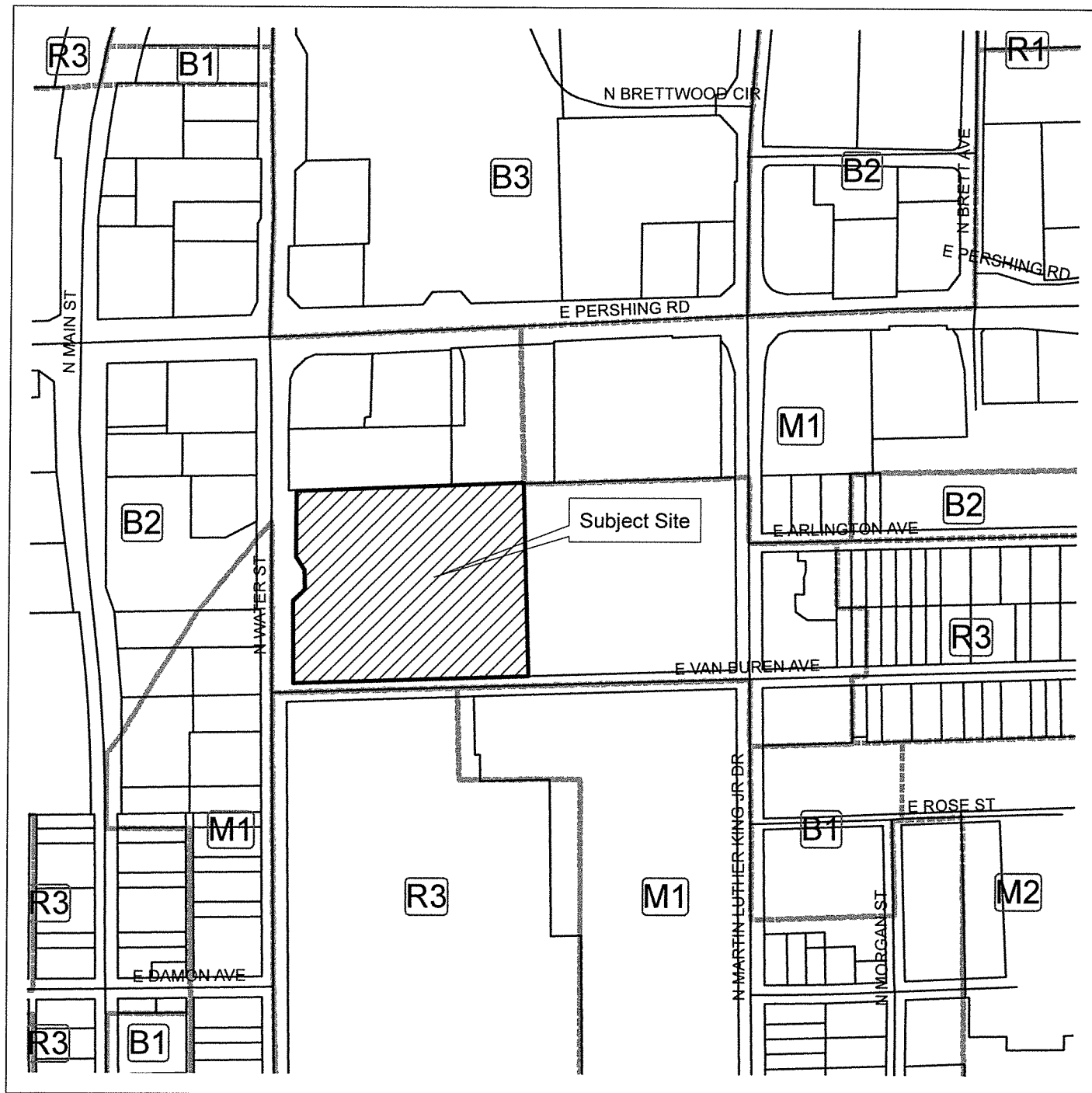
760071

DRAWN:	AB
CHECKED:	NH
DATE:	03/23/2016

760071A.DWG

Decatur City Plan Commission

2800 North Water Street



Cal. No.: 16-13

Date: May 5, 2016

Petition of: Aaron Freeman, MCP

Requested Action: Rezone to M-1 Intense
Commercial/Light Industrial District

0 250 500 1,000
Feet



Legend

- Decatur Roads
- subject site
- Decatur Parcel data
- Decatur Zoning

STAFF REPORT
Decatur City Plan Commission

COMMON NAME: 2800 North Water Street

GENERAL INFORMATION

Hearing Date May 5, 2016
Calendar No. 16-13
Property Location 2800 North Water Street
Requested Action Rezone from B-2 Commercial District to M-1 Intense Commercial/Light Industrial District
Petitioner Aaron Freeman, MCP

LAND USE AND ZONING

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Commercial	B-2	Retail
North	Commercial	B-2	Retail
South	School/Utilities	R-3,M-1	Schools, Employment
East	Commercial	B-2	Retail
West	Commercial	B-2	Retail

BACKGROUND

1. The subject site located at 2800 North Water Street is currently zoned B-2 Commercial District and consists of approximately 6.9 acres. The western half of a commercial strip center is located on the subject site.
2. In December of 2015, the City Council voted to approve the rezoning of the eastern half of the commercial strip center from M-1 Intense Commercial/Light Industrial District to B-2 Commercial District so that the entire commercial strip center is located in the same zoning district and to allow for all those uses permitted in the B-2 Commercial District.

PROJECT DESCRIPTION

1. The petitioner proposes to rezone the western half of the commercial strip center from B-2 Commercial District to M-1 Intense Commercial/Light Industrial District which would allow for all those uses permitted in the M-1 Intense Commercial/Light Industrial District.

STAFF ANALYSIS

1. Rezoning the site from to B-2 Commercial District to M-1 Intense Commercial/Light Industrial District will increase the intensity of the uses permitted on the site and could create adverse effects on the adjacent properties and the City as a whole. It will also create a situation where half of the commercial strip center is in another zoning district which was a reason to rezone the eastern portion of the commercial strip center to B-2 Commercial District in December of 2015 so that the entire center would be in the B-2 Commercial District which is the highest and best use for this site.

2. Additionally, the City has in recent years made efforts to promote this corridor as Commercial/retail, providing Enterprise Zone incentives for retail development both here and along Eldorado St. It represents one of the city's most heavily traveled corridors and currently stands ripe for retail redevelopment. Both corridors currently facilitate high traffic counts, infrastructure is in place for development, they are highly visible and represent areas that can provide the best return for our investment of incentives. This site has for decades existed as a retail center.
3. The adjacent zoning includes B-2 Commercial District to the north, east and west and R-3 Single Family Residence District to the south and M-1 Intense Commercial-Light Industrial District to the south. The M-1 Intense Commercial/Light Industrial District is not consistent with the intent of the Macon County and Decatur Comprehensive Plan which shows this site as Retail. The currently permitted uses of the B-2 District are compatible with both the adjacent uses and zoning districts. There are many uses that are permitted in the M-1 Intense Commercial/Light Industrial District that are not compatible with the adjacent land uses and zoning districts.
4. Rezoning this site to M-1 Intense Commercial/Light Industrial District risks changing the character of the entire commercial shopping center site as well as a major retail corridor in the city.

STAFF RECOMMENDATION

1. Staff recommends denial of the rezoning.

PLAN COMMISSION ACTION

1. Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 16-13 to the City Council with a recommendation for denial is suggested.

The above report constitutes the testimony and recommendation of the Planning and Sustainability Division, Department of Planning and Building Services, City of Decatur.

Suzan M. Stickle
Senior Planner

ATTACHMENTS

1. Petition
2. Location Map

Excerpts from Plan Commission Meeting of May 5, 2016:

Cal. No. 16-13

Petition of AARON FREEMAN, MCP, to rezone property located at 2800 NORTH WATER STREET from B-2 Commercial District to M-1 Intense Commercial/Light Industrial District.

Ms. Stickle presented the recommendation of staff:

The subject site located at 2800 North Water Street is currently zoned B-2 Commercial District and consists of approximately 6.9 acres. The western half of a commercial strip center is located on the subject site.

In December of 2015, the City Council voted to approve the rezoning of the eastern half of the commercial strip center from M-1 Intense Commercial/Light Industrial District to B-2 Commercial District so that the entire commercial strip center is located in the same zoning district and to allow for all those uses permitted in the B-2 Commercial District.

The petitioner proposes to rezone the western half of the commercial strip center from B-2 Commercial District to M-1 Intense Commercial/Light Industrial District which would allow for all those uses permitted in the M-1 Intense Commercial/Light Industrial District.

Rezoning the site from B-2 Commercial District to M-1 Intense Commercial/Light Industrial District will increase the intensity of the uses permitted on the site and could create adverse effects on the adjacent properties and the City as a whole. It will also create a situation where half of the commercial strip center is in another zoning district which was a reason to rezone the eastern portion of the commercial strip center to B-2 Commercial District in December of 2015 so that the entire center would be in the B-2 Commercial District which is the highest and best use for this site.

Additionally, the City has in recent years made efforts to promote this corridor as Commercial/Retail, providing Enterprise Zone incentives for retail development both here and along Eldorado Street. It represents one of the city's most heavily traveled corridors and currently stands ripe for retail redevelopment. Both corridors currently facilitate high traffic counts, infrastructure is in place for development, they are highly visible and represent areas that can provide the best return for our investment of incentives. This site has for decades existed as a retail center.

The adjacent zoning includes B-2 Commercial District to the north, east and west and R-3 Single Family Residence District to the south and M-1 Intense Commercial-Light Industrial District to the south. The M-1 Intense Commercial/Light Industrial District is not consistent with the intent of the Macon County and Decatur Comprehensive Plan which shows this site as Retail. The currently permitted uses of the B-2 District are compatible with both the adjacent uses and zoning districts. There are many uses that are permitted in the M-1 Intense Commercial/Light Industrial District that are not compatible with the adjacent land uses and zoning districts.

Rezoning this site to M-1 Intense Commercial/Light Industrial District risks changing the character of the entire commercial shopping center site as well as a major retail corridor in the city.

Staff recommends denial of the rezoning.

Excerpts from Plan Commission Meeting of May 5, 2016 continued:

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 16-11 to the City Council with a recommendation for denial is suggested.

Mr. Kent Newton asked if there were any less inclusive ways to accomplish what the developer is seeking. Ms. Stickle said not to her knowledge.

Mr. Aaron Freeman, representative, was sworn in by Mrs. Poland.

Mr. Freeman stated he is respectfully asking approval for the rezoning of 2800 North Water Street. U-Haul has owned the property that was zoned B-2 and M-1 since December 15, 2015. The property was purchased for truck rental, indoor storage as well retail sales. On December 21, 2015, the City Council voted to consolidate the zoning to only B-2. U-Haul only wants to bring business to the area. The east side of the site is earmarked for retail outlets and the other side for U-Haul.

Mr. Newton asked what type of tax revenue would be generated from the business. Mr. Freeman said tax would be generated from retail sales and their smaller fleet rentals.

Mr. Terry Smith asked where the rental units would be stored. Mr. Freeman said the vehicles would be stored in the front and side of the building.

Mr. Bruce Frantz asked if the storage would be along North Water Street. Mr. Freeman said it would be behind and inside the old Hollywood Video.

Chairman Livingston asked if this would take up a portion of the old K's Merchandise Mart or if there was a barrier. Mr. Freeman said there are two (2) barriers. The old Hollywood Video would be the retail showroom and K's Merchandise Mart would be the interior climate controlled storage.

Mr. Ed Harris asked if there would be outdoor container storage. Mr. Freeman stated it would all be inside, the only storage outside would be cars and trucks.

Mr. Freeman shared pictures of current U-Haul sites to the Commission.

It was moved and seconded (Harris/Clevenger) to forward Calendar No. 16-13 to the City Council with a recommendation for approval as requested by the petitioner. Motion carried unanimously.

760071 Decatur, IL SW View

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760071 Decatur, IL SW View

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U-HAUL®

FACILITY IMAGING



***U-Haul Moving & Storage at Allen Road
Imaging & Signage Specifications
760028 Peoria, IL***

RE-ISSUED 01/14/2016

Neighborhood U-Haul Center 1710 R. T. Dunn Rd









Police Department

DATE: 6/7/2016

MEMO: 16-38

TO: The Honorable Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager
James E. Getz Jr., Interim Chief of Police

SUBJECT: The purpose of this memorandum is to inform the Mayor and City Council of the application for the 2016 Justice Administration Grant (JAG) offered through the Bureau of Justice Assistance (BJA). The JAG has replaced the Local Law Enforcement Block Grant (LLEBG) that has been in place and utilized by the Decatur Police Department since 1997.

SUMMARY RECOMMENDATION: It is the recommendation of the Decatur Police Department that the council review and approve the program areas listed in the background section of this memo and a Memorandum of Understanding (MOU) be signed between the City of Decatur and Macon County Board to govern the receipt, dispersal and use of the funds received by the 2016 Justice Administration Grant.

BACKGROUND: This is a federal grant for municipal police departments and replaces the Local Law Enforcement Block Grant. This federal grant is administered by the Department of Justice, Bureau of Justice Assistance and passes through the Illinois Criminal Justice Information Authority. The level of funding for this grant is \$30,236.00. However, the County of Macon has applied as a Disparate Jurisdiction to the State of Illinois, Office of the Attorney General and was granted disparate status. An agreement between Sheriff Tom Schneider and Interim Police Chief James Getz was reached and Macon County is receiving \$7,559.00 or 25% of the JAG funds, redirected from City of Decatur funding.

PROJECT DESCRIPTION: The remaining \$22,677.00, are designated for use by the Decatur Police Department. The Decatur Police Department will use the funding on additional foot patrols, bike patrols, and motorized patrols in the areas where the highest number of crimes are being committed. The focus will be on criminal offenders that commit a disproportionate amount of crime in the City of Decatur. The current offering of grant funds through the BJA provides additional funds for continued overtime hire back patrols to enhance the efforts of community policing and crime prevention. The funding will be used to provide overtime hire back for bike patrols and foot patrols for the purpose of crime suppression and drug enforcement.

POTENTIAL OBJECTIONS: No objections are anticipated.

INPUT FROM OTHER SOURCES: Sheriff Tom Schneider and the chairman of the Macon County Board have approved the attached intergovernmental agreement.

STAFF REFERENCE: James E. Getz Jr., Interim Chief of Police, jgetz@decaturil.gov

BUDGET/TIME IMPLICATIONS: The timetable to use the funds is August 1, 2016-August 1, 2018. This grant does not require a cash match.

ATTACHMENTS:

Description	Type
Resolution for 2016 JAG Grant	Resolution Letter
Intergovernmental Agreement	Backup Material

RESOLUTION NO. R2016-_____

**RESOLUTION AUTHORIZING THE EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF MACON AND THE CITY OF DECATUR
FOR DISTRIBUTION OF
2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FUNDS**

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

Section 1. That the Intergovernmental Agreement presented to the City Council between the City of Decatur and the County of Macon regarding disbursement of JAG grant funds be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign, seal, and attest said Intergovernmental Agreement between the City of Decatur and County of Macon.

PRESENTED AND ADOPTED this 20th day of June, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

GMS APPLICATION NUMBER 2016-H3137-IL-DJ

THE STATE OF ILLINOIS
COUNTY OF MACON

KNOW ALL BY THESE PRESENT

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DECATUR, ILLINOIS
AND THE COUNTY OF MACON, ILLINOIS
2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

THIS AGREEMENT is made and entered into this 20th day of June, 2016, by and between The COUNTY OF MACON, acting by and through its governing body, the Macon County Board, hereinafter referred to as "COUNTY", and the CITY of Decatur, acting by and through its governing body, the City Council, hereinafter referred to as "CITY", both of Macon County, State of Illinois, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and,

WHEREAS, the CITY agrees to provide the COUNTY seven-thousand five-hundred and fifty-nine dollars (\$7,559.00) from the JAG award for the Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$7,559.00 of JAG funds.

Section 2.

The City agrees to use \$22,677.00 for hire back overtime costs for crime suppression to include: bike hire back, foot patrols, and additional motorized patrols.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by Illinois statute.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Illinois statute.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

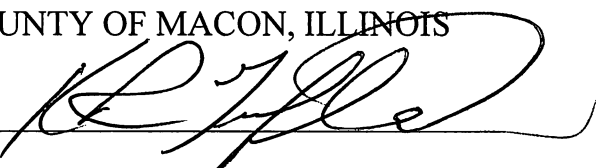
Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

COUNTY OF MACON, ILLINOIS

By: 

Its Chairman of Macon County

CITY OF DECATUR, ILLINOIS

By: _____

Its Mayor

ATTEST:


Sheriff of Macon County

ATTEST:

City Clerk

Water Management

DATE: 6/6/2016

MEMO: WM 2016-07

TO: Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Keith Alexander, Director of Water Management

SUBJECT: Resolution Authorizing a Representative to Sign Loan Documents South Water Treatment Plant Clarifier Conversion City Project W1603

SUMMARY RECOMMENDATION:

Council adopt the attached Resolution authorizing the City Manager to sign the South Water Treatment Plant Clarifier Conversion Project Public Water Supply Loan Program documents.

BACKGROUND:

On February 16, 2016 the City Council authorized an agreement with Crawford, Murphy & Tilly, Inc. to engineer and design the above referenced project. A part of this work is to assist the City prepare the multitude of documents necessary for the City to obtain a Public Water Supply Loan from the State of Illinois for the project. These 20 year term low interest rate loans have been obtained by the City several times in the past to fund water capital projects.

This authorization does not commit the City to obtain a loan for this project. After the project's design and cost estimate are completed later this year, the City Council will then review the project and approve a loan at that time, if so desired.

This authorization is being requested to get the loan application process started, which takes several months to accomplish.

POTENTIAL OBJECTIONS: None foreseen.

STAFF REFERENCE: Keith Alexander, Director of Water Management, 217-424-2863 or kalexander@decaturil.gov

BUDGET/TIME IMPLICATIONS: None

COPY:

Ty Besalke, Crawford, Murphy & Tilly, Inc.
Don Giger, Water Production Operations Supervisor

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. 2016-_____

**RESOLUTION AUTHORIZING A REPRESENTATIVE
TO SIGN LOAN DOCUMENTS
- SOUTH WATER TREATMENT PLANT
CLARIFIER CONVERSION PROJECT -**

WHEREAS, application provisions for loans from the Public Water Supply Loan Program for construction of public water supply facilities require that the City of Decatur authorize a representative to sign the loan application forms and supporting documents.

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

Section 1. That the City Manager, Tim Gleason, be, and he is hereby, authorized to sign all loan application forms and documents on behalf of the City.

PRESENTED AND ADOPTED this 20th day of June, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debbie Bright, City Clerk

Financial Management

DATE: 6/8/2016

MEMO: Letter to Decatur City Council Financial Management Department 2016-08

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Jeff Abbott, Chief of the Decatur Fire Department

SUBJECT: Resolution Authorizing City Manager to Execute Agreement with Dewberry Architects, Inc. for Construction Project Management Services

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution, which authorizes the City Manager to award a Construction Project Management Services contract to Dewberry Architects, Inc. ("Dewberry") for construction project management services concerning the Fire Facility Rehabilitation Initiative.

BACKGROUND:

Consideration of this matter was presented to and discussed with the City Council during a Council Study Session on March 18, 2016.

City Staff was directed to prepare a plan of action to proceed with the Fire Facility Rehabilitation Initiative and to bring such matter to the City Council for approval.

The Dewberry study identified repair and maintenance issues with fire facilities, the result of the "age" of the structures, and recommended certain investment be made to secure the facilities of various structural and mechanical deficiencies that, upon correction, will secure the facilities for cost efficient operation into the foreseeable future.

Furthermore, the Dewberry study identified certain fire facilities as candidates for replacement due to the age of structure and condition, whereby, replacement is a more cost efficient solution for future long term maintenance and operation.

The Dewberry study identified an investment requirement on the order of \$4 million over the next ten (10) years to properly secure facilities, excluding the cost of replacement of those fire facilities where repair and maintenance is long term not sustainable. The additional cost to repair, maintain and secure these facilities is cost prohibitive due to age, condition,

structural deficiency and lacking of ADA compliance.

The estimated cost of replacement of fire facilities requiring replacement is on the order of \$5 to \$6 million.

As such, City Staff has prepared a short and longer term investment approach to secure the fire facilities in the best interests of fire protection for the City and protection of City assets.

The fire facility investment approach is two pronged as follows:

- Commence short term repair and maintenance of fire facilities in those facilities where repair and maintain is the most desirable long term and cost efficient course of action,
- Begin to plan for longer term replacement of fire facilities in those facilities where replacement is the most desirable long term and cost effective course of action.

The short term course of action includes embarking on facility repair and maintenance investment to be conducted over the period of calendar (and fiscal) 2016 and 2017.

This investment would amount to an estimated cost of \$2,127,500, including:

- Facility repair and maintenance estimated cost of \$1,897,500, with details identified in the Dewberry study,
- Project construction and management costs of \$230,000, including Dewberry quoted project management fee of \$217,948 plus \$12,052 of estimated billable incidental costs.

This investment would provide for securing facility repair and maintenance of required matters and exclude repair and maintenance of desired matters, as per the Dewberry study.

The longer term course of action includes embarking on facility replacement to be conducted over the period of 2017, 2018 and 2019.

This investment would amount to an estimated cost approaching \$5+ million, including:

- Facility design, engineering and construction

Project Funding

The City has contemplated this investment in the approval of the 2016 budget, approved by City Council on December 7, 2015 with Council Resolution R2015-131, and with funding provided in the 2015 Tax Levy, approved by City Council on December 21, 2015 with Council Ordinance 2015-69.

The City will enter into a debt arrangement, preferably with a local bank financing institution, to provide the capital to finance the investment of the short term facility repair and maintenance costs. Such debt would be secured by the City property tax levy, which includes a funding amount of \$410k, as for the fiscal year 2016, with City intention to continue to fund the debt service through future property tax levies. Such debt would be termed for a period not to exceed ten (10) years, likely either 5 or 7 year term.

The short term facility investment of \$2.1 million principal and interest payment is secured with debt service annual property tax revenues of \$0.4 million.

The longer term facility replacement investment of \$5.3 million would be financed with either a bank promissory note or GO bond with 15 or 20 year term. The current property tax levy will fund annual debt service amounting to \$250k available beginning in calendar year 2018.

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

INPUT FROM OTHER SOURCES: Dewberry Architects, Inc.

STAFF REFERENCE: Tim Gleason, City Manager Jeff Abbott, Chief of the Decatur Fire Department Gregg D. Zientara, City Treasurer & Director of Finance

BUDGET/TIME IMPLICATIONS:
Funding included in the 2016 budget and the 2016 tax levy.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Dewberry Agreement	Backup Material

RESOLUTION NO. R2016-

**RESOLUTION AUTHORIZING CITY MANAGER TO ENTER INTO A
CONSTRUCTION PROJECT MANAGEMENT WITH DEWBERRY ARCHITECTS,
INC. FOR THE FIRE FACILITY REHABILITATION INITIATIVE**

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

Section 1. That the agreement(s) authorizing professional services for architectural, engineering and project management services presented to the City Council herewith between the City of Decatur Illinois, and Dewberry Architects, Inc., be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager is authorized and directed to sign said agreements in substantially the same form as presented on behalf of the City of Decatur, Illinois in an amount not to exceed \$230,000.

PRESENTED and ADOPTED this 20th day of June, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk



AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twentieth day of June in the year Two Thousand and Sixteen

BETWEEN the Architect's client identified as the Owner:

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

and the Architect:
Dewberry Architects Inc.
401 SW Water Street, Suite 700
Peoria, IL 61602

for the following Project:

City of Decatur Fire Department renovations at Fire Stations 1, 2, 4 and 6.

(Paragraph deleted)

The City of Decatur Fire Department is looking to complete the first and second phase of renovation work to stations 1, 2, 4, and, 6 based on the facility assessment recommendations from the Dewberry facility report. Dewberry will provide design and construction documents for bid, facilitate the bid process and provide construction administration for the following work to be started in 2016 and continued into 2017 per Attachments "A" and "B".

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

Init.

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User Notes:

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1, Initial Information:

(Paragraph deleted)

Please see the attached Letters of Proposal herein known as Attachments "A" and "B".

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Refer to Attachment "A" and "B"

.2 Substantial Completion date:

Refer to Attachment "A" and "B"

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

- .1 General Liability
\$5,000,000 aggregate; \$1,000,000 per occurrence
- .2 Automobile Liability
\$1,000,000 per occurrence
- .3 Workers' Compensation
Statutory Limit
- .4 Professional Liability
\$2,000,000 per claim/aggregate
- .5 Employer's Liability
\$1,000,000 aggregate; \$1,000,000 per occurrence

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary architectural, interior design, and civil, structural, mechanical, electrical and plumbing engineering services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 A The Architect shall provide a schedule for the performance of the Architect's services which is attached and included in Attachments "A" and "B". The schedule includes anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule includes allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

Init.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review with Owner the program and other information furnished by the Owner (prepared by Architect under separate agreement), and shall review laws, codes, and regulations applicable to the Architect's services. (Program validation, adjustments to internal functions and space allowances, and final determination of the project square footage will be finalized within thirty (30) days of the Project Kick-Off Meeting.)

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, electrical and plumbing systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

(Paragraph deleted)

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;

Init.

- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the state of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and the construction schedule. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) observed deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) apparent defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend to the Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to recommend to the Owner to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The

Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall review Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct eight (8) site visits per station building to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final visit indicating that in the opinion of the Architect the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's eight (8) site visits per station building shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

(Paragraph deleted)

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
4.1.1 Programming	Included in Basic Services	Attachment "A" & "B"
<i>(Row deleted)</i>		
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Included in Basic Services Architect	Attachment "A" & "B"
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	

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User Notes:

§ 4.1.6	Building information modeling	Not Provided	
§ 4.1.7	Civil engineering	Included in Basic Services	Attachment "A" & "B"
§ 4.1.8	Landscape design	Not Provided	
§ 4.1.9	Architectural Interior Design (B252™-2007)	Architect	Attachment "A" & "B"
§ 4.1.10	Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Not Provided	
§ 4.1.12	On-site project representation	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-designed record drawings	Not Provided	
§ 4.1.15	As-constructed record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Included in Basic Services	Attachment "A" & "B"
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Finishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;

Init.

- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect (a deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner);
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation (a deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner);
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service (a deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner);
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom (a deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner); or
- .6 Providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier (a deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner).

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below for each station building as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor (a deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner)
- .2 eight (8) visits to the site by the Architect over the duration of the Project during construction
- .3 one (1) visits for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents (a deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner)
- .4 one (1) visits for any portion of the Work to determine final completion (a deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner)

§ 4.3.4 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request

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from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided. The Owner shall indemnify, defend and hold harmless the Architect and the Architect's consultants and their respective employees, agents and representatives from any and all claims arising out of the services and information furnished by the Owner and the Owner's consultants.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall provide the Architect with a copy of any agreement between the Owner and the Owner's representative regarding the Project.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement.

The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner or, to the extent that the Project is not completed, the estimated cost to the Owner, to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal by more than 10%, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal by less than ten percent (10%), the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.9 If the Owner chooses to proceed under Section 6.8.2 or 6.8.4, the Architect, with additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.8.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, and maintaining, the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Owner or Architect rightfully terminates this Agreement, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for any other project unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement. Causes of action between the parties to this

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Agreement pertaining to the acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. The nature of the conduct that causes the damage shall not vitiate this waiver.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Paragraphs deleted)

- [X] Litigation in a court located in (Macon County, Illinois). Both parties specifically waive their right to a jury trial to resolve any and all claims, including but not limited to those sounding in contract, tort, or statute, against the other arising out of or connected in any way to the Project or this Agreement because the parties hereto believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give

seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

(Paragraph deleted)

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Illinois.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement or any interest or claim related to it or any monies due or to become due arising from this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Any unauthorized assignment or transfer, except as noted above, shall be deemed void and invalid, the assignee shall acquire no rights as a result of such assignment and the non-assigning party shall not recognize any such assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect. The Owner shall include this provision in its contract with the Contractor.

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§ 10.6 The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as *(Paragraphs deleted)* follows: Two Hundred Seventeen Thousand, Nine Hundred Forty Eight and Zero Cents (\$217,948.00)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

Compensation is included in Article 11.1

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

Hourly basis in accordance with attached Architect's Standard Hourly Rates, or as negotiated.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty	percent (	30	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty-five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

See Attachment "C" - Architect's Standard Hourly Billing Rate Schedule.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants an allowance of Twelve Thousand Dollars (\$12,000.00)

(Paragraphs deleted)

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Paragraph deleted)

The interest rate of one and one half percent (1.5%) simple interest per month shall be applied to all past due invoices. If Architect employs counsel or an agency to enforce this Agreement, Owner agrees to pay the attorneys' fees, costs, expenses and losses incurred by Architect prior to and through any trial, hearing, and/or subsequent proceeding, relating to such enforcement.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 There are a variety of risks which potentially affect Architect by virtue of entering into an Agreement to perform professional services on Owner's behalf. In order for Owner to obtain the benefit of a fee which does not need to account for unlimited risks, Owner agrees to limit Architect's liability to Owner. To the fullest extent permitted by law, the total liability of Architect with regard to the Project under any and all theories of liability shall be limited to the total fee paid to Architect only, not including consultants, for the Project. Limitations on liability provided in the Agreement are business understandings between the parties and shall apply to all theories of liability, including negligence, strict or statutory liability, or any other cause of action. No director, officer, shareholder, employee, representative or agent of the Architect shall have any individual liability to Owner. The limits of liability may be negotiated with appropriate compensation to Architect.

§ 12.2 If due to Architect's breach of the standard of care, any required item or component of the Project is omitted from the Architect's Construction Documents, Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement to the Project.

§ 12.3 The Owner shall make no claim for professional negligence, either directly or in a third party claim, against Architect unless the Owner has first provided Architect with a written certification executed by an independent design professional currently practicing in the discipline of the alleged defective design and licensed in the jurisdiction of the Project. This certification shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing the allegedly defective professional services under similar circumstances; and (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation.

§ 12.4 The Owner is obligated to carry adequate liability, property and fire insurance on the property where the Project is located and for the Project. Owner must present Architect with a certificate of insurance upon the signing of this Agreement. Owner hereby releases Architect from any liability for any loss or damage to any building, structure or tangible personal property notwithstanding that such loss, damage or liability may arise out of the act or omission of Architect, if such loss or damage is covered by insurance benefiting Owner or was required to be covered by insurance pursuant to this Agreement.

§ 12.5 The Instruments of Service are based on observable conditions. A condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. In the event the Architect, in the performance of its services, uncovers a hidden condition, the Architect shall not be responsible for costs associated with repairing, restoring, removing or otherwise correcting hidden conditions once those conditions are revealed. The Architect shall have no responsibility for detecting hidden conditions or any subsequent damage to persons or property related to any hidden conditions.

§ 12.6 CONTRACTOR'S OBLIGATION TO INSURE FOR BODILY INJURY CLAIMS

§ 12.6.1 Owner will require the Contractors responsible for construction to purchase insurance to cover claims and expenses, including costs of defense, asserted against Architect, its agents, employees and consultants for bodily injury, sickness, disease or death caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Such insurance shall state that, "The coverage afforded the additional insureds shall be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the contractor. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this insurance policy shall not be reduced by the existence of such other insurance."

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§ 12.7 STANDARD OF CARE/DISCLAIMER OF WARRANTIES

§ 12.7.1 Nothing contained in this Agreement shall require the Architect to exercise professional skill and judgment greater than that which can be reasonably expected from other architects performing similar services to those required hereunder. Architect makes no other warranties, express or implied. This limitation shall not be modified by any certification or representation made by Architect as an accommodation upon request of Owner. Architect shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged or accepted as of the time during which Architect is performing his services under this Agreement. The parties acknowledge that notwithstanding the exercise of due care and skill, no set of plans and specifications is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the standard of care. Accordingly, if, as a result of any negligent acts, errors and omissions of which the Architect has legal responsibility, the Owner incurs an accumulation of excess costs over two percent (2%) of the actual project construction cost, the Architect shall bear the burden of such accumulation of excess costs over the 2%; provided said accumulation of excess costs shall not include any improvement costs or betterment costs and shall not exceed the difference between (1) the actual construction costs resulting from such negligent acts, errors and omissions of the Architect and (2) an estimate of what such costs would have been at the time of the signing of the construction contract. The Architect shall have no liability for any such excess costs which are less than two percent (2%) of the actual project construction costs.

§ 12.7.2 If due to Architect's breach of the standard of care, any required item or component of the Project is omitted from the Architect's Construction Documents, Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement to the Project.

§ 12.8 INDEMNITY FROM CONTRACTOR REQUIRED IN CONSTRUCTION CONTRACT

§ 12.8.1 Architect will cause the following clause to be inserted in the construction contract(s) and Owner shall not permit it to be modified or deleted:

§ 12.8.2 To the fullest extent permitted by law, the Contractor shall waive any right of contribution and shall indemnify and hold harmless the Owner, the Architect and their agents and employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of any Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

§ 12.8.3 In any and all claims against the Owner or Architect or any of their agents or employees and consultants by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts.

§ 12.8.4 "Claims, damages, losses and expenses" as these words are used in this Agreement shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary General Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents."

§ 12.8.5 Only to the extent necessary to prevent this provision from being void under governing law, this indemnity

Init.

agreement shall not require the Contractor to indemnify the Owner, Architect, their consultants, agents or employees against their own negligence

§ 12.9 INDEMNITY FOR DEVIATIONS

§ 12.9.1 The Owner may choose to disregard the advice of the Architect or may otherwise choose to deviate during construction from the construction documents prepared by the Architect. Therefore, Owner hereby indemnifies and holds harmless the Architect, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic damages, arising out of, in connection with, or resulting from the performance (or failure to perform) of any aspect of construction of the Project, where the Owner has knowingly authorized or permitted a deviation from any document prepared by the Architect which, over Architect's objection, has not been corrected or where the Owner has elected not to follow any written recommendation of the Architect. In the event that Architect or any other party indemnified hereunder is required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorneys' fees and costs incurred by the indemnified party in bringing this action.

§ 12.10 CREDIT AND PUBLICITY

§ 12.10.1 Owner agrees, and will obtain a similar agreement from the Contractor, to the effect that the Architect will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit Architect to photograph and make other reasonable use of the Project for promotional purposes.

§ 12.11 JOB SITE SAFETY

§ 12.11.1 It is intended that the Architect shall have no responsibility for job site safety on the Project. Contractor shall have full and sole authority for all safety programs and precautions in connection with the Work. When Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Owner against any deviations or defects in the completed construction work, and Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures. Specifically, Owner and Architect acknowledge the following:

- .1 The Architect shall not supervise or control the Work.
- .2 The Architect does not retain the right to supervise or control the Work.
- .3 The Architect shall not regularly or constantly participate in the ongoing activities at the construction site.
- .4 The Architect shall not supervise or coordinate the Subcontractors.
- .5 The Architect shall not have authority or take responsibility for safety precautions at the jobsite.
- .6 The Architect shall not have authority to issue change orders except at the explicit direction of the Owner.
- .7 The Architect shall not have the right to stop the Work.
- .8 The Architect shall not own any construction equipment at the jobsite.
- .9 The Architect is not familiar with construction customs and practices with regard to jobsite safety or means, methods and procedures of performing the Work.
- .10 The Architect is not in a position to assure worker safety or to alleviate equipment deficiencies or improper work habits.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

.2 Other documents:

Attachment "A": Letter Proposal dated June 3, 2016 for work in FY 2016

Attachment "B": Letter Proposal dated May 24, 2016 for work in FY 2017

Attachment "C": Standard Hourly Billing Rate Schedule

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

(Printed name and title)

ARCHITECT


(Signature)

DOUGLAS A. PFEIFFER
(Printed name and title)

BUSINESS UNIT MANAGER

Additions and Deletions Report for AIA® Document B101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:27:15 on 06/08/2016.

PAGE 1

AGREEMENT made as of the day of ~~—~~ in the year
(In words, indicate day, month and year.) Twentieth day of June in the year Two Thousand and Sixteen

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
Dewberry Architects Inc.
401 SW Water Street, Suite 700
(Name, legal status, address and other information) Peoria, IL 61602

for the following Project:

City of Decatur Fire Department renovations at Fire Stations 1, 2, 4 and 6.

for the following Project:
(Name, location and detailed description) The City of Decatur Fire Department is looking to complete the first and second phase of renovation work to stations 1, 2, 4, and, 6 based on the facility assessment recommendations from the Dewberry facility report. Dewberry will provide design and construction documents for bid, facilitate the bid process and provide construction administration for the following work to be started in 2016 and continued into 2017 per Attachments "A" and "B".

PAGE 2

§ 1.1 This Agreement is based on the Initial Information set forth in this Article ~~1~~ and in optional Exhibit A, 1,
Initial Information:
(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Please see the attached Letters of Proposal herein known as Attachments "A" and "B".

...

Refer to Attachment "A" and "B"

...

Refer to Attachment "A" and "B"

PAGE 3

~~(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)~~

...

\$5,000,000 aggregate; \$1,000,000 per occurrence

...

\$1,000,000 per occurrence

...

Statutory Limit

...

.4 Professional Liability

\$2,000,000 per claim/aggregate

.5 Employer's Liability

\$1,000,000 aggregate; \$1,000,000 per occurrence

...

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical architectural, interior design, and civil, structural, mechanical, electrical and plumbing engineering services. Services not set forth in this Article 3 are Additional Services.

...

§ 3.1.3 ~~As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval~~
A The Architect shall provide a schedule for the performance of the Architect's services. The schedule initially shall include services which is attached and included in Attachments "A" and "B". The schedule includes anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include includes allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time Time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, necessary as the Project proceeds until the commencement of construction.

PAGE 4

§ 3.2.1 The Architect shall review with Owner the program and other information furnished by the ~~Owner, Owner~~ (prepared by Architect under separate agreement), and shall review laws, codes, and regulations applicable to the Architect's services. (Program validation, adjustments to internal functions and space allowances, and final determination of the project square footage will be finalized within thirty (30) days of the Project Kick-Off Meeting.)

...

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and ~~aesthetics~~, aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

...

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, ~~mechanical and electrical~~ mechanical, electrical and plumbing systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

PAGE 5

§ 3.3.3 The Architect shall submit the Design Development ~~Documents~~ documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

...

~~§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.~~

...

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining ~~either competitive bids or negotiated proposals~~; (2) ~~confirming responsiveness of bids or proposals~~; (3) ~~determining the successful bid or proposal, if any~~; and, (4) ~~awarding and preparing competitive bids~~; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding contracts for construction.

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~~§ 3.5.3 NEGOTIATED PROPOSALS~~

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by~~

- ~~1—procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
- ~~2—organizing and participating in selection interviews with prospective contractors; and~~
- ~~3—participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

...

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the ~~stage-state~~ of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Documents and the construction schedule. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) ~~known-observed~~ deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) apparent defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend to the Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to recommend to the Owner to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

PAGE 7

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review ~~Shop Drawings-shop drawings~~ and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

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§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall ~~prepare-review~~ Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

...

§ 3.6.6.1 The Architect shall conduct ~~inspections-eight (8) site visits per station building~~ to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final ~~inspection-indicating-visit indicating that in the opinion of the Architect~~ the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's ~~inspections-eight (8) site visits per station building~~ shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

...

~~§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.~~

4.1.1 Programming	<u>Included in Basic Services</u>	<u>Attachment "A" & "B"</u>
§ 4.1.1 Programming (B202™-2009)		
§ 4.1.2 Multiple preliminary designs	<u>Not Provided</u>	
§ 4.1.3 Measured drawings	<u>Not Provided</u>	
§ 4.1.4 Existing facilities surveys	<u>Included in Basic Services</u> <u>Architect</u>	<u>Attachment "A" & "B"</u>
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	<u>Not Provided</u>	
§ 4.1.6 Building Information Modeling (B202™-2008) information modeling	<u>Not Provided</u>	
§ 4.1.7 Civil engineering	<u>Included in Basic Services</u>	<u>Attachment "A" & "B"</u>
§ 4.1.8 Landscape design	<u>Not Provided</u>	
§ 4.1.9 Architectural Interior Design (B252™-2007)	<u>Architect</u>	<u>Attachment "A" & "B"</u>
§ 4.1.10 Value Analysis (B204™-2007)	<u>Not Provided</u>	
§ 4.1.11 Detailed cost estimating	<u>Not Provided</u>	
§ 4.1.12 On-site Project Representation (B207™-2008) project representation	<u>Not Provided</u>	
§ 4.1.13 Conformed construction documents	<u>Not Provided</u>	
§ 4.1.14 As-Designed Record As-designed record drawings	<u>Not Provided</u>	
§ 4.1.15 As-Constructed Record As-constructed record drawings	<u>Not Provided</u>	
§ 4.1.16 Post occupancy evaluation	<u>Not Provided</u>	
§ 4.1.17 Facility Support Services (B210™-2007)	<u>Not Provided</u>	
§ 4.1.18 Tenant-related services	<u>Not Provided</u>	
§ 4.1.19 Coordination of Owner's consultants	<u>Not Provided</u>	
§ 4.1.20 Telecommunications/data design	<u>Included in Basic Services</u>	<u>Attachment "A" & "B"</u>
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	<u>Not Provided</u>	
§ 4.1.22 Commissioning (B211™-2007)	<u>Not Provided</u>	
§ 4.1.23 Extensive environmentally responsible design	<u>Not Provided</u>	
§ 4.1.24 LEED® Certification (B214™-2012)(B214™-2007)	<u>Not Provided</u>	
§ 4.1.25 Fast-track design services	<u>Not Provided</u>	
§ 4.1.26 Historic Preservation (B205™-2007)	<u>Not Provided</u>	
§ 4.1.27 Furniture, Furnishings, Finishings, and Equipment Design (B253™-2007)	<u>Not Provided</u>	

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- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the ~~Architect~~ Architect (a deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner);
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information,

Contractor-prepared coordination drawings, or prior Project correspondence or ~~documentation; documentation~~ (a deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner);

- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service; ~~of Service~~ (a deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner);

...

- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting ~~therefrom; therefrom~~ (a deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner); or
- .6 ~~To the extent the Architect's Basic Services are affected, providing~~ Providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is ~~earlier; earlier~~ (a deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner).

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below for each station building as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~(—two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor~~ (a deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner)
- .2 ~~(—eight (8) visits to the site by the Architect over the duration of the Project during construction~~
- .3 ~~(—inspections one (1) visits for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~ (a deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner)
- .4 ~~(—inspections one (1) visits for any portion of the Work to determine final completion~~ (a deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner)

§ 4.3.4 If the services covered by this Agreement have not been completed within ~~(—Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

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~~§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.~~

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided. The Owner shall indemnify, defend and hold harmless the Architect and the Architect's consultants and their respective

employees, agents and representatives from any and all claims arising out of the services and information furnished by the Owner and the Owner's consultants.

...

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall provide the Architect with a copy of any agreement between the Owner and the Owner's representative regarding the Project.

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§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner or, to the extent that the Project is not completed, the estimated cost to the Owner, to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

...

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated ~~proposal~~, proposal by more than 10%, the Owner shall

...

§ 6.8 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal by less than ten percent (10%), the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.9 If the Owner chooses to proceed under Section 6.8.2 or 6.8.4, the Architect, with additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.8.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall ~~endeavor to establish necessary protocols governing such transmissions by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.~~

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§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, ~~maintaining, altering and adding to and maintaining,~~ the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section

permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Owner or Architect rightfully terminates this Agreement for cause as provided in Section 9.4, Agreement, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. ~~The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for any other project unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

...

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement ~~within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work, Agreement.~~ Causes of action between the parties to this Agreement pertaining to the acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance ~~as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, insurance.~~ The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. The nature of the conduct that causes the damage shall not vitiate this waiver.

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~~(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)~~

☐ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☒ Litigation in a court located in (Macon County, Illinois). Both parties specifically waive their right to a jury trial to resolve any and all claims, including but not limited to those sounding in contract, tort, or statute, against the other arising out of or connected in any way to the Project or this Agreement because the parties hereto believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

[] Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

PAGE 15

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

...

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3, State of Illinois.

...

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement or any interest or claim related to it or any monies due or to become due arising from this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Any unauthorized assignment or transfer, except as noted above, shall be deemed void and invalid, the assignee shall acquire no rights as a result of such assignment and the non-assigning party shall not recognize any such assignment.

...

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect. The Owner shall include this provision in its contract with the Contractor.

§ 10.6 ~~Unless otherwise required in this Agreement, the Architect~~ The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

~~(Insert amount of, or basis for, compensation.)~~

follows: Two Hundred Seventeen Thousand, Nine Hundred Forty Eight and Zero Cents (\$217,948.00)

...

~~(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)~~

Compensation is included in Article 11.1

...

~~(Insert amount of, or basis for, compensation.)~~

Hourly basis in accordance with attached Architect's Standard Hourly Rates, or as negotiated.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (%), ~~15%~~, or as otherwise stated below:

...

Schematic Design Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Thirty</u>	percent (	<u>30</u>	%)
Bidding or Negotiation Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty-five</u>	percent (	<u>25</u>	%)

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~~(If applicable, attach an exhibit of hourly billing rates or insert them below.)~~

See Attachment "C" - Architect's Standard Hourly Billing Rate Schedule.

Employee or Category

Rate

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (—%) of the expenses incurred an allowance of Twelve Thousand Dollars (\$12,000.00)

§ 11.8 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

—%

The interest rate of one and one half percent (1.5%) simple interest per month shall be applied to all past due invoices. If Architect employs counsel or an agency to enforce this Agreement, Owner agrees to pay the attorneys' fees, costs, expenses and losses incurred by Architect prior to and through any trial, hearing, and/or subsequent proceeding, relating to such enforcement.

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§ 12.1 There are a variety of risks which potentially affect Architect by virtue of entering into an Agreement to perform professional services on Owner's behalf. In order for Owner to obtain the benefit of a fee which does not need to account for unlimited risks, Owner agrees to limit Architect's liability to Owner. To the fullest extent permitted by law, the total liability of Architect with regard to the Project under any and all theories of liability shall be limited to the total fee paid to Architect only, not including consultants, for the Project. Limitations on liability provided in the Agreement are business understandings between the parties and shall apply to all theories of liability, including negligence, strict or statutory liability, or any other cause of action. No director, officer, shareholder, employee, representative or agent of the Architect shall have any individual liability to Owner. The limits of liability may be negotiated with appropriate compensation to Architect.

§ 12.2 If due to Architect's breach of the standard of care, any required item or component of the Project is omitted from the Architect's Construction Documents, Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement to the Project.

§ 12.3 The Owner shall make no claim for professional negligence, either directly or in a third party claim, against Architect unless the Owner has first provided Architect with a written certification executed by an independent

design professional currently practicing in the discipline of the alleged defective design and licensed in the jurisdiction of the Project. This certification shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing the allegedly defective professional services under similar circumstances; and (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation.

§ 12.4 The Owner is obligated to carry adequate liability, property and fire insurance on the property where the Project is located and for the Project. Owner must present Architect with a certificate of insurance upon the signing of this Agreement. Owner hereby releases Architect from any liability for any loss or damage to any building, structure or tangible personal property notwithstanding that such loss, damage or liability may arise out of the act or omission of Architect, if such loss or damage is covered by insurance benefiting Owner or was required to be covered by insurance pursuant to this Agreement.

§ 12.5 The Instruments of Service are based on observable conditions. A condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. In the event the Architect, in the performance of its services, uncovers a hidden condition, the Architect shall not be responsible for costs associated with repairing, restoring, removing or otherwise correcting hidden conditions once those conditions are revealed. The Architect shall have no responsibility for detecting hidden conditions or any subsequent damage to persons or property related to any hidden conditions.

§ 12.6 CONTRACTOR'S OBLIGATION TO INSURE FOR BODILY INJURY CLAIMS

§ 12.6.1 Owner will require the Contractors responsible for construction to purchase insurance to cover claims and expenses, including costs of defense, asserted against Architect, its agents, employees and consultants for bodily injury, sickness, disease or death caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Such insurance shall state that, "The coverage afforded the additional insureds shall be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the contractor. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this insurance policy shall not be reduced by the existence of such other insurance."

§ 12.7 STANDARD OF CARE/DISCLAIMER OF WARRANTIES

§ 12.7.1 Nothing contained in this Agreement shall require the Architect to exercise professional skill and judgment greater than that which can be reasonably expected from other architects performing similar services to those required hereunder. Architect makes no other warranties, express or implied. This limitation shall not be modified by any certification or representation made by Architect as an accommodation upon request of Owner. Architect shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged or accepted as of the time during which Architect is performing his services under this Agreement. The parties acknowledge that notwithstanding the exercise of due care and skill, no set of plans and specifications is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the standard of care. Accordingly, if, as a result of any negligent acts, errors and omissions of which the Architect has legal responsibility, the Owner incurs an accumulation of excess costs over two percent (2%) of the actual project construction cost, the Architect shall bear the burden of such accumulation of excess costs over the 2%; provided said accumulation of excess costs shall not include any improvement costs or betterment costs and shall not exceed the difference between (1) the actual construction costs resulting from such negligent acts, errors and omissions of the Architect and (2) an estimate of what such costs would have been at the time of the signing of the construction contract. The Architect shall have no liability for any such excess costs which are less than two percent (2%) of the actual project construction costs.

§ 12.7.2 If due to Architect's breach of the standard of care, any required item or component of the Project is omitted from the Architect's Construction Documents, Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement to the Project.

§ 12.8 INDEMNITY FROM CONTRACTOR REQUIRED IN CONSTRUCTION CONTRACT

§ 12.8.1 Architect will cause the following clause to be inserted in the construction contract(s) and Owner shall not permit it to be modified or deleted:

§ 12.8.2 To the fullest extent permitted by law, the Contractor shall waive any right of contribution and shall indemnify and hold harmless the Owner, the Architect and their agents and employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of any Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

§ 12.8.3 In any and all claims against the Owner or Architect or any of their agents or employees and consultants by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts.

§ 12.8.4 "Claims, damages, losses and expenses" as these words are used in this Agreement shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary General Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents."

§ 12.8.5 Only to the extent necessary to prevent this provision from being void under governing law, this indemnity agreement shall not require the Contractor to indemnify the Owner, Architect, their consultants, agents or employees against their own negligence

§ 12.9 INDEMNITY FOR DEVIATIONS

§ 12.9.1 The Owner may choose to disregard the advice of the Architect or may otherwise choose to deviate during construction from the construction documents prepared by the Architect. Therefore, Owner hereby indemnifies and holds harmless the Architect, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic damages, arising out of, in connection with, or resulting from the performance (or failure to perform) of any aspect of construction of the Project, where the Owner has knowingly authorized or permitted a deviation from any document prepared by the Architect which, over Architect's objection, has not been corrected or where the Owner has elected not to follow any written recommendation of the Architect. In the event that Architect or any other party indemnified hereunder is required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorneys' fees and costs incurred by the indemnified party in bringing this action.

§ 12.10 CREDIT AND PUBLICITY

§ 12.10.1 Owner agrees, and will obtain a similar agreement from the Contractor, to the effect that the Architect will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit Architect to photograph and make other reasonable use of the Project for promotional purposes.

§ 12.11 JOB SITE SAFETY

§ 12.11.1 It is intended that the Architect shall have no responsibility for job site safety on the Project. Contractor shall have full and sole authority for all safety programs and precautions in connection with the Work. When Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Owner against any deviations or defects in the completed construction work, and Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures. Specifically, Owner and Architect acknowledge the following:

- .1 The Architect shall not supervise or control the Work.
- .2 The Architect does not retain the right to supervise or control the Work.
- .3 The Architect shall not regularly or constantly participate in the ongoing activities at the construction site.
- .4 The Architect shall not supervise or coordinate the Subcontractors.
- .5 The Architect shall not have authority or take responsibility for safety precautions at the jobsite.
- .6 The Architect shall not have authority to issue change orders except at the explicit direction of the Owner.
- .7 The Architect shall not have the right to stop the Work.
- .8 The Architect shall not own any construction equipment at the jobsite.
- .9 The Architect is not familiar with construction customs and practices with regard to jobsite safety or means, methods and procedures of performing the Work.
- .10 The Architect is not in a position to assure worker safety or to alleviate equipment deficiencies or improper work habits.

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~~.2 AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:~~

...

~~.3~~ .2 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Attachment "A": Letter Proposal dated June 3, 2016 for work in FY 2016

Attachment "B": Letter Proposal dated May 24, 2016 for work in FY 2017

Attachment "C": Standard Hourly Billing Rate Schedule

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Douglas A Pfeiffer, Office Director, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:27:15 on 06/08/2016 under Order No. 6563709714_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

BUSINESS UNIT MANAGER

(Title)

6-8-16

(Dated)

Dewberry Architects Inc.
25 S. Grove Avenue, Suite 500
Elgin, IL 60120-6400
847.695.5840
847.695.6579 fax
www.dewberry.com

June 3, 2016

VIA ELECTRONIC MAIL

City of Decatur Fire Department
Gregg Zientara
1 Gary K. Anderson Plaza
Decatur, IL 62523
GZientara@decaturil.gov

RE: Letter of estimated Proposal for Fire Station 1, 2, 4, and 6 2016 renovation work

Dear Gregg,

Thank you for the opportunity to provide the City of Decatur with a proposal to provide Design, Construction Documents and Construction Administration for the Decatur Fire Department's stations 1, 2, 4, and 6. Dewberry Architects Inc. ("Dewberry") is committed to ensuring that the City of Decatur needs are met, and we will make available the necessary resources to complete this effort to your complete satisfaction. Below is our understanding of the City of Decatur Fire Department's request and a proposed Scope of Services.

PROJECT UNDERSTANDING

The City of Decatur Fire Department is looking to complete the first phase of renovation work to stations 1, 2, 4, and 6 based on the facility assessment recommendations from the Dewberry facility report. Dewberry will provide design and construction documents for bid, oversee the bid of the projects and provide construction administration for the following working to be started in 2016:

Architectural Services

- Verify existing conditions at each station work is to be done.
- Architectural, Structural, Civil, Mechanical, Electrical, Plumbing and Technology design for each Task
- Coordination of the MEP/T engineering work
- Interior finish selections for cabinetry and flooring
- Project bid oversight and review of the bids
- Construction Administration including the review of shop drawings, contractor request for information responses and construction oversight through weekly site visits over the course of two months. Total of 8 site visits.

Mechanical and Electrical Engineering Services

- Verify existing conditions at each station work is to be done.
- Mechanical and Electrical design work for each task
- Contractor bid review
- Construction Administration including the review of shop drawings, contractor requests for information responses and site visits.

Structural

- Verify existing conditions at each station work is to be done.
- Plumbing design work for each task
- Contractor bid review
- Construction Administration including the review of shop drawings, contractor requests for information responses and site visits.

Plumbing

- Verify existing conditions at each station work is to be done.
- Plumbing design work for each task
- Contractor bid review
- Construction Administration including the review of shop drawings, contractor requests for information responses and site visits.

Technology / AV / Security

- Verify existing conditions at each station work is to be done.
- Design for each task
- Contractor bid review
- Construction Administration including the review of shop drawings, contractor requests for information responses and site visits.

Civil

- Verify existing conditions at each station work is to be done.
- Assumed Owner will provide surveyor drawings of the fire stations
- Civil design work for each task
- Contractor bid review
- Construction Administration including the review of shop drawings, contractor requests for information responses and site visits.

SCOPE OF WORK

Dewberry proposes the following tasks to complete the design, construction documents, bid and constructions administration at each station:

Task 1:	Station 1 Renovation work
Task 2:	Station 2 Renovation work
Task 3:	Station 4 Renovation work
Task 4:	Station 6 Renovation work

Detailed Approach

The following summarizes Dewberry's approach to the Project by Task, including major milestones and pricing.

Task 1: Station 1 Renovation Work

Renovation projects to be completed at Station 1 in 2016 are as follows:

- Please see the attached Document Exhibit A

Assumptions: The City of Decatur has floor plans of Station 1. City of Decatur will hire a surveyor for utility locate, topographic information and site boundary information.

Deliverables: Bid drawings and specifications, bid oversight and Construction Administration

Estimated Price: \$ 29,473.00

Schedule: One month for existing conditions verification, design and construction documents work. Three weeks for Bidding. Construction period assumed 1 month.

Task 2: Station 2 Renovation Work

Renovation projects to be completed at Station 2 in 2016 are as follows:

- Please see the attached Document Exhibit A

Assumptions: The City of Decatur does not have existing drawings of the facility exist. City of Decatur will hire a surveyor for utility locate, topographic information and site boundary information.

Deliverables: Bid drawings and specifications, bid oversight and Construction Administration

Estimated Price: \$ 25,914.00

Schedule: One month for existing conditions verification, design and construction documents work. Three weeks for Bidding. Construction period assumed 2 months

Task 3: Station 4 Renovation Work

Renovation projects to be completed at Station 4 in 2016 are as follows:

- Please see the attached Document Exhibit A

Assumptions: The City of Decatur does not have existing drawings of the facility exist. City of Decatur will hire a surveyor for utility locate, topographic information and site boundary information.

Deliverables: Bid drawings and specifications, bid oversight and Construction Administration

Estimated Price: \$ 23,382.00

Schedule: One month for existing conditions verification, design and construction documents work. Three weeks for Bidding. Construction period assumed 2 months

Task 4: Station 6 Renovation Work

Renovation projects to be completed at Station 6 in 2016 are as follows:

- Please see the attached Document Exhibit A

Assumptions: The City of Decatur does not have existing drawings of the facility exist.

Deliverables: Bid drawings and specifications, bid oversight and Construction Administration

Estimated Price: \$ 26,350.00

Schedule: One month for existing conditions verification, design and construction documents work.
Three weeks for Bidding. Construction period assumed 2 months.

PROJECT SCHEDULE

This project is anticipated to be complete in accordance with the milestones/schedule described below:

Work to be completed in 2016

To the extent the City of Decatur has additional or different scheduling needs, Dewberry would discuss how to accommodate.

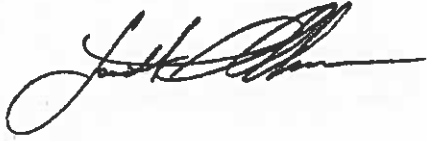
PRICE & PAYMENT

City of Decatur shall pay Dewberry for services rendered an estimated lump sum amount of \$ 105,028.00 as set forth in detail above. Reimbursable allowance for expenses including travel, printing and reproduction, and postage in the amount of \$6,000.00. Invoicing will be on a monthly basis by percentage of tasks completed. Payments shall be made on a net 30 day basis. This represents Dewberry's best judgment at this time as to the effort required to achieve the stated scope. Any work not included in the scope described herein will be performed on an hourly basis in accordance with Dewberry's Standard Hourly Billing Rate Schedule, attached as Attachment A, and incorporated by reference in this proposal.

If the above meets with your approval, please sign this letter below and return a complete copy of the letter to my attention, which will serve as our authorization to proceed with this project. Should you have any questions or comments regarding this proposal, please feel free to contact me at 847.841.0612 or through email: jtallman@dewberry.com.

City of Decatur
Decatur Fire Department 2016 Renovation Projects
June 3, 2016
Page 5 of 5

Sincerely,

A handwritten signature in black ink, appearing to read 'Jonathan Tallman', with a stylized, flowing script.

Jonathan Tallman, AIA, GGP, GPCP
Project Manager

Encls. Attachment "C" – Dewberry Standard Hourly Billing Rate Schedule

Category	Station #2		Notes
	Item #	Cost	
General - Roof	161	\$56,000.00	
General - Roof parapets	162	\$6,250.00	
	Sub Total	\$62,250.00	
General - Masonry Investigation	163	\$1,000.00	Should be done prior to masonry work design/bidding.
General - Masonry thru wall flashing at roof	164	\$15,000.00	If investigation indicates monolithic masonry wall, this may not be required.
General - Masonry thru wall flashing at lintels	165	\$1,000.00	If investigation indicates monolithic masonry wall, this would not be required.
General - Masonry Expansion joints	166	\$10,000.00	If investigation indicates monolithic masonry wall, this would not be required.
General - Masonry repair, tuck pointing, etc...	168	\$10,000.00	
General - Masonry Stone Joint repair	169	\$2,500.00	
General - Lintel painting	170	\$2,000.00	
	Sub Total	\$41,500.00	
General - Exterior Doors and Frames	172	\$3,000.00	
General - Acoustics - Flooring Replacement	179	\$18,400.00	
General - Ceilings Tile Replacement	184	\$4,600.00	Does not include grid.
General - Interior rated door replacement	190	\$15,000.00	
General - CMU joint repair	191	\$15,000.00	Ideally done with other masonry work.
	Sub Total	\$56,000.00	
Electrical - Distribution Panel	199	\$1,962.00	
Electrical - Disconnect Switch	201	\$502.83	
Electrical - Distribution Panel	2013	\$1,962.00	
			Main Distribution panel - Recommend metering the power usage to determine size of Main distribution service panel. This can have an impact on generator size (reduced cost for generator)
Electrical - Main Service Panel	205	\$6,954.00	
Electrical - Smoke Detector	207	\$160.00	
Electrical - Exterior Light Fixtures	208	\$1,400.00	
Electrical - Exterior Light Fixtures	209	\$4,260.00	
Electrical - Exterior lighting control	210	\$500.00	
Electrical - Prep for future Generator Work and metering the building service	(211)	\$2,500.00	Some cost from generator work to accommodate preparation to receive generator in future. Metering the service to determine size of service needed.
Electrical - Surge Protection	214	\$4,350.00	
	Sub Total	\$24,550.83	
Plumbing - WC's, Urinals, Lavs	225, 227	\$3,000.00	
Plumbing - Flush Valves	226	\$3,000.00	
Plumbing - Faucets	228	\$500.00	
Plumbing - Misc.	230, 231, 232, 233	\$2,650.00	
Plumbing - Thermostatic mixing valve	234	\$1,500.00	
	Sub Total	\$10,650.00	
Structured Cabeling	236	\$25,000.00	
	Sub Total	\$25,000.00	
	Station Total	\$219,950.83	

Category	Item #	Station #4	
		Cost	
General - Roofing	296	\$8,750.00	
General - Masonry Repair	297	\$20,000.00	
General - Masonry stone joint repair	300	\$1,200.00	
General - Replace sleeping quarters door	305	\$3,000.00	
General - Sealant Replacement	306	\$2,000.00	
General - Seal mechanical penetration	307	\$250.00	
General - Acoustics/Flooring	308	\$13,600.00	
General - Ceiling Replacement	311	\$10,000.00	
General - Apparatus Bay Painting	312	\$6,400.00	
General - Apparatus Bay Ceiling	313	\$12,000.00	
General - Intumescent Fire Proofing	-	\$7,500.00	
General - Replace rated doors	316	\$6,000.00	
General - Replace rated window	317	\$1,500.00	
General - Bathroom Cabinet	318	\$6,000.00	
General - Repair interior CMU @ sleeping quarters	320	\$800.00	
	Sub Total	\$99,000.00	
Electrical - Distribution panel	325	\$1,962.00	
	327, 330,		
Electrical - Exterior lighting	331, 332	\$3,850.00	
Electrical - Main service Panel	334	\$6,372.00	
Electrical - Generator Prep	(336)	\$1,500.00	
Electrical - Surge Protection	339	\$4,350.00	
	Sub Total	\$18,034.00	
HVAC - Space Unit heater	343	\$1,000.00	
HVAC - CO exhaust	344	\$1,000.00	
	Sub Total	\$2,000.00	
	350, 352,		
	354, 355,		
Plumbing - Misc.	356, 357	\$2,900.00	
Plumbing - Flush Valves	351	\$1,500.00	
Plumbing - Bathroom Faucets	353	\$2,000.00	
Plumbing - Thermostatic Mixing Valve	358	\$1,500.00	
	Sub Total	\$9,900.00	
Technology - Structured Cabling	359	\$25,000.00	
	Sub Total	\$25,000.00	
	Station Total	\$117,034.00	

This will be the same number as station #6. Sq Ft on assessment didn't match, but both stations are the same size.

Requested if Steel bar joists are exposed.

Cost to prep for generator

		Station #6	
Category	Item #	Cost	
General - Roof Parapet	424	\$8,750.00	
General - Roof Repair	425	\$2,000.00	
General - Masonry Repair	426	\$20,000.00	
General - Masonry stone joint repair	429	\$1,200.00	
General - Sealant replacement	434	\$2,000.00	
General - seal mechanical penetrations	436	\$250.00	
General - Siding/Soffit Repair	438	\$800.00	
General - Acoustics - Flooring	439	\$13,600.00	
General - Ceiling Replacement	442	\$10,000.00	
General - Apparatus Bay Painting	443	\$6,400.00	
General - Apparatus Bay Ceiling	444	\$12,000.00	
General - Intumescent Fire Proofing	-	\$7,500.00	
General - Replace rated doors	449	\$6,000.00	
General - Replace rated window	450	\$1,500.00	
General - Kitchen Cabinets	451	\$18,000.00	
General - Bathroom Cabinet	452	\$6,000.00	
General - Repair Interior CMU	454	\$800.00	
	Sub Total	\$116,800.00	
Electrical - Distribution panel	457	\$1,962.00	
	461, 462,		
Electrical - Exterior lighting	463	\$3,471.00	
Electrical - Main service Panel	465	\$6,372.00	
Electrical - Generator Prep	(468)	\$1,500.00	
Electrical - Surge Protection	470	\$4,350.00	
	Sub Total	\$17,655.00	
Plumbing - Water Heater	478	\$4,400.00	
Plumbing - Water Closet/Urinals	479	\$750.00	
	480, 484,		
Plumbing - Misc	485, 486	\$2,850.00	
Plumbing - Sinks	481, 483	\$800.00	
Plumbing - Bathroom Faucets	482	\$2,000.00	
Plumbing - Thermostatic Mixing Valve	487	\$1,500.00	
	Sub Total	\$12,300.00	
Technology - Structured Cabling	488	\$25,000.00	
	Sub Total	\$25,000.00	
	Station Total	\$134,455.00	

455 should really be included with this item similar to station #4

Cost to prep for generator

Total	\$774,989.83
10% Contingency	\$77,498.98
Total Construction Budget	\$852,488.81

Dewberry Architects Inc.
25 S. Grove Avenue, Suite 500
Elgin, IL 60120-6400
847.695.5840
847.695.6579 fax
www.dewberry.com

May 24, 2016

VIA ELECTRONIC MAIL

City of Decatur Fire Department
Gregg Zientara
1 Gary K. Anderson Plaza
Decatur, IL 62523
GZientara@decaturil.gov

RE: Letter of estimated Proposal for Fire Station 1, 2, 4, and 6 2017 renovation work

Dear Gregg,

Thank you for the opportunity to provide the City of Decatur with a proposal to provide Design, Construction Documents and Construction Administration for the Decatur Fire Department's stations 1, 2, 4, and 6. Dewberry Architects Inc. ("Dewberry") is committed to ensuring that the City of Decatur needs are met, and we will make available the necessary resources to complete this effort to your complete satisfaction. Below is our understanding of the City of Decatur Fire Department's request and a proposed Scope of Services.

PROJECT UNDERSTANDING

The City of Decatur Fire Department is looking to complete the first phase of renovation work to stations 1, 2, 4, and 6 based on the facility assessment recommendations from the Dewberry facility report. Dewberry will provide design and construction documents for bid, oversee the bid of the projects and provide construction administration for the following working to be started in 2017:

Architectural Services

- Verify existing conditions at each station work is to be done.
- Architectural, Structural, Civil, Mechanical, Electrical, Plumbing and Technology design for each Task
- Coordination of the MEP/T engineering work
- Interior finish selections for cabinetry and flooring
- Project bid oversight and review of the bids
- Construction Administration including the review of shop drawings, contractor request for information responses and construction oversight through weekly site visits over the course of two months. Total of 8 site visits.

Mechanical and Electrical Engineering Services

- Verify existing conditions at each station work is to be done.
- Mechanical and Electrical design work for each task
- Contractor bid review
- Construction Administration including the review of shop drawings, contractor requests for information responses and site visits.

Structural

- Verify existing conditions at each station work is to be done.
- Plumbing design work for each task
- Contractor bid review
- Construction Administration including the review of shop drawings, contractor requests for information responses and site visits.

Plumbing

- Verify existing conditions at each station work is to be done.
- Plumbing design work for each task
- Contractor bid review
- Construction Administration including the review of shop drawings, contractor requests for information responses and site visits.

Technology / AV / Security

- Verify existing conditions at each station work is to be done.
- Design for each task
- Contractor bid review
- Construction Administration including the review of shop drawings, contractor requests for information responses and site visits.

Civil

- Verify existing conditions at each station work is to be done.
- Assumed Owner will provide surveyor drawings of the fire stations
- Civil design work for each task
- Contractor bid review
- Construction Administration including the review of shop drawings, contractor requests for information responses and site visits.

SCOPE OF WORK

Dewberry proposes the following tasks to complete the design, construction documents, bid and constructions administration at each station:

Task 1:	Station 1 Renovation work
Task 2:	Station 2 Renovation work
Task 3:	Station 4 Renovation work
Task 4:	Station 6 Renovation work

Detailed Approach

The following summarizes Dewberry's approach to the Project by Task, including major milestones and pricing.

Task 1: Station 1 Renovation Work

Renovation projects to be completed at Station 1 in 2017 are as follows:

- Please see the attached Document Exhibit A

Assumptions: The City of Decatur has floor plans of Station 1. City of Decatur will hire a surveyor for utility locate, topographic information and site boundary information.

Deliverables: Bid drawings and specifications, bid oversight and Construction Administration

Estimated Price: \$ 35,554.00

Schedule: One month for existing conditions verification, design and construction documents work.
Three weeks for Bidding. Construction period assumed 1 month.

Task 2: Station 2 Renovation Work

Renovation projects to be completed at Station 2 in 2017 are as follows:

- Please see the attached Document Exhibit A

Assumptions: The City of Decatur does not have existing drawings of the facility exist. City of Decatur will hire a surveyor for utility locate, topographic information and site boundary information.

Deliverables: Bid drawings and specifications, bid oversight and Construction Administration

Estimated Price: \$ 25,106.00

Schedule: One month for existing conditions verification, design and construction documents work.
Three weeks for Bidding. Construction period assumed 2 months

Task 3: Station 4 Renovation Work

Renovation projects to be completed at Station 4 in 2017 are as follows:

- Please see the attached Document Exhibit A

Assumptions: The City of Decatur does not have existing drawings of the facility exist. City of Decatur will hire a surveyor for utility locate, topographic information and site boundary information.

Deliverables: Bid drawings and specifications, bid oversight and Construction Administration

Estimated Price: \$ 26,130.00

Schedule: One month for existing conditions verification, design and construction documents work.
Three weeks for Bidding. Construction period assumed 2 months

Task 4: Station 6 Renovation Work

Renovation projects to be completed at Station 6 in 2017 are as follows:

- Please see the attached Document Exhibit A

Assumptions: The City of Decatur does not have existing drawings of the facility exist. City of Decatur will hire a surveyor for utility locate, topographic information and site boundary information

Deliverables: Bid drawings and specifications, bid oversight and Construction Administration

Estimated Price: \$ 26,130.00

Schedule: One month for existing conditions verification, design and construction documents work. Three weeks for Bidding. Construction period assumed 2 months.

PROJECT SCHEDULE

This project is anticipated to be complete in accordance with the milestones/schedule described below:

Work to be completed in 2017

To the extent the City of Decatur has additional or different scheduling needs, Dewberry would discuss how to accommodate.

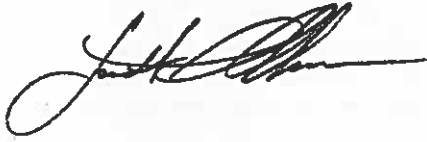
PRICE & PAYMENT

City of Decatur shall pay Dewberry for services rendered an estimated lump sum amount of \$ 112,920.00 as set forth in detail above. Reimbursable allowance for expenses including travel, printing and reproduction, and postage in the amount of \$6,000.00. Invoicing will be on a monthly basis by percentage of tasks completed. Payments shall be made on a net 30 day basis. This represents Dewberry's best judgment at this time as to the effort required to achieve the stated scope. Any work not included in the scope described herein will be performed on an hourly basis in accordance with Dewberry's Standard Hourly Billing Rate Schedule, attached as Attachment A, and incorporated by reference in this proposal.

If the above meets with your approval, please sign this letter below and return a complete copy of the letter to my attention, which will serve as our authorization to proceed with this project. Should you have any questions or comments regarding this proposal, please feel free to contact me at 847.841.0612 or through email: jtallman@dewberry.com.

City of Decatur
Decatur Fire Department 2017 Renovation Projects
June 3, 2016
Page 5 of 5

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan Tallman", with a long horizontal flourish extending to the right.

Jonathan Tallman, AIA, GGP, GPCP
Project Manager

Encls. Attachment "C" – Dewberry Standard Hourly Billing Rate Schedule

Exhibit A

Decatur Fire Station Facility Improvements 2017		
Station #1		
Category	Item #	Cost
General - Masonry Thru wall flashing at base of brick wall	14	\$50,000.00
General - Window/Storefront Replacement	16	\$90,000.00
General - Window/Storefront sills	81	\$8,000.00
General - Concrete Sealer	86	\$9,750.00
General - Basement Waterproofing	98	\$31,973.00
Sub Total		\$189,723.00
General - Elevator Addition	30	\$200,000.00
General - Fire Pole Hatch/Trap Door	81	\$100,000.00
Sub Total		\$300,000.00
Site - North Asphalt Parking	28	\$17,500.00
Site - East Asphalt Paving	29	\$23,500.00
Sub Total		\$41,000.00
HVAC - Kitchen Exhaust Fan	135	\$4,200.00
HVAC - Building Exhaust Fan	136	\$16,500.00
HVAC - Exhaust Fans (14)	137	\$37,100.00
HVAC - West Side	139	\$5,750.00
Sub Total		\$63,550.00
Station Total		\$594,273.00

Notes

Only required if investigation from item 13 shows that thru wall flashing is missing at base of wall.

Based on investigation from item 15. Complete with window project.

Investigation from item 13 will help inform this.

Should have been required based on Federal ADA 1991. Assumes a small addition and rework of existing plan. Needs to be designed to better determine the budget.

If Fire Department is satisfied with panic hardware on the access doors, then this is not required. This is the safest solution.

Station #2		
Category	Item #	Cost
General - window replacement	171	\$18,000.00
Sub Total		\$18,000.00
Electrical - Generator	211	\$116,200.00
Sub Total		\$116,200.00
HVAC - RTU-1	216	\$13,000.00
HVAC - RTU-2	217	\$10,000.00
Mechanical - Exhaust Fan	219	\$1,600.00
Sub Total		\$24,600.00
Station Total		\$158,800.00

Notes

This was missing a zero in the report.

Station #4		
Category	Item #	Cost
General - Overhead Lintel	298	\$12,000.00
General - Apparatus Bay window lintels	299	\$10,000.00
General - Concrete Sealer	310	\$2,625.00
General - Replace overhad door	(324)	\$16,000.00
	Sub Total	\$40,625.00
Site - Asphalt Parking	314	\$14,375.00
	Sub Total	\$14,375.00
Electrical - Generator	336	\$36,500.00
	Sub Total	\$36,500.00
HVAC - AHU-1 & CU-1	341	\$5,356.00
HVAC - AHU-2 & CU-2	342	\$5,356.00
HVAC - Exhaust Fan for Toilet Room	345	\$1,600.00
Mechanical - Apparatus Bay Exhaust Fan	346	\$3,500.00
	Sub Total	\$15,812.00
	Station Total	\$107,312.00

\$5000 Added additional cost for raising lintel for larger overhead door. The possibility of this will be determined after ceiling is removed. Windows should be replaced to do this work. \$5500 to replace windows.

Cost for larger doors

Verify if this should be done when ceiling is removed.

Station #6		
Category	Item #	Cost
General - Overhead Lintel	427	\$12,000.00
General - repaint window lintels	428	\$450.00
General - Replace overhad door	(435, 437)	\$16,000.00
General - Concrete sealer	441	\$2,625.00
	Sub Total	\$31,075.00
Site - Asphalt Paving	445	\$6,000.00
Site - Drainage Discharge	447	\$800.00
	Sub Total	\$6,800.00
Electrical - New Generator	468	\$36,500.00
	Sub Total	\$36,500.00
HVAC - AHU-1 & CU-1	473	\$4,532.00
HVAC - AHU-2 & CU-2	474	\$5,092.00
HVAC - Exhaust Fan for Toilet Room	475	\$1,600.00
HVAC - Apparatus Bay Exhaust Fan	476	\$3,500.00
	Sub Total	\$14,724.00
	Station Total	\$89,099.00

\$9500 Added additional cost for raising lintel for larger overhead door. The possibility of this will be determined after ceiling is removed.

Cost for larger doors

Verify if this should be done when ceiling is removed.

Total	\$949,484.00
10% Contingency	\$94,948.40
Total 2017 Construction Budget	\$1,044,432.40
Total Construction Cost Combined	\$1,724,473.83

A number of items potentially will not contribute to this total due to results of investigation or options taken (see item 81 for trap doors).

Total Construction Budget w/ contingency for 2016 & 2017 Combined	\$1,896,921.21
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Attachment "C"

Standard Hourly Billing Rate Schedule

Dewberry	Hourly Rates
Professional	
Principal	\$260.00
Architect I,II,III	\$85.00, \$95.00, \$105.00
Architect IV,V,VI	\$125.00, \$135.00, \$155.00
Architect VII,VIII,IX	\$180.00, \$190.00, \$210.00
Interior Designer I,II,III,IV	\$65.00, \$80.00, \$100.00, \$135.00
Engineer I,II,III	\$90.00, \$100.00, \$115.00
Engineer IV,V,VI	\$130.00, \$145.00, \$160.00
Engineer VII,VIII,IX	\$175.00, \$190.00, \$210.00
Other Professionals I, II, III	\$90.00, \$100.00, \$110.00
Other Professionals IV, V,VI	\$130.00, \$145.00, \$160.00
Other Professionals VII, VIII, IX	\$185.00, \$200.00, \$215.00
Technical	
Geographer/GIS I,II,III	\$80.00, \$90.00, \$100.00
Geographer/GIS IV,V,VI	\$110.00, \$125.00, \$145.00
Geographer/GIS VII,VIII,IX	\$165.00, \$195.00, \$205.00
Designer I,II,III	\$95.00, \$110.00, \$135.00
Designer IV,V,VI	\$150.00, \$170.00, \$190.00
CADD Technician I,II,III,IV	\$65.00, \$80.00, \$90.00, \$105.00
Surveyor I,II,III	\$55.00, \$60.00, \$75.00
Surveyor IV,V,VI	\$90.00, \$105.00, \$120.00
Surveyor VII,VIII,IX	\$140.00, \$160.00, \$175.00
Other Technical I,II,III	\$55.00, \$75.00, \$95.00
Other Technical IV, V, VI	\$115.00, \$130.00, \$150.00
Construction	
Construction Professional I,II,III	\$120.00, \$130.00, \$145.00
Construction Professional IV,V,VI	\$170.00, \$190.00, \$200.00
Inspector I,II,III	\$75.00, \$90.00, \$100.00
Inspector IV,V,VI	\$115.00, \$130.00, \$145.00
Administration	
Admin Professional I,II,III,IV	\$65.00, \$80.00, \$90.00, \$100.00
Non-Labor Direct Costs	Cost + 15%

RESOLUTION NO. R2016-_____

**RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A DEBT INSTRUMENT TO FINANCE REPAIR AND
MAINTENANCE OF FIRE STATION FACILITIES**

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

Section 1. That the City Manager be, and he is hereby, authorized to enter into a not to a not to exceed debt principal of \$2,200,000 to finance repairs and maintenance of fire station facilities.,

Section 2. That the debt instrument will be for a principal repayment term of not to exceed seven (7) years,

Section 3. The interest financing rate will not exceed 4.5%,

Section 4. The loan will be set with terms and conditions acceptable to the City Manager and the City Treasurer as necessary to secure the debt instrument.

PRESENTED and ADOPTED this 20th day of June, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

Financial Management

DATE: 6/9/2016

MEMO: LETTER to the DECATUR CITY COUNCIL Financial Management Department
2016-11

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Resolution Authorizing the City Manager to Enter into a Debt Instrument to Finance Local Street Resurfacing and Reconstruction

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution, which authorizes the City Manager to enter into a debt instrument to finance local street resurfacing and reconstruction projects funded by local motor fuel tax revenues.

This resolution will be presented to Council at the June 20th meeting of the City Council.

BACKGROUND:

The City Council approved Council Ordinance 2016-08 on February 16, 2016 creating a local motor fuel tax effective April 1, 2016. The tax imposed is 5 cents per gallon of non-diesel fuel and 1 cent per gallon of diesel fuel purchased at retail or at bulk within the City of Decatur.

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

Proposed Investment

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

2016 projects	\$1.5 million
2017 projects	\$3.0 million

2018 projects \$3.0 million

City will enter into a debt instrument, preferably with a local financing institution, to fund the capital cost up to \$7.5 million, with term limit not to exceed nine (9) years, with a not to exceed interest rate of 5.0%, with loan conditions and covenants as necessary to secure the debt instrument.

Project Funding

The local motor fuel tax is expected to generate an annual revenue stream approaching \$1.5 million. City intends to allocate up to \$1 million annually for debt service.

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

INPUT FROM OTHER SOURCES: None.

STAFF REFERENCE: Tim Gleason, City Manager Rick Marley, Director of Public Works Gregg D. Zientara, City Treasurer & Director of Finance

BUDGET/TIME IMPLICATIONS:
Funding included in the 2016 budget.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. R2016-_____

**RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A DEBT INSTRUMENT TO FINANCE LOCAL STREET
RESURFACING AND RECONSTRUCTION**

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, the City Council has defined local street resurfacing and reconstruction as a goal which is in the best interests of health, safety and welfare of the citizens of Decatur; and

WHEREAS, on February 16, 2016, the City Council adopted Council Ordinance 2016-08 imposing a local motor fuel tax to raise revenue to affect the construction and maintenance of municipal streets and extensions, curbing, grade separations and approaches and engineering services related to those above listed items

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

Section 1. That the City Manager be, and he is hereby, authorized to enter into a not to exceed debt principal of \$7,500,000 to finance local street resurfacing and reconstruction,

Section 2. That the debt instrument will be for a principal repayment term of not to exceed nine (9) years,

Section 3. The interest financing rate will not exceed 5%,

Section 4. The loan will be set with terms and conditions acceptable to the City Manager and the City Treasurer as necessary to secure the debt instrument.

PRESENTED and ADOPTED this 20th day of June, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

Public Works

DATE: 6/10/2016

MEMO: 2016-29

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract for 2016 Storm Drainage Improvement Project, City Project 2016-30

SUMMARY RECOMMENDATION: Please refer to the attached Council Memo No. 2016-29 for further details.

COPY:

Kinney Contractors, Inc.
Burdick Plumbing & Heating Co., Inc.
Entler Excavating Co., Inc.

ATTACHMENTS:

Description	Type
Council Memorandum No. 2016-29	Cover Memo
Resolution - Kinney Contractors	Resolution Letter
Bid Tabulation for CP2016-30	Backup Material
Location Map 2016-30	Backup Material

Public Works Memorandum
NO. 2016-29

DATE: June 9, 2016

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract for
2016 Storm Drainage Improvement Project,
City Project 2016-30

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve the attached resolution accepting the bid and awarding the contract for the 2016 Storm Drainage Improvement Project, City Project 2016-30, to Kinney Contractors, Inc., (Kinney), as the lowest responsive and responsible bidder in the amount of \$210,675, and that the Mayor be authorized to execute the contract, and the City Clerk to attest.

PRIOR COUNCIL ACTIONS:

December 7, 2015 - The City Council approved Fiscal Year 2016 Capital Improvements Plan, which included an allocation of funds for this project.

BACKGROUND:

Storm Sewer Priorities

The 2009 Stormwater Master Plan addresses three main topics:

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

In April, 2014, the City Council approved the creation of a Stormwater Utility to provide a dedicated funding source to improve known drainage problems and to improve maintenance on existing stormwater facilities. The 2016 Storm Drainage Improvement Project will primarily address item 1 above by targeting ongoing drainage problems and those that have been identified as priorities over the past several months or years.

Project Description

The 2016 Storm Drainage Improvement Project will work to resolve various storm drainage concerns that the City has been monitoring for the past several years and some that have come to light in recent months. The 2016 Storm Drainage Improvement Project includes the following items. (See attached location map):

1. Install inlets and storm sewer along the south side of 1st Drive between 245 and 255 West 1st Drive.
2. Monroe Street / Harrison Avenue: Adjust 3 buried manholes to grade.
3. Home Park Avenue: Replace approximately 65 feet of damaged storm sewer along with other storm sewer improvements behind 2120 Home Park Avenue.
4. Mueller Avenue / 40th Street: Remove and replace approximately 100 feet of failed storm sewer pipe, remove and replace approximately 135 square yards of concrete pavement, regrade an existing ditch.
5. Country Club Road: Install approximately 130 feet of slotted drain pipe with inlets near 98 North Country Club Road.

Public Letting Results

The project specifications were prepared by the Public Works Department. The project was advertised Wednesday, May 18, 2016, and bids were opened on Wednesday, June 8, 2016. The results from the letting are as follows:

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est. Over/Under</u>
Kinney Contractors, Inc.	\$210,675.00	-1.42%
Burdick Plumbing & Heating Co., Inc.	\$212,868.00	-0.40%
Entler Excavating Company, Inc.	\$246,959.00	15.56%
Engineer's Estimate	\$213,714.00	-----

Three contractors took out bid packages and all three contractors submitted a bid proposal for the 2016 Storm Drainage Improvement Project. Kinney Contractors, Inc. provided the lowest responsive and responsible bid at (1.42%) below the Engineer's Estimate. Kinney has successfully completed several projects for the City and adheres to the prevailing wage rate requirements of the State of Illinois. Staff recommends that the City Council approve a contract with Kinney Contractors, Inc. to perform the 2016 Storm Drainage Improvement Project.

MINORITY PARTICIPATION GOALS:

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

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

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

Subcontracting is not required for a City project. Kinney Contractor's, Inc. does not intend to use subcontractors for this project.

SCHEDULE:

Work on this project will begin in July and is to be completed by September 16, 2016.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is allocated in the Stormwater Fund which is supported by stormwater utility fees. The total project cost is \$210,675.

Staff Impact: The Capital Improvement Plan has allocated staff time for this project. The project will begin in July and will be completed by September 16, 2016.

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

INPUT FROM OTHER SOURCES: None

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

This memorandum was prepared by Troy Hall, Civil Engineer I and reviewed by Matt Newell, P.E., City Engineer.

Attach: 3

cc: Kinney Contractors, Inc.
Burdick Plumbing & Heating Co., Inc.
Entler Excavating Co., Inc.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH KINNEY CONTRACTORS, INC., FOR
2016 STORM DRAINAGE IMPROVEMENTS PROJECT,
CITY PROJECT 2016-30**

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

Section 1. That the tabulation of bids received for City Project 2016-30, 2016 Storm Drainage Improvement Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Kinney Contractors, Inc., in the amount of \$210,675 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute a contract between the City of Decatur, Illinois, and Kinney Contractors, Inc., for said plan, for their bid price of \$210,675.

PRESENTED and ADOPTED this 20th day of June, 2016.

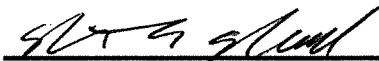
Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

Project Name: 2016 Storm Drainage Improvement Project				Engineer's Estimate City Engineering Division		Kinney Contractors, Inc. 19342 E Frontage Rd Raymond, IL 62560 Ph: 217-229-3322 Fax: 217-229-3609 Contact: Bill Kinney Kinney@roadbuilder.net		Burdick Plumbing & Heating Company, Inc. 1175 North 20th Street Decatur, IL 62521 Ph: 217-429-2385 Fax: Contact: Jeffrey Burdick jeff@burdickplumbing.com		Entler Excavating Company, Inc. 819 N Sunnyside Road Decatur, IL 62522 Ph: 217-428-1865 Fax: 217-428-1895 Contact: Stuart Entler Karen Rohman Karenentlerex@gmail.com	
Project Number: 2016-30											
Bid Date: Wednesday, June 8, 2016											
Time: 10:00 A.M.											
Fund: Storm Water Capital Improvements											
Organization Code: 78487806											
Object Code: 489040											
Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
20800150	TRENCH BACKFILL	150	TON	\$55.00	\$8,250.00	\$35.00	\$5,250.00	\$45.00	\$6,750.00	\$45.00	\$6,750.00
21400100	GRADING AND SHAPING DITCHES	380	FOOT	\$5.00	\$1,900.00	\$20.00	\$7,600.00	\$10.00	\$3,800.00	\$5.00	\$1,900.00
28000500	INLET AND PIPE PROTECTION	5	EACH	\$80.00	\$400.00	\$180.00	\$900.00	\$300.00	\$1,500.00	\$150.00	\$750.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	106	FOOT	\$15.00	\$1,590.00	\$15.00	\$1,590.00	\$25.00	\$2,650.00	\$77.50	\$8,215.00
44200976	CLASS B PATCHES, TYPE IV, 10 INCH	136	SQ YD	\$165.00	\$22,440.00	\$160.00	\$21,760.00	\$93.00	\$12,648.00	\$200.00	\$27,200.00
44201299	DOWEL BARS, 1 1/2 INCH	37	EACH	\$25.00	\$925.00	\$25.00	\$925.00	\$35.00	\$1,295.00	\$12.00	\$444.00
44201359	CLASS C PATCHES, TYPE IV, 10 INCH	130	SQ YD	\$165.00	\$21,450.00	\$130.00	\$16,900.00	\$91.00	\$11,830.00	\$225.00	\$29,250.00
44213200	SAW CUTS	1,148	FOOT	\$5.00	\$5,740.00	\$5.00	\$5,740.00	\$10.00	\$11,480.00	\$5.50	\$6,314.00
44213204	TIE BARS, 3/4 INCH	206	EACH	\$15.00	\$3,090.00	\$15.00	\$3,090.00	\$18.00	\$3,708.00	\$8.00	\$1,648.00
44213208	TIE BARS, 1 1/4 INCH	24	EACH	\$16.00	\$384.00	\$17.00	\$408.00	\$27.00	\$648.00	\$10.00	\$240.00
54215565	METAL END SECTIONS, 30 INCH	1	EACH	\$300.00	\$300.00	\$550.00	\$550.00	\$800.00	\$800.00	\$600.00	\$600.00
550B0050	STORM SEWERS, CLASS B, TYPE 1, 12 INCH	339	FOOT	\$95.00	\$32,205.00	\$68.00	\$23,052.00	\$60.00	\$20,340.00	\$50.00	\$16,950.00
550B0090	STORM SEWERS, CLASS B, TYPE 1, 18 INCH	75	FOOT	\$140.00	\$10,500.00	\$118.00	\$8,850.00	\$75.00	\$5,625.00	\$75.00	\$5,625.00
550B140	STORM SEWERS, CLASS B, TYPE 1, 30 INCH	20	FOOT	\$160.00	\$3,200.00	\$138.00	\$2,760.00	\$85.00	\$1,700.00	\$100.00	\$2,000.00
55100500	STORM SEWER REMOVAL, 12 INCH	26	FOOT	\$17.00	\$442.00	\$23.00	\$598.00	\$35.00	\$910.00	\$75.00	\$1,950.00
55100700	STORM SEWER REMOVAL, 15 INCH	7	FOOT	\$18.00	\$126.00	\$24.00	\$168.00	\$35.00	\$245.00	\$150.00	\$1,050.00
55100900	STORM SEWER REMOVAL, 18 INCH	134	FOOT	\$20.00	\$2,680.00	\$25.00	\$3,350.00	\$45.00	\$6,030.00	\$90.00	\$12,060.00
55101200	STORM SEWER REMOVAL, 24 INCH	85	FOOT	\$25.00	\$2,125.00	\$26.00	\$2,210.00	\$50.00	\$4,250.00	\$85.00	\$7,225.00
59300100	CONTROLLED LOW-STRENGTH MATERIAL	5	CU YD	\$165.00	\$825.00	\$165.00	\$825.00	\$150.00	\$750.00	\$125.00	\$625.00
60108210	PIPE UNDERDRAINS, TYPE 2, 10 INCH	140	FOOT	\$85.00	\$11,900.00	\$38.00	\$5,320.00	\$48.00	\$6,720.00	\$65.00	\$9,100.00
60108400	PIPE UNDERDRAINS, 10 INCH (SPECIAL)	178	FOOT	\$75.00	\$13,350.00	\$42.00	\$7,476.00	\$54.00	\$9,612.00	\$85.00	\$15,130.00
60200305	CATCH BASINS, TYPE A, 4 FT. DIAMETER, TYPE 3 FRAME AND GRATE	2	EACH	\$2,200.00	\$4,400.00	\$3,350.00	\$6,700.00	\$3,500.00	\$7,000.00	\$3,500.00	\$7,000.00
60223800	MANHOLES, TYPE A, 6 FT.-DIAMETER, TYPE 1 FRAME, CLOSED LID	1	EACH	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$4,900.00	\$4,900.00	\$10,000.00	\$10,000.00
60235300	INLETS, TYPE A, TYPE 1 FRAME, CLOSED LID	1	EACH	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,250.00	\$2,250.00	\$1,600.00	\$1,600.00
60236200	INLETS, TYPE A, TYPE 8 GRATE	1	EACH	\$1,400.00	\$1,400.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00
60255500	MANHOLES TO BE ADJUSTED	4	EACH	\$600.00	\$2,400.00	\$720.00	\$2,880.00	\$750.00	\$3,000.00	\$500.00	\$2,000.00

Project Name: 2016 Storm Drainage Improvement Project Project Number: 2016-30 Bid Date: Wednesday, June 8, 2016 Time: 10:00 A.M. Fund: Storm Water Capital Improvements Organization Code: 78487806 Object Code: 489040				Engineer's Estimate City Engineering Division		Kinney Contractors, Inc. 19342 E Frontage Rd Raymond, IL 62560 Ph: 217-229-3322 Fax: 217-229-3609 Contact: Bill Kinney Kinney@roadbuilder.net		Burdick Plumbing & Heating Company, Inc. 1175 North 20th Street Decatur, IL 62521 Ph: 217-429-2385 Fax: Contact: Jeffrey Burdick jeff@burdickplumbing.com		Entler Excavating Company, Inc. 819 N Sunnyside Road Decatur, IL 62522 Ph: 217-428-1865 Fax: 217-428-1895 Contact: Stuart Entler Karen Rohman Karenentlerex@gmail.com	
Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
60500050	REMOVING CATCH BASINS	2	EACH	\$500.00	\$1,000.00	\$600.00	\$1,200.00	\$800.00	\$1,600.00	\$250.00	\$500.00
60604400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	106	FOOT	\$52.00	\$5,512.00	\$53.00	\$5,618.00	\$75.00	\$7,950.00	\$60.00	\$6,360.00
X0324554	CONCRETE FLAT SLAB TOP	4	EACH	\$360.00	\$1,440.00	\$200.00	\$800.00	\$1,500.00	\$6,000.00	\$700.00	\$2,800.00
X550A0090	STORM SEWERS, DUCTILE IRON, TYPE 1, 18 INCH	37	FOOT	\$150.00	\$5,550.00	\$185.00	\$6,845.00	\$120.00	\$4,440.00	\$225.00	\$8,325.00
X550A0120	STORM SEWERS, DUCTILE IRON, TYPE 1, 24 INCH	65	FOOT	\$160.00	\$10,400.00	\$240.00	\$15,600.00	\$175.00	\$11,375.00	\$250.00	\$16,250.00
X550B0070	STORM SEWERS, RCCP, TYPE 1, 15 INCH	4	FOOT	\$115.00	\$460.00	\$230.00	\$920.00	\$150.00	\$600.00	\$200.00	\$800.00
X60200305	CATCH BASINS, TYPE A, 3 FT-DIAMETER, TYPE 3 FRAME AND GRATE	2	EACH	\$2,000.00	\$4,000.00	\$3,500.00	\$7,000.00	\$3,000.00	\$6,000.00	\$2,000.00	\$4,000.00
X6023530	INLETS, TYPE A, SPL FRAME, CLOSED LID	1	EACH	\$1,500.00	\$1,500.00	\$2,200.00	\$2,200.00	\$2,100.00	\$2,100.00	\$3,000.00	\$3,000.00
Z0007120	WELDED WIRE FABRIC 6X6	266	SQ YD	\$5.00	\$1,330.00	\$15.00	\$3,990.00	\$7.00	\$1,862.00	\$3.00	\$798.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	1	EACH	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
XX003424	CONNECTION TO EXISTING STRUCTURE	5	EACH	\$1,500.00	\$7,500.00	\$2,500.00	\$12,500.00	\$3,500.00	\$17,500.00	\$1,500.00	\$7,500.00
XX005486	CONNECT TO EXISTING PIPE	3	EACH	\$500.00	\$1,500.00	\$1,200.00	\$3,600.00	\$2,000.00	\$6,000.00	\$1,500.00	\$4,500.00
	TOTAL BIDS (AS CORRECTED)				\$213,714.00		\$210,675.00		\$212,868.00		\$246,959.00
	Percent Over Under ENGINEER'S ESTIMATE						-1.42%		-0.40%		15.56%


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

6-9-16
Date

MINTUES OF THE MEETING
OF THE
TRAFFIC AND PARKING COMMISSION

Thursday, May 26, 2016, 4:00 p.m.
City Council Chambers
Third Floor, Civic Center

- A. The May 26, 2016, meeting of the Traffic and Parking Commission was called to order at 4:04 p.m. in the City Council Chambers, Third Floor, Decatur Civic Center, by Acting Chairman, Jon Ninnemann.
- B. Roll Called by Acting Chairman, John Ninneman:

	Citizen Members	Attendance	Term Expires		Staff Members	Attendance
	Wick Anderson	15/24	10/1/2016	X	Ed Hurst Police	3/3
	Nikki Garry	14/18	10/1/2015		Lyle Meador, Fire	20/24
X	John Ninnemann	21/24	10/1/2016	X	Matt Newell, Engineering	24/25
X	Jared Broderick	1/2	4/4/2019	X	Joselyn Stewart, Planning	22/24

- C. Reviewed Agenda. Matt Newell motioned to approve the agenda; seconded by Jared Broderick and on call of the roll, Commission Members Broderick, Newell, Hurst, and Stewart voted aye. The Chairman declared the motion carried.

- D. Old Business. None.

NEW BUSINESS

Item #1 Request for stop signs at the intersection of Illinois Street/Lincoln Avenue facing Lincoln Avenue.

City staff received a complaint about the intersection of South Illinois Street and East Lincoln Avenue claiming that the lack of traffic control has resulted in accidents at this intersection. Upon reviewing accident reports it was seen that there had been five accidents reported at this intersection within a three year period. Four of the accidents were results of vehicles entering the intersection at the same time from conflicting directions. These types of accidents may be correctable by adding stop signs.

City staff performed traffic counts at the subject intersection and determined that Illinois Street carries the higher volume of traffic and the higher speed traffic. There are about 717 vehicles entering the intersection daily. With four correctable accidents, this results in 5.09 accidents

per million vehicles entering the intersection. The goal is to keep the rate below 1.5 accidents per million vehicles. Temporary stop signs are currently in place per Decatur Police Department.

City staff recommends installing permanent stop signs at the intersection of South Illinois Street and East Lincoln Avenue facing Lincoln Avenue.

Matt Newell motioned to move forward with the installation of permanent stop signs at the intersection of Illinois Street/Lincoln Avenue facing Lincoln Avenue. Seconded by Jared Broderick, and on call of the roll, Commission Members Broderick, Newell, Hurst, and Stewart voted aye. The chairman declared the motion carried.

Item #2 Request for stop signs at the intersection of Forest Avenue/Seigel Street facing Forest Avenue.

City staff received a complaint about the traffic control at the intersection of West Forest Avenue and South Seigel Street. The intersection is currently served by two yield signs which both face Forest Avenue. The complaint alleges that the yield signs are not heeded by all vehicles resulting in near accidents. The request was for the yield signs to be changed to stop signs. Upon reviewing the accident reports only one reported accident occurred within a three year time period at this intersection. The accident occurred in February of 2015 and involved a vehicle traveling northbound striking a vehicle traveling eastbound. It's unclear if stop signs would have had an impact on the outcome of this accident.

Even though accident data doesn't warrant a change on its own, this intersection is the only intersection in the neighborhood which is yield sign controlled. There are several intersections with stop sign control. For consistency, it may be beneficial to switch these yield signs to stop signs. Consistency amongst traffic control devices may help motorists' understanding of how to proceed through this intersection. The lack of sight distance around each corner also shows a need for vehicles to come to a stop at this intersection before proceeding through.

City staff recommends removing the yield signs and installing stop signs at the intersection of West Forest Avenue and South Seigel Street facing Forest Avenue.

Matt Newell motioned to move forward with the removal of yield signs and the installation of stop signs at the intersection of Forest Avenue and South Seigel Street facing Forest Avenue. Seconded by Jared Broderick, and on call of the roll, Commission Members Broderick, Newell, Hurst, and Stewart voted aye. The chairman declared the motion carried.

Item #3 Request for stop signs at the intersections of Illinois Street/Elmhurst Avenue, Illinois Street/Harrison Avenue, Illinois Street/Mueller Avenue, Illinois

84 **Street/Curtis Avenue with signs facing Elmhurst, Harrison, Mueller, and**
85 **Curtis Avenues.**
86

87 City staff received a complaint about the traffic control along the Illinois Street corridor from its
88 intersection with Elmhurst Avenue to Curtis Avenue. Each intersection has two yield signs
89 facing the streets crossing Illinois Street. The request was for the yield signs to be replaced with
90 stop signs. Upon reviewing the accident reports it was reported that four accidents have occurred
91 at or near the intersection of Illinois and Elmhurst in a three year period with only one being the
92 result of vehicles entering the intersection at the same time from conflicting directions. Two
93 accidents have occurred at the intersection of Illinois and Harrison in a three year time period
94 with both of them being the result of vehicles entering the intersection at the same time from
95 conflicting directions. Two accidents have occurred at the intersection of Illinois and Mueller in
96 a three year time period with only one being the result of vehicles entering the intersection at the
97 same time from conflicting directions. No recorded accidents occurred at the intersection of
98 Illinois and Curtis in the same three year period.
99

100 Traffic counts were performed for the subject intersections with the exception of Illinois and
101 Curtis. Parking on each of the streets may have skewed the counts as drivers will use the entire
102 width of the road to navigate around parked vehicles which could cause some vehicles to miss
103 the counter sitting on the road. With this in mind City staff still estimated crash rates based on
104 the counts recorded. The goal is to keep the rate below 1.5 accidents per million vehicles for low
105 volume intersections such as these. Illinois and Harrison exceeds this rate with 2.53 accidents
106 per million vehicles entering the intersection. Slight distance is also limited around many of the
107 corners of the subject intersections showing a need to stop before proceeding through.
108

109 For above reasons mentioned City staff recommends that the yield signs at North Illinois Street
110 and East Harrison Avenue be removed and replaced with stop signs. For consistency the City
111 recommends the yield signs at the other subject intersections should be replaced with stop signs
112 as well.
113

114 Matt Newell motioned to move forward with the removal of yield signs and the installation of
115 stop signs at the intersections of Illinois Street/Elmhurst, Harrison, Mueller, and Curtis Avenues.
116 Seconded by Jared Broderick, and on call of the roll, Commission Members Broderick, Newell,
117 Hurst, and Stewart voted aye. The chairman declared the motion carried.
118
119

120 **Item #4 Request for stop signs at the intersection of Calhoun Street/North Street**
121 **facing North Street.**
122

123 City staff received a complaint about the intersection of North Calhoun Street and East North
124 Street claiming that the lack of traffic control has resulted in accidents at this intersection. Upon
125 reviewing accident reports it was seen that there had been four accidents reported at this
126 intersection within a three year period. All of the accidents were the result of vehicles entering
127 the intersection at the same time from conflicting directions. These types of accidents may be
128 correctable by adding stop signs.
129

City staff performed traffic counts at the subject intersection and determined that Calhoun Street carries the higher volume of traffic. There are about 1,673 vehicles entering the intersection daily. There were high peaks of traffic along southbound Calhoun during times when Eldorado Street was blocked by a train which directs traffic that is less familiar with the neighborhood to cross this intersection; although there is no evidence that any of the accidents happened during times that a train was blocking Eldorado Street. With four correctable accidents, this results in 2.18 accidents per million vehicles entering the intersection. The goal is to keep the rate below 1.5 accidents per million vehicles.

City staff recommends installing stop signs at the intersection of North Calhoun Street and East North Street facing North Street.

Matt Newell motioned to move forward with the installation of stop signs at the intersection of North Calhoun Street and East North Street facing North Street. Seconded by Jared Broderick, and on call of the roll, Commission Members Broderick, Newell, Hurst, and Stewart voted aye. The chairman declared the motion carried.

Item #5 Request to remove “No Parking” signs from the 600 block of East Center Street.

City staff received a request from a homeowner on the south side of the 600 block of East Center Street to remove the parking restriction on the south side of the road. Currently the only occupied houses on the block are on the south side of the street and none of the houses have driveways off the street. Center Street appears to be a low volume street and the number of houses suggests that there wouldn't be very many cars parked on the street at a given time.

Citizen member Jared Broderick asked if there is parking on the north side of the street to which Griffin Enyart replied yes.

Citizen member John Ninneman asked if there is concern from the Decatur Fire Department with cars being parked on both sides of the street. Griffin Enyart responded no as there will still be room for a truck to get down the street.

City staff recommends allowing parking along the south side of the 600 block of East Center Street.

Matt Newell motioned to move forward with allowing parking along the south side of the 600 block of East Center Street. Seconded by Jared Broderick, and on call of the roll, Commission Members Broderick, Newell, Hurst, and Stewart voted aye. The chairman declared the motion carried.

Item #6 Request for a handicap parking space in front of 238 South Crea Street.

176
177
178 The residents of 238 South Crea Street desire an on-street handicap parking space and one
179 resident currently has a handicap parking placard. Resident with the handicap placard prefers to
180 park on the street but is not always able to find a space in front of their house.

181
182 City staff recommends approval.

183
184 Matt Newell motioned to move forward with allowing handicap parking space in front of 238
185 South Crea Street. Seconded by Jared Broderick, and on call of the roll, Commission Members
186 Broderick, Newell, Hurst, and Stewart voted aye. The chairman declared the motion carried.

187
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192 E. Other Business. Citizen member John Ninneman asked about three new handicap parking
193 spaces in downtown Decatur. Was inquiring about these spaces because the items had never
194 been brought to Traffic & Parking Commission Meeting. Traffic Supervisor Brian Elam
195 along with Griffin Enyart spoke that the City Manager approves the needs of downtown
196 citizens as long as it meets requirements. Mr. Ninneman was happy with the answer given.

197
198
199 F. Appearance of Citizens. None
200

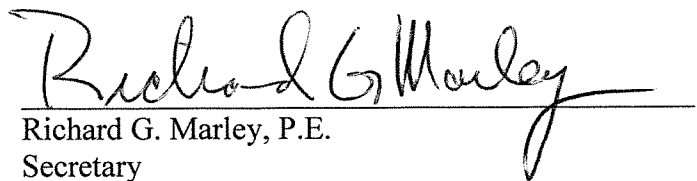
201
202 Ed Hurst motioned to adjourn the meeting; seconded by Matt Newell, and on call of the roll,
203 Commission Members Broderick, Ninnemann, and Stewart voted aye. The Chairman declared
204 the motion carried.

205
206
207 Meeting adjourned at 4:20p.m.

208
209 Certification

210
211 I, Richard G. Marley, Secretary of the Traffic & Parking Commission, do hereby certify that the
212 foregoing is a true and correct copy of the minutes of the Traffic and Parking Commission
213 meeting of May 26, 2016

214
215 |
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217
218
219
220


Richard G. Marley, P.E.
Secretary
Traffic and Parking Commission

MINUTES OF THE MEETING
OF THE
DECATUR PLAN COMMISSION

Thursday, May 5, 2016
City Council Chamber, Decatur Civic Center

The May 5, 2016 meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Glenn Livingston who determined a quorum was present.

Members Present: Bill Clevenger, Bruce Frantz, Ed Harris,
Kent Newton, Terry Smith, Glenn Livingston

Members Absent: Jack Myatt, Susie Peck, Mike Sotiroff

Staff Present: Billy Tyus, Suzy Stickle, Joselyn Stewart, Troy Hall,
Patrick Hoban, John Robinson, Janet Poland

Chairman Livingston stated the adjournment time in the April 25, 2016 minutes should be 3:08 P.M. instead of 4:08 P.M. It was moved and seconded (Frantz/Newton) to approve the minutes of the April 25, 2016 meeting of the Decatur City Plan Commission as corrected. Motion carried unanimously.

New Business

Cal. No. 16-10	Petition of EVERGREEN SOUTH, LLC, for a major preliminary subdivision plat and a major final subdivision plat located in the 200-300 BLOCKS of MUELLER COURT.
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Ms. Suzy Stickle was sworn in by Mrs. Janet Poland.

Ms. Stickle presented the recommendation of staff:

The subject site is approximately 19.32 acres and is currently developed with infrastructure.

In August of 2006, the Plan Commission voted to recommend approval of the Final Plat of Mueller Heights and the City Council approved it unanimously.

In February of 2009, the Plan Commission voted to recommend approval of the rezoning of the site from R-3 Single Family Residence District to PD Planned Development District to allow for four (4) single family residential units and twelve (12) two-family dwelling residential units. The City Council unanimously approved the rezoning.

In March 2009, the Plan Commission voted to recommend approval of the Final Plat of Mueller Heights 2nd Addition which was redesigned to accommodate the approved PD Planned Development District that was approved in February of 2009. The City Council unanimously approved the 19 lot Final Plat.

The subject site has reverted to R-3 Single Family Residence District as no residential units were constructed within 2 years of the approval date of the PD Planned Development District.

The 19.32 acre-site is proposed to be subdivided into 21 lots; 20 lots will be sold for residential development and one (1) lot is a common area for the development. The sole access to Mountain Harbor is provided by Mueller Court which is a private street that terminates into a cul-de-sac.

The Preliminary and Final Plats are being re-subdivided by the new owner to reconfigure the lots and allow for a new concept in hopes of spurring the development of single family residential units on this site.

The reconfiguration of the lots is with the intent of the original plats and is consistent with the requirements of the R-3 Single Family Residence District.

The Preliminary and Final Plats have been reviewed by the City's Technical Review Committee; Planning, Engineering and Fire have approved the proposed plats.

Staff recommends approval of the Preliminary and Final Plats with the following condition:

1. A site improvement bond in the amount of \$2,200 must be submitted to the City prior to the final plat being signed by those authorized to do so by the Subdivision Ordinance (Ordinance 80-56)

Sections 5-7 and 6-5 of the Subdivision Ordinance (Ordinance 80-56) state that after the Preliminary Plat and Final Plat have been submitted to the Department of Planning and Building Services, said plats may be considered by the Plan Commission at a public hearing. The Plan Commission may recommend to the City Council that such Preliminary Plat and Final Plat be approved or disapproved, or make other recommendations, if any, as may be appropriate.

Mrs. Mary Cave, representative, was sworn in by Mrs. Poland.

Mrs. Cave stated the proposed subdivision, Mountain Harbor, is very similar to Mueller Heights 1st Addition, with the addition of four (4) lots.

Mr. Bill Clevenger entered the meeting at 3:05 P.M.

There were no questions and no objectors present.

Ms. Stickle stated all recommendations of the Commission to the City Council other than those taken relative to the Zoning Ordinance shall be by majority of all members of the Commission.

It was moved and seconded (Harris/Frantz) to forward Calendar No. 16-10 to the City Council with a recommendation for approval. Motion carried unanimously.

Cal. No. 16-11

Petition of JIM HOBACK FBO EQUIPMENT LEASING COMPANY, to rezone property located at 2005 EAST OLIVE STREET from M-1 Intense Commercial/Light Industrial District to M-2 Heavy Industrial District.

Ms. Stickle presented the recommendation of staff:

The subject site located at 2005 East Olive Street is currently zoned both M-2 Heavy Industrial District and M-1 Intense Commercial/Light Industrial District and consists of approximately 0.7 acres.

The southern 1/3 of this site is zoned M-1 Intense Commercial/Light Industrial District with the northern 2/3 being zoned M-2 Heavy Industrial District.

The petitioner proposes to rezone the southern 1/3 of the site from M-1 Intense Commercial/Light Industrial District to M-2 Heavy Industrial District to allow for all those uses permitted in the M-2 Heavy Industrial District.

Rezoning the southern 1/3 of the site from M-1 Intense Commercial-Light Industrial District to M-2 Heavy Industrial District should not create any adverse effects on the adjacent properties or the City as a whole as a majority of the site is already zoned M-2 Heavy Industrial District.

The adjacent zoning includes M-2 Heavy Industrial District to the north, M-1 Intense Commercial-Light Industrial District to the south and east, and R-5 Two Family Residence District to the west. The Macon County and Decatur Comprehensive Plan shows this area as Employment which is consistent with the M-2 Zoning District. The existing uses to the north, south, and east are compatible with the permitted uses in the M-2 Heavy Industrial District.

Staff recommends approval of the rezoning.

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 16-11 to the City Council with a recommendation for approval is suggested.

Mr. Jim Hoback, representative, was sworn in by Mrs. Poland.

Mr. Hoback said three-fourths of the property is zoned M-2 and the rest is M-1. They are asking to rezone the entire property to M-2.

There were no questions and no objectors present.

It was moved and seconded (Frantz/Smith) to forward Calendar No. 16-11 to the City Council with a recommendation for approval. Motion carried unanimously.

Cal. No. 16-12

Petition of BILLY TYUS, ASSISTANT CITY MANAGER, for amendments to the City of Decatur Zoning Ordinance (Ord. #3512, as amended) Section II.-Definitions, Section XII.A.-B-2 Commercial District-Permitted Uses, Section XIV.A.-B-4 Central Business District-Permitted Uses, Section XIV.B-B-4 Central Business District-Conditional Uses and Section XVI.A.-M-1 Intense Commercial/Light Industrial District-Permitted Uses.

Ms. Stickle presented the recommendation of staff:

The current City of Decatur Zoning Ordinance was adopted in May of 2002. Since the time of adoption, Staff has discovered certain necessary changes, discrepancies and omissions as the new ordinance has been implemented, specifically in SECTION II. Definitions, SECTION XII. B-2

Commercial District, SECTION XIV. B-4 Central Business District, and SECTION XVI. M-1 Intense Commercial/Light Industrial District. It is Staff's hope that these changes and clarifications will make the Zoning Ordinance more comprehensive and applicable to the changing built urban environment all the while keeping the charge of making Decatur a beautiful place to live, work and play.

The proposed amendments will make clarifications in definitions and where automobile and truck rental businesses can be located within the City of Decatur.

One of the proposed amendments is to clarify the definition of Rental Establishments as well as create definitions for Rental, Passenger Automobiles, Passenger Trucks and Passenger Vans, Rental, Trucks and Trailers and Intermodal Storage Containers.

The proposed amendments to the B-2 Commercial District, B-4 Central Business District and M-1 Intense Commercial/Light Industrial District involve permitting Passenger Automobile, Passenger Truck and Passenger Van Rental businesses in the B-2 Commercial District and the M-1 Intense Commercial/Light Industrial District. The proposed amendments will also permit Truck and Trailer Rental businesses in the M-1 Intense Commercial/Light Industrial District. The B-4 Central Business District currently allows a conditional use permit for Auto and truck rental, the proposed amendments will clarify that a conditional use permit could be obtained for Passenger Automobile, Passenger Truck and Passenger Van Rental businesses.

Staff recommends approval of the amendments as proposed.

Section XXIX.G. of the Zoning Ordinance requires the Plan Commission to hold a public hearing and make recommendations to the City Council on amendments to the Zoning Ordinance. A motion to forward Calendar Number 16-12 to City Council with a recommendation of approval is suggested.

There were no questions and no objectors present.

It was moved and seconded (Harris/Newton) to forward Calendar No. 16-12 to the City Council with a recommendation for approval. Motion carried unanimously.

Cal. No. 16-13

Petition of AARON FREEMAN, MCP, to rezone property located at 2800 NORTH WATER STREET from B-2 Commercial District to M-1 Intense Commercial/Light Industrial District.

Ms. Stickle presented the recommendation of staff:

The subject site located at 2800 North Water Street is currently zoned B-2 Commercial District and consists of approximately 6.9 acres. The western half of a commercial strip center is located on the subject site.

In December of 2015, the City Council voted to approve the rezoning of the eastern half of the commercial strip center from M-1 Intense Commercial/Light Industrial District to B-2 Commercial District so that the entire commercial strip center is located in the same zoning district and to allow for all those uses permitted in the B-2 Commercial District.

The petitioner proposes to rezone the western half of the commercial strip center from B-2 Commercial District to M-1 Intense Commercial/Light Industrial District which would allow for all those uses permitted in the M-1 Intense Commercial/Light Industrial District.

Rezoning the site from B-2 Commercial District to M-1 Intense Commercial/Light Industrial District will increase the intensity of the uses permitted on the site and could create adverse effects on the adjacent properties and the City as a whole. It will also create a situation where half of the commercial strip center is in another zoning district which was a reason to rezone the eastern portion of the commercial strip center to B-2 Commercial District in December of 2015 so that the entire center would be in the B-2 Commercial District which is the highest and best use for this site.

Additionally, the City has in recent years made efforts to promote this corridor as Commercial/Retail, providing Enterprise Zone incentives for retail development both here and along Eldorado Street. It represents one of the city's most heavily traveled corridors and currently stands ripe for retail redevelopment. Both corridors currently facilitate high traffic counts, infrastructure is in place for development, they are highly visible and represent areas that can provide the best return for our investment of incentives. This site has for decades existed as a retail center.

The adjacent zoning includes B-2 Commercial District to the north, east and west and R-3 Single Family Residence District to the south and M-1 Intense Commercial-Light Industrial District to the south. The M-1 Intense Commercial/Light Industrial District is not consistent with the intent of the Macon County and Decatur Comprehensive Plan which shows this site as Retail. The currently permitted uses of the B-2 District are compatible with both the adjacent uses and zoning districts. There are many uses that are permitted in the M-1 Intense Commercial/Light Industrial District that are not compatible with the adjacent land uses and zoning districts.

Rezoning this site to M-1 Intense Commercial/Light Industrial District risks changing the character of the entire commercial shopping center site as well as a major retail corridor in the city.

Staff recommends denial of the rezoning.

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 16-11 to the City Council with a recommendation for denial is suggested.

Mr. Kent Newton asked if there were any less inclusive ways to accomplish what the developer is seeking. Ms. Stickle said not to her knowledge.

Mr. Aaron Freeman, representative, was sworn in by Mrs. Poland.

Mr. Freeman stated he is respectfully asking approval for the rezoning of 2800 North Water Street. U-Haul has owned the property that was zoned B-2 and M-1 since December 15, 2015. The property was purchased for truck rental, indoor storage as well retail sales. On December 21, 2015, the City Council voted to consolidate the zoning to only B-2. U-Haul only wants to bring business to the area. The east side of the site is earmarked for retail outlets and the other side for U-Haul.

Mr. Newton asked what type of tax revenue would be generated from the business. Mr. Freeman said tax would be generated from retail sales and their smaller fleet rentals.

Mr. Terry Smith asked where the rental units would be stored. Mr. Freeman said the vehicles would be stored in the front and side of the building.

Mr. Bruce Frantz asked if the storage would be along North Water Street. Mr. Freeman said it would be behind and inside the old Hollywood Video.

Chairman Livingston asked if this would take up a portion of the old K's Merchandise Mart or if there was a barrier. Mr. Freeman said there are two (2) barriers. The old Hollywood Video would be the retail showroom and K's Merchandise Mart would be the interior climate controlled storage.

Mr. Ed Harris asked if there would be outdoor container storage. Mr. Freeman stated it would all be inside, the only storage outside would be cars and trucks.

Mr. Freeman shared pictures of current U-Haul sites to the Commission.

It was moved and seconded (Harris/Clevenger) to forward Calendar No. 16-13 to the City Council with a recommendation for approval as requested by the petitioner. Motion carried unanimously.

There being no further business, it was moved and seconded (Harris/Smith) to adjourn the meeting. Motion carried unanimously. Chairman Glenn Livingston declared the meeting adjourned at 3:28 P.M.

A handwritten signature in black ink, appearing to read "Kent Newton", is written over a horizontal line.

Kent Newton, Secretary
Decatur City Plan Commission

City Clerk

DATE: 6/20/2016

MEMO: Council Memorandum # 2016-12

TO: Honorable Mayor and City Council Members

FROM: Tim Gleason, City Manager

SUBJECT: Amendments to City Code Chapter 7

SUMMARY RECOMMENDATION: Staff recommends that City Council approve the attached ordinance regarding modifications to Chapter 7 of City Code.

BACKGROUND:

The Finance Department is in need of establishing the position of Water Customer Service Supervisor to be utilized on an as-needed basis during the transition to the new MUNIS Utility Billing program over the next twelve months. No new employees will be hired for the position; higher class pay will be provided to the current Water Customer Service Representative assigned to the position, during those times when the position is needed.

The Development Services Department is in need of a specialist to work on development and revitalization efforts for the Department and the City. This position would supplant the current Planning and Development Assistant position in the current budget. That position, which is currently vacant, would be eliminated with the establishment of the new position of Development and Revitalization Specialist.

Both of these two positions are required to be included in Chapter 7 of City Code prior to being filled. This ordinance provides for these positions in the Code, as required.

POTENTIAL OBJECTIONS: There are no known objectors to these changes.

INPUT FROM OTHER SOURCES: None.

STAFF REFERENCE: Billy Tyus, Assistant City Manager for Development Services; E-mail: btyus@decaturil.gov; Phone: 424-2790.

BUDGET/TIME IMPLICATIONS: The funds to cover these changes in staffing are covered in the Fiscal Year 2016 Finance and Development Services Departments' budgets, respectively.

ATTACHMENTS:

Description	Type
Ordinance Amending City Code Chapter 7	Ordinance

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
- CHAPTER 7 – OFFICERS AND EMPLOYEES GENERALLY-**

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

Section 1. That Section 2 of Chapter 7 of the City Code of the City of Decatur be, and the same is hereby, amended and modified, so that as so amended and modified said Section 2 of Chapter 7 shall provide as follows:

2. APPOINTMENT AND REMOVAL. The City Manager shall have the power and authority to appoint and remove at will the Assistant City Managers, all directors of departments, all deputy and assistant department directors, fire marshals, battalion chiefs, police personnel above the rank of sergeant, division managers, administrative secretaries, executive assistant, members of the Legal Department, Personnel Specialists, Training Officer, Human Rights Officer, Systems Administrator, Senior Systems Analyst, Systems Analyst, Budget and Revenue Officer, Risk Management Assistant, Water Customer Service Manager, Water Customer Service Supervisor, Street and Sewer Maintenance Supervisor, Civil Engineer I, Civil Engineer II, Assistant City Engineer, GIS Specialist, Fleet Supervisor, Water Production Maintenance Supervisor, Water Production Operations Supervisor, Engineering Services Coordinator, Supervisor of Technical Services, CAD System Coordinator, Police Records Supervisor, Water Distribution Supervisor, Water Metering Supervisor, City Forestry and Property Supervisor, Foreman, Economic Development Officer, Building Inspections Manager, Senior Planner, Planners, Planning and Development Manager, Development and Revitalization Specialist, Senior Crime Analyst, Crime Analyst, Emergency Communications Manager, Emergency Communications Supervisors, Neighborhood Inspections Administrator, Neighborhood Programs Manager, Neighborhood Program Specialist, Enterprise Zone Administrator, and temporary and seasonal employees.

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 20th day of June,
2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

PUBLISHED this _____ day of _____, 201____.

DEBRA G. BRIGHT, CITY CLERK

Additions AND Deletions

CHAPTER 7

- OFFICERS AND EMPLOYEES GENERALLY -

2. **APPOINTMENT AND REMOVAL.** The City Manager shall have the power and authority to appoint and remove at will the Assistant City Managers, all directors of departments, all deputy and assistant department directors, fire marshals, battalion chiefs, police personnel above the rank of sergeant, division managers, administrative secretaries, executive assistant, members of the Legal Department, Personnel Specialists, Training Officer, Human Rights Officer, Systems Administrator, Senior Systems Analyst, Systems Analyst, Budget and Revenue Officer, Risk Management Assistant, Water Customer Service Manager, **Water Customer Service Supervisor**, Street and Sewer Maintenance Supervisor, Civil Engineer I, Civil Engineer II, Assistant City Engineer, GIS Specialist, Fleet Supervisor, Water Production Maintenance Supervisor, Water Production Operations Supervisor, Engineering Services Coordinator, Supervisor of Technical Services, CAD System Coordinator, Police Records Supervisor, Water Distribution Supervisor, Water Metering Supervisor, City Forestry and Property Supervisor, Foreman, Economic Development Officer, Building Inspections Manager, Senior Planner, Planners, Planning and Development Manager, **Development and Revitalization Specialist**, Senior Crime Analyst, Crime Analyst, Emergency Communications Manager, Emergency Communications Supervisors, Neighborhood Inspections Administrator, Neighborhood Programs Manager, Neighborhood Program Specialist, Enterprise Zone Administrator, and temporary and seasonal employees.

Mass Transit

DATE: 5/20/2016

MEMO: Council Memo # 2016-13

TO: Honorable Mayor Julie Moore Wolfe and Council

FROM: Tim Gleason, City Manager
Jerry Bauer, Assistant City Manager
John Williams, Mass Transit Administrator

SUBJECT: Designation as a Section 5310 Public Body

SUMMARY RECOMMENDATION: Decatur Public Transit System recommends that City Council approve the attached resolution, allowing for application as a Section 5310 Public Body. This designation will permit the Transit System to apply for para-transit vehicle grants through the Illinois Department of Transportation.

BACKGROUND:

Application for a 5310 designation, if approved, will allow the Decatur Public Transit System to apply for grants through the Consolidated Vehicle Program(CVP) of the Illinois Department of Transportation, for Paratransit vehicles that will serve the elderly and disabled.

It will also allow for capital and operation expenses for traditional and non-traditional projects such as, transit related information technology, building accessible pathways to bus stops, and mobility management programs.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: John Williams, Mass Transit Administrator; E-mail: jwilliams@decaturil.gov; Phone: 424-2820. Jerome Parker, Resident Manager, MV Corporation; E-mail: jparker@decaturil.gov; Phone: 424-2820.

BUDGET/TIME IMPLICATIONS: This application will have no impact on the budget. The item requires Council approval, within 30 days after application deadline, for consideration.

ATTACHMENTS:

Description
Resolution

Type
Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING APPLICATION TO
THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR
DESIGNATION AS A SECTION 5310 PUBLIC BODY PROVIDER
UNDER THE DEPARTMENTS'S GENERAL AUTHORITY
TO MAKE SUCH DESIGNATION**

WHEREAS, the provision of specialized paratransit service is essential to the transportation of elderly and other transportation disadvantaged persons; and

WHEREAS, the provision of specialized paratransit service by a public body is in the best interest of the community; and

WHEREAS, application for the said designation will impose certain obligations upon the recipient;

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

SECTION 1. That an application be made by the City of Decatur, Illinois, to the Division of Public & Intermodal Transportation, Department of Transportation, State of Illinois, for designation as a Section 5310 Public Body Service Provider under the Illinois Department of Transportation's general authority to make such designation, for the purpose of providing transportation services to elderly persons or persons with disabilities.

SECTION 2. That the Mass Transit Administrator of the City of Decatur, Illinois, is hereby authorized and directed to execute and file on behalf of the City of Decatur, Illinois, such application.

SECTION 3. That the Mass Transit Administrator of the City of Decatur, Illinois is authorized to furnish such additional information as may be required by the Division of Public & Intermodal Transportation in connection with the aforesaid application for said grant.

PRESENTED AND ADOPTED this 20th day of June, 2016

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G, BRIGHT, CITY CLERK

Development Services

DATE: 6/15/2016

MEMO: 16-30

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Resolution Authorizing Execution of an amended Preliminary Engineering Services Agreement for Federal Participation with Massie Massie & Associates for Decatur Corridor Monument Installation Project, Project No. TE-00D7(040))

SUMMARY RECOMMENDATION: It is recommended that the City Council authorize this amended agreement for required engineering and planning work for the city's ITEP Corridors Monument Installation enhancement grant.

BACKGROUND: The State of Illinois announced that the City would be receiving a grant of up to \$1 million in early 2010 as part of the Illinois Transportation Enhancement grant program to address the condition of local corridors. The grant provides an 80% reimbursement for certain costs intended to be used to improve the appearance of two of the City's primary entryways – U.S. 51 and U.S. Route 36/Eldorado Street – specifically through the addition of monuments, entryway signage and landmarks. Massie Massie & Associates has served as the city's consultant and project manager since the start of the project and this amendment adds \$7,213 to our existing agreement with Massie Massie & Associates for engineering work required by IDOT to be performed by Chastain & Associates. The additional funding brings the total contract amount to \$117,213, with 80% of the cost covered by the grant.

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

INPUT FROM OTHER SOURCES: Illinois Department of Transportation

STAFF REFERENCE: Billy Tyus, Assistant City Manager for Development Services can be reached at btyus@decaturil.gov or 217-424-2727.

BUDGET/TIME IMPLICATIONS: The amendment adds \$7,213 in engineering costs to the existing agreement. 80% of the cost (\$5,770.40) will be funded through an existing grant.

ATTACHMENTS:

Description

resolution

amended agreement

Type

Resolution Letter

Backup Material

RESOLUTION NO: _____

Resolution Authorizing Execution of an amended Preliminary Engineering Services Agreement for Federal Participation with Massie Massie & Associates for Decatur Corridor Monument Installation Project, Project No. TE-00D7(040)

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

Section 1: That the amended Preliminary Engineering Services Agreement for Federal Participation presented to the City Council herewith between the City of Decatur and Massie, Massie & Associates to provide professional engineering services in connection with Project No. TE-00D7 (040) for an amount not to exceed \$117,213, be, and it is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign said Preliminary Engineering Services Agreement on behalf of the City of Decatur.

PRESENTED and ADOPTED this 20th day of June, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

Local Agency City of Decatur	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation AMENDED	C O N S U L T A N T	Consultant Massie Massie & Associates
County Macon County				Address 1210 South 5th Street
Section 10-00012-00-MS				City Springfield
Project No. TE-00D7(040)				State IL
Job No. P-97-011-11				Zip Code 62703
Contact Name/Phone/E-mail Address Mr. Billy Tyus 217-424-2727 btyus@decaturil.gov				Contact Name/Phone/E-mail Address Sue Massie 217/544-3210 suem@massie-massie-associates.com

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

Project Description

Name Decatur Corridor Monument Installation Route 51 and 36 Length spt imp. Structure No. NA

Termini U.S. Route 51 from the north to south corporate limit and U.S. Route 36 from the east to west corporate limit of Decatur

Description Project consists of planning and design services for visual enhancements and physical improvements adjacent to these two major and heavily travelled thoroughfares.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 240 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

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

II. THE LA AGREES,

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

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

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

Specific Rate ☒ (Pay per element)

Lump Sum ☐ _____

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

☐ With Retainage

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

☒ Without Retainage

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

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

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

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

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

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

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

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Massie Massie & Associates	37-1218974	\$110,000.00
Sub-Consultants:	TIN Number	Agreement Amount
Chastain & Associates LLC	37-0714576	\$7,213.00
	Sub-Consultant Total:	7,213.00
	Prime Consultant Total:	110,000.00
	Total for all Work:	117,213.00

Executed by the LA:

City of Decatur, Illinois

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

City Clerk _____ Clerk

Title: Mayor _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

Sue Massie

By: Ned F. Brumleve

By: Sue Massie

Title: Associate Landscape Architect _____

Title: President, Owner and CEO _____

Exhibit A - Preliminary Engineering

Route: U.S. Routes 51 and 36
 Local Agency: City of Decatur
 (Municipality/Township/County)
 Section: 10-00012-00-MS
 Project: TE-00D7(040)
 Job No.: P-97-011-11

*Firm's **approved rates** on file with IDOT'S
 Bureau of Accounting and Auditing:

Overhead Rate (OH) 0.00 %
 Complexity Factor (R) 0.00
 Calendar Days 365

Method of Compensation:

- Cost Plus Fixed Fee 1 ☐ 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 ☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 ☐ 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate ☒
 Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Prelim. Eng. I	Project Manager	182.00	\$100.00	\$18,200.00	\$0.00		\$2,000.00		\$20,200.00
Incl. Task 1 through 4	Sr.Planner / LA	140.00	\$90.00	\$12,600.00	\$0.00				\$12,600.00
	As. Planner / LA	312.00	\$75.00	\$23,400.00	\$0.00				\$23,400.00
	CAD / GIS Tech.	140.00	\$60.00	\$8,400.00	\$0.00				\$8,400.00
Prelim. Eng. II	Project Manager	120.00	\$100.00	\$12,000.00	\$0.00		\$1,000.00		\$13,000.00
Task 5	Sr.Planner / LA	80.00	\$90.00	\$7,200.00	\$0.00				\$7,200.00
	As Planner / LA	240.00	\$75.00	\$18,000.00	\$0.00				\$18,000.00
	CAD Tech.	120.00	\$60.00	\$7,200.00	\$0.00				\$7,200.00
Prelim. Eng. II (Sub)						\$7,213.00			\$7,213.00
See Exhibit D and E									
Totals		1,334.00		\$107,000.00		\$7,213.00	\$3,000.00		\$117,213.0

Name	Massie Massie & Associates
Address	1210 S 5th, Springfield, IL
Telephone	217.544.3210
TIN Number	

Local Agency	City of Decatur
Section Number	10-00012-00-MS
Project Number	TE-00D7(040)
Job Number	P-97-011-11

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Chastain & Associates LLC	37-0714576	
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

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Exhibit C



**Illinois Department
of Transportation**

Justification & Explanations Applicable to Cost Estimates

- 1) Massie, Massie & Associates is prequalified by IDOT and approved to use their standard hourly rates. These rates are on-file at IDOT. Standard hourly rates are allowed instead of using a multiplier, for firms that have only occasional work with IDOT.

- ~~2) Justification and explanation of expenditures in the amount of \$40,000.00 under "Services by Others" on Exhibit A, are expectations that include services and support for structural and/or electrical engineering. Until specific projects are identified and concept designs prepared, the exact nature, cost or extent of such services cannot be accurately at this time. A detailed scope and cost estimates will be prepared and incorporated at a future date and stated previously.~~

- 3) A detailed explanation of estimated services under "In House Direct Costs" on Exhibit A is as follows:

Meeting Expenses \$ 300.00

1. 6 meetings, coffee and rolls @ \$50/meeting

Printing..... \$1,500.00

1. Information packets to Advisory Committee, City, New Outlets

10 packets, 10 copies, 20 pgs. = 2000 pgs.

1000 B&W @ \$0.10/ea. + 1000 color @ \$0.75 = \$850.00

2. Exhibits for public display

10 color scans, printing, laminating, mounting @ \$65/ea. = \$ 650.00

Travel \$ 1,200.00

2400 miles at \$0.50/mile.

TOTAL **\$ 3,000.00**

EXHIBIT D

Project Budget Worksheet

Project: Massie/Massie - City of Decatur Signs

HLC Proj No:

Date: 9-Jun-16

Labor Multiplier: 3.0

Labor Escalation Factor: 1.00

Total Labor Multiplier: 3.00

Direct Cost Estimate

C:\Users\kmyers\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\5YIU8J0G\Project Budget.xlsx\budget												
	Task No.	Item Description	Sheet Count	Labor Code Budget		Benz Project Engineer I	Buening Project Manager I	King Tech IV	Myers Project Principal	Waldhoff Admin	Task Direct Cost	\$18.00 CADD (Hours)
				Billing	Hours							
1 <u>Sign Details and Foundation</u>												
1.1 Administration & management				\$279.00	2.5		2			0.5		
1.2 Wayfinding Sign Specifications & Column Design				\$915.00	9	5	2	2				2
1.3 Wayfinding Sign Foundation Details				\$1,284.00	12	4	2	6				6
1.4 Entrance Sign Specifications & Column Design				\$1,512.00	14	4	2	8				8
1.5 Entrance Sign Foundation Detials				\$1,632.00	16	8	2	6				8
1.6 Crashworthiness				\$426.00	4	2	2					
1.7 QA/QC				\$603.00	3				3			
Total Sheet Count			0									
Labor Subtotals				\$6,651.00	60.5	23	12	22	3	0.5		24
Direct Cost				\$562.00							\$562.00	\$432.00
Total				\$7,213.00								
Total Project & QC/QA Personnel Hours					60.5							
Total Project & QC/QA Personnel Costs					\$6,651.00							
Total Project & QC/QA Direct Costs					\$562.00							
Total Project & QC/QA Costs					\$7,213.00	23	12	22	3	0.5		
Participation by Hours					60.5							
Percent of Participation by Hours					100.00%						38.02%	19.83%
Personnel Cost/Hour												

EXHIBIT E
CHASTAIN & ASSOCIATES LLC
HOURLY RATES OF STAFF
EFFECTIVE: May 29, 2016

<u>Project Principal</u>	<u>Hourly Rate</u>	<u>Weighted Average Rate</u>	<u>Wage Rate Range</u>
Cook	\$ 67.00	\$ 67.25	\$67.00 - \$68.00
Foltz	\$ 67.00		
Jedrzejak (Dan)	\$ 68.00		
Myers	\$ 67.00		
<u>Sr. Project Manager</u>	<u>Hourly Rate</u>	<u>Weighted Average Rate</u>	<u>Wage Rate Range</u>
Frerichs	\$ 62.00	\$ 63.50	\$62.00 - \$65.00
Jurewicz	\$ 65.00		
<u>Project Manager II</u>	<u>Hourly Rate</u>	<u>Weighted Average Rate</u>	<u>Wage Rate Range</u>
Buening	\$ 42.00	\$ 43.90	\$42.00 - \$46.00
Cave	\$ 46.00		
Siefert	\$ 43.70		
<u>Project Manager I</u>	<u>Hourly Rate</u>	<u>Weighted Average Rate</u>	<u>Wage Rate Range</u>
O'Connor	\$ 45.50	\$ 42.75	\$40.00 - \$45.50
Stoll	\$ 40.00		
<u>Project Engineer II</u>	<u>Hourly Rate</u>	<u>Weighted Average Rate</u>	<u>Wage Rate Range</u>
Fortin	\$ 33.00	\$ 35.57	\$33.00 - \$39.00
Pang	\$ 36.06		
Roberts	\$ 39.00		
Schmanski	\$ 34.00		
Scott	\$ 35.80		
<u>Project Engineer I</u>	<u>Hourly Rate</u>	<u>Weighted Average Rate</u>	<u>Wage Rate Range</u>
Benz	\$ 29.00	\$ 30.75	\$29.00 - \$32.50
Hartwig	\$ 32.50		
<u>Engineer</u>	<u>Hourly Rate</u>	<u>Weighted Average Rate</u>	<u>Wage Rate Range</u>
Bhatti	\$ 27.70	\$ 26.15	\$25.10 - \$27.80
Kane	\$ 25.10		
Ozier	\$ 26.10		
Pocius	\$ 25.10		
Romero	\$ 25.10		
Stone	\$ 27.80		
<u>Chief of Survey</u>	<u>Hourly Rate</u>	<u>Weighted Average Rate</u>	<u>Wage Rate Range</u>
Trei	\$ 35.00	\$ 35.00	\$35.00 - \$35.00

<u>Surveyor I</u>	<u>Hourly Rate</u>	<u>Weighted Average Rate</u>	<u>Wage Rate Range</u>
Graven	\$ 27.00	\$ 27.60	\$27.00 - \$28.20
Stedman	\$ 28.20		
<u>Senior Tech.</u>	<u>Hourly Rate</u>	<u>Weighted Average Rate</u>	<u>Wage Rate Range</u>
Rasner	\$ 47.30	\$ 47.30	\$47.30 - \$47.30
<u>Tech. IV</u>	<u>Hourly Rate</u>	<u>Weighted Average Rate</u>	<u>Wage Rate Range</u>
Bullock	\$ 41.00	\$ 40.00	\$38.00 - \$41.00
King	\$ 38.00		
Wozniarski	\$ 41.00		
<u>Tech.III</u>	<u>Hourly Rate</u>	<u>Weighted Average Rate</u>	<u>Wage Rate Range</u>
Balagna	\$ 35.50	\$ 34.75	\$34.00 - \$35.50
Wilt	\$ 34.00		
<u>Tech. II</u>	<u>Hourly Rate</u>	<u>Weighted Average Rate</u>	<u>Wage Rate Range</u>
Gunderson	\$ 31.00	\$ 30.00	\$28.50 - \$31.00
Jedrzejak (Thad)	\$ 30.50		
Kocher	\$ 28.50		
<u>Tech. I</u>	<u>Hourly Rate</u>	<u>Weighted Average Rate</u>	<u>Wage Rate Range</u>
Albers, E.	\$ 13.00	\$ 18.83	\$13.00 - \$25.00
Beyers	\$ 22.00		
Chaney	\$ 18.00		
Freeman	\$ 14.00		
Hosier	\$ 25.00		
Phillips	\$ 21.00		
<u>Administrative</u>	<u>Hourly Rate</u>	<u>Weighted Average Rate</u>	<u>Wage Rate Range</u>
Albers	\$ 27.80	\$ 21.23	\$16.50 - \$27.80
Basich	\$ 16.50		
Lawson	\$ 22.60		
Waldhoff	\$ 18.00		

* Denotes part time employee not receiving holiday pay, vacation pay or group insurance.

Annual salary adjustments (raises) are typically made annually on January 1st and generally average 5%.

Management Services

DATE: 6/9/2016

MEMO: 2016-04

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Timothy Gleason, City Manager
Gerard J. Bauer, Assistant City Manager
James Edwards, MIS Manager

SUBJECT:

Microsoft Office 365 (2013) 2nd Annual Licensing Fulfillment

SUMMARY RECOMMENDATION: Staff recommends that City Council approve the attached resolution, authorizing the City Manager to execute an agreement with CDW-G, for Microsoft Office 365, fulfilling the 2nd year of a 3 year subscription licensing agreement approved by City Council and signed by City Manager in 2015.

BACKGROUND:

The City has standardized on the Microsoft Office 365 productivity software suite and has been utilizing Office 365 “subscription service” for the past year. On April 6, 2015, the first year of this three year commitment was authorized for payment by the City Council, in the amount of \$36,295.21.

Many City Staff employees have more than one computer device where Microsoft Office product is required in their roles. The subscription purchase of Office 365 allows employees to use the product on as many as 5 different devices with a single license. The City does need to purchase additional licenses for any user using more than one device.

The quote received for this agreement is attached. The proposed vendor, CDW-G, has the Illinois Microsoft Large Account Reseller (LAR) agreement with Microsoft for government entities and therefore provides the lowest purchase price for this product. Staff recommends acceptance of the proposal from CDW-G for \$36,242.58 for the 2nd of the three year licensing agreement.

PRIOR COUNCIL ACTION: This project was previously approved by City Council and signed by City Manager in April of 2015. It is a 3 year licensing agreement for Microsoft Office 365.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS: The \$36,242.58 cost for this purchase will be paid from the approved FY 2016 MIS operating budget.

ATTACHMENTS:

Description	Type
Microsoft Office Resolution	Resolution Letter
2016 Office 365 Vendor Quote	Backup Material

RESOLUTION NO. R_____

**RESOLUTION APPROVING THE EXPENDITURE OF CITY FUNDS
WITH CDW-GOVERNMENT (CDW-G)
TO RENEW ANNUAL MICROSOFT OFFICE LICENSING FULLFILLMENT**

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

Section 1. That the price quote presented to the City Council herewith from CDW-G for renewal of the Microsoft Office 365 (2013) 2nd Annual Licensing Fulfillment is hereby, received, placed on file, and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute a Purchase Order to CDW-G in an amount not to exceed \$36,242.58 for said licensing renewal.

PRESENTED AND ADOPTED this 20th day of June, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

QUOTE CONFIRMATION



DEAR P. KAY NUERNBERGER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.



ACCOUNT MANAGER NOTES: 6/22/16 to 6/21/17

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HDDD722	6/8/2016	6/22/16 TO 6/21/17	3172900	\$36,242.58

IMPORTANT - PLEASE READ

Special Instructions: 6/22/16 to 6/21/17

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
 NO IMAGE AVAILABLE MS EA Q365 PRO PLUS SUB P/USER GOV Mfg. Part#: 3WS-00001-12-SLG Electronic distribution - NO MEDIA Contract: Illinois Microsoft (CMS6945110)	277	3392242	\$108.79	\$30,134.83
 NO IMAGE AVAILABLE MS EA OFFICE STD LIC/SA Mfg. Part#: 021-05331-SLG Electronic distribution - NO MEDIA Contract: Illinois Microsoft (CMS6945110)	55	2431735	\$111.05	\$6,107.75

PURCHASER BILLING INFO	SUBTOTAL	\$36,242.58
Billing Address: CITY OF DECATUR ATTN: ACCOUNTING DIVISION 1 GARY K ANDERSON PLZ DECATUR, IL 62523-1196 Phone: (217) 424-2762 Payment Terms: NET 30-VERBAL	SHIPPING	\$0.00
	GRAND TOTAL	\$36,242.58
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: CITY OF DECATUR PKAY NURENBERGER 1 GARY K ANDERSON PLZ DECATUR, IL 62523-1196 Phone: (217) 424-2762 Shipping Method: ELECTRONIC DISTRIBUTION		

Need Assistance? CDW•G SALES CONTACT INFORMATION



Philippe Stapp

(866) 551-9995

philsta@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2016 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.200.4239

Financial Management

DATE: 6/8/2016

MEMO: 2016-9

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Amendment to Chapter 51.2 Food and Beverage Tax

SUMMARY RECOMMENDATION:

It is recommended that the City Council pass the proposed ordinance amendment regarding Chapter 51.2 section 6 and 7 to set the due date to the 20th, increase the per month penalty charge to 10%, and to allow a prompt payment discount of 1.75%. The change would begin with the July 2016 tax liability filings being due on August 20, 2016.

This amendment will be presented to Council at the June 20th meeting of the City Council.

BACKGROUND:

Staff recommends the locally administered taxes all be consistent. The Local Motor Fuel Tax was passed in February 2016 with these same filing guidelines.

PRIOR COUNCIL ACTION: Food and Beverage Tax Ordinance No. 2002-77 went into effect November 1, 2002. Amending Ordinance No. 2011-72 increased the fine for ordinance violation.

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

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance Amending City Code Chapter	

51.2 Sections 6 and 7 Food and Beverage Tax	Ordinance
Additions and Deltions Chapter 51.2 Sections 6 and 7 Food and Beverage Tax	Exhibit
Chapter 51.2 Proposed Change	Exhibit

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
- CHAPTER 51.2 SECTIONS 6 and 7 -
- FOOD AND BEVERAGE TAX -**

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

Section 1. That Chapter 51.2 Sections 6 and 7 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended so that said Chapter 51.2 Sections 6 through 7 as so modified and amended, shall provide as follows:

6. MONTHLY RETURNS.

(a) A sworn monthly return shall be filed with the Finance Department of the City no later than the twentieth day of the calendar month next succeeding the month for which the return is made, a sum of money equal to the amount of food and beverage tax owing for the preceding month, accompanied by a sworn monthly return in a format prescribed by the Finance Director containing such information as the Finance Director may reasonably require including, but not limited to all receipts from taxable purchase of food and beverage and the tax collected for such.

(b) Any person filing a timely return pursuant to this Section may retain One and Three quarters (1.75) percent of the tax they collect to be remitted with that return. This retention is allowed for the purpose of compensating for the costs incurred in complying with the duties and obligations set forth under this Chapter. If the return is not timely filed, no retention shall be allowed.

7. DELINQUENCY.

If for any reason any tax is not paid when due, a penalty at the rate of ten percent (10%) per thirty (30) day period, or portion thereof, from the day of delinquency shall be added thereto and paid.

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June, 2016.

JULIE MOORE-WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2016

CITY CLERK

ADDITIONS and DELETIONS

CHAPTER 51.2, SECTIONS 6 and 7

FOOD AND BEVERAGE TAX

6. MONTHLY RETURNS.

- (a) ~~A sworn monthly return shall be filed with the City Treasurer for each such facility and for each such licensed premises in the City on forms prescribed by said Treasurer showing all receipts from each sale of food or beverage and the tax collected therewith, which return shall be filed before the last day of the month next succeeding the month for which the return is made and shall be accompanied by payment of all taxes due and owing for the month covered by said return~~ Finance Department of the City no later than the twentieth day of the calendar month next succeeding the month for which the return is made, a sum of money equal to the amount of food and beverage tax owing for the preceding month, accompanied by a sworn monthly return in a format prescribed by the Finance Director containing such information as the Finance Director may reasonably require including, but not limited to all receipts from taxable purchase of food and beverage and the tax collected for such.
- (b) Any person filing a timely return pursuant to this Section may retain One and Three quarters (1.75) percent of the tax they collect to be remitted with that return. This retention is allowed for the purpose of compensating for the costs incurred in complying with the duties and obligations set forth under this Chapter. If the return is not timely filed, no retention shall be allowed.

7. **DELINQUENCY.** If for any reason any tax is not paid when due, a penalty at the rate of ten percent (10%) ~~two percent (2%)~~ per thirty (30) day period, or portion thereof, from the day of delinquency shall be added thereto and paid. (Amended, Ordinance No. 2011-72)

CHAPTER 51.2

FOOD AND BEVERAGE TAX

Section 1. **DEFINITIONS.** The words and phrases used in this Chapter shall have their normal and customary meanings except as otherwise defined in this Section.

(1) "Alcoholic Liquor" shall have the meaning ascribed thereto in the Illinois Liquor Control Act of 1934 (230 ILCS 5/1-1 et seq.), and any successor statute, and shall be construed as synonymous with the term "Alcoholic Beverage".

(2) "Person" means any individual, firm or corporation, representative or entity.

(3) "Purchase at Retail" means to obtain for use or consumption in exchange for a consideration, whether in the form of money, credits, barter or any other nature, and not for resale.

(4) "Retailer" means a person who sells or offers for sale for use or consumption and not for resale.

(5) "Retail food facility" means any inn, restaurant, eating place, drive-in restaurant, buffet, cafeteria, cafe, lunch counter, fast food outlet, catering service, coffee shop, diner, sandwich shop, soda fountain, tavern, bar, cocktail lounge, soft drink parlor, ice cream parlor, tea room, delicatessen operations, movie theater, mobile food or beverage or ice cream vehicle, hotel, motel, club, or other facility where prepared food or beverage is sold at retail in the City and whether or not situated in connection with some other endeavor or enterprise but does not include public or private schools, boarding houses, grocery stores or convenience stores whereat food is not intended to be consumed on the premises except as to items customarily

furnished by delicatessens or caterers, the service of food to patients or residents of hospitals or nursing homes or similar residential care facilities, or programs for the central preparation of meals to be delivered and consumed at private residences of invalids or the elderly, or churches other than those frequently and regularly selling food at retail.

Section 2. **TAX IMPOSED.** A tax, in addition to any and all other taxes, is hereby imposed upon the use and privilege of purchasing alcoholic beverages at retail at any place within the City, and upon the use and privilege of purchasing beverage or food prepared for immediate consumption at retail at any retail food facility within the City, at the rate of two percent (2%) of the purchase price of such food or beverage, the ultimate incidence of and liability for payment of which shall be borne by the purchaser thereof.

Section 3. **CERTIFICATE OF REGISTRATION.** No person shall operate or maintain a retail food facility within the City without obtaining a certificate of registration for the same from the Department of Finance, application for which shall be made upon forms provided by said Department requiring the furnishing of such pertinent information regarding such facility and the ownership and operation thereof as is reasonably necessary or desirable to facilitate the enforcement and administration of the provisions hereof.

Section 4. **DUTY TO COLLECT TAX.** The owner and the operator of each retail food facility and each premises licensed for the sale at retail of alcoholic liquors within the City shall, jointly and severally, have the duty to collect and account for said tax from each purchaser at the time that the consideration for such purchase is paid, and any amount so collected or required to be collected by the provisions hereof shall constitute a debt owed to the City by such owner and operator.

Section 5. **RECORDS.** Said retailer shall cause complete and accurate books, records and accounts, showing the gross receipts for sales of food and beverage and the taxes collected each day, which shall be made available in the City for examination by the City upon reasonable notice and during customary business hours.

Section 6. **MONTHLY RETURNS.**

- (a) A sworn monthly return shall be filed with the Finance Department of the City no later than the twentieth day of the calendar month next succeeding the month for which the return is made, a sum of money equal to the amount of food and beverage tax owing for the preceding month, accompanied by a sworn monthly return in a format prescribed by the Finance Director containing such information as the Finance Director may reasonably require including, but not limited to all receipts from taxable purchase of food and beverage and the tax collected for such.
- (b) Any person filing a timely return pursuant to this Section may retain One and Three quarters (1.75) percent of the tax they collect to be remitted with that return. This retention is allowed for the purpose of compensating for the costs incurred in complying with the duties and obligations set forth under this Chapter. If the return is not timely filed, no retention shall be allowed.

(Amended, Ordinance No. 2016-xx, June 20, 2016)

Section 7. **DELINQUENCY.** If for any reason any tax is not paid when due, a penalty at the rate of ten percent (10%) per thirty (30) day period, or portion thereof, from the day of delinquency shall be added thereto and paid. (Amended, Ordinance No. 2016-xx, June 20, 2016)

(Amended, Ordinance No. 2011-72)

Section 8. **OVERPAYMENT.** If any retailer collects an amount upon a sale not subject to the tax imposed hereby but which amount is purported to be the collection of said tax, or if a retailer collects an amount upon a sale greater than the amount of the tax so imposed thereon and does not for any reason refund the same to the purchaser who paid the same before filing the return for the period in which such occurred, said retailer shall account for and pay over those amounts to the City along with the tax properly collected.

Section 9. **ENFORCEMENT.** Payment and collection of said tax may be enforced by action in any court of competent jurisdiction and failure to collect, account for and pay over said tax shall be cause for revocation of any City license for such facility or applicable to the premises thereof all in addition to any other penalty provided in this ordinance.

Section 10. **RULES AND REGULATIONS.** The City Manager shall cause the provisions hereof to be enforced and administered and in order so to do is authorized to promulgate and publish such rules and regulations and make such rulings and decisions not in conflict therewith which he may deem necessary or desirable, all subject however to the further order of the Council.

Section 11. **PENALTY.** Any person operating a retail food facility within the City without a certificate of registration, or failing or omitting to pay said tax when due, or failing or omitting to collect, or to account for, or to pay over said tax, or failing to comply with said rules, regulations and rulings shall, in addition to any other payment or penalty provided herein or elsewhere by law or ordinance be fined not less than Two Hundred Fifty Dollars (\$250.00) nor more than Five Hundred Dollars (\$500.00). (Amended, Ordinance No. 2011-72)

Financial Management

DATE: 6/3/2016

MEMO: 2016-10

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Amendment to Chapter 51.5 Hotel Use Tax

SUMMARY RECOMMENDATION:

It is recommended that the City Council pass the proposed ordinance amendment regarding Chapter 51.5 section 5 to set the due date to the 20th, increase the per month penalty charge to 10%, and to allow a prompt payment discount of 1.75%. The change would begin with the July 2016 tax liability filings being due on August 20, 2016.

This ordinance will be presented to Council at the June 20th meeting of the City Council.

BACKGROUND: Staff recommends the locally administered taxes all be consistent. The Local Motor Fuel Tax was passed in February 2016 with these same filing guidelines.

PRIOR COUNCIL ACTION: The Hotel Use Tax was adopted into City Code effective January 1, 2016. This action repealed previous ordinances 81-24, 90-37, 2002-63, 2007-52 and 2009-07 that became inconsistent with new Chapter 51.5.

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

INPUT FROM OTHER SOURCES: None.

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

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance Amending City Code Chapter 51.5 Section 5 Hotel Use Tax	Ordinance
Additions and Deletions Chapter 51.5 Section 5 Hotel Use Tax	Exhibit

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
- CHAPTER 51.5 SECTION 5 -
- HOTEL USE TAX -**

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

Section 1. That Chapter 51.5 Section 5 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended so that said Chapter 51.5 Section 5 as so modified and amended, shall provide as follows:

5. PAYMENT OF TAX.

A. A sworn monthly return shall be filed with the Finance Department of the City for each hotel in the City on forms prescribed by the Finance Director showing all receipts from each renting, leasing or letting of rooms, which return shall be filed no later than the twentieth day of the month next succeeding the month for which the return is made, and shall be accompanied by payment of all taxes due and owing for the month covered by said return.

B. If for any reason any tax is not paid when due, a penalty at the rate of ten percent (10%) percent per thirty day period, or portion thereof, from the day of delinquency shall be added thereto and paid.

C. Any person filing a timely return pursuant to this Section may retain One and Three quarters (1.75) percent of the tax they collect to be remitted with that return. This retention is allowed for the purpose of compensating for the costs incurred in complying with the duties and obligations set forth under this Chapter. If the return is not timely filed, no retention shall be allowed.

D.

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June, 2016.

JULIE MOORE-WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2016

CITY CLERK

ADDITIONS and DELETIONS

CHAPTER 51.5, SECTION 5

HOTEL USE TAX

5. PAYMENT OF TAX.

A. A sworn monthly return shall be filed with the ~~Director of Finance~~ Department of the City for each hotel in the City on forms prescribed by ~~said the Finance~~ Director showing all receipts from each renting, leasing or letting of rooms, which return shall be filed ~~before the last~~ no later than the twentieth day of the month next succeeding the month for which the return is made, and shall be accompanied by payment of all taxes due and owing for the month covered by said return.

B. If for any reason any tax is not paid when due, a penalty at the rate of ~~two ten percent~~ (10%) percent per thirty day period, or portion thereof, from the day of delinquency shall be added thereto and paid.

C. Any person filing a timely return pursuant to this Section may retain One and Three quarters (1.75) percent of the tax they collect to be remitted with that return. This retention is allowed for the purpose of compensating for the costs incurred in complying with the duties and obligations set forth under this Chapter. If the return is not timely filed, no retention shall be allowed.

~~E. D.~~

CHAPTER 51.5

HOTEL USE TAX

Section 1. **DEFINITIONS.** The words and phrases used in this Chapter shall have their normal and customary meanings except as otherwise defined in this Section.

(1) “Hotel” means any building or structure in which the public may, for a consideration, obtain living quarters, or sleeping or housekeeping accommodations in which ten or more rooms, apartments or suites are available for such use, and includes inns, motels, tourist homes or courts, lodging houses, rooming houses, and apartment houses.

(2) “Permanent resident” means any person who occupied or has the right to occupy any room or rooms in a hotel for not fewer than thirty consecutive days.

(3) “Rent” or “rental” means the consideration received for occupancy, valued in money, whether received in money or otherwise, including all receipts, cash, credits and property or services of any kind or nature.

(4) “Person” means any individual, firm, entity or representative.

Section 2. **TAX IMPOSED.** A tax, in addition to any and all other taxes, is imposed upon the use and privilege of renting, leasing or letting of rooms in a hotel in the City at a rate of eight percent (8%) of the gross rental receipts from such rental, leasing or letting, the ultimate incidence of and liability for payment of which shall be borne by the user, lessee or tenant of said rooms.

Section 3. **LICENSE.** No person shall engage in the business or renting, leasing or letting rooms in a hotel in the City without a license obtained from the City Clerk. Any person operating a hotel in the City without a license, or failing or omitting to pay said tax when due, or failing or omitting to collect, account for and pay over said tax shall, in addition to any other penalty provided herein, upon conviction be fined not less than Fifty Dollars (\$50.00) nor more than Five hundred Dollars (\$500.00).

Section 4. **COLLECTION.** The owner and operator of each hotel and the person to whom the license to operate the same is issued shall, jointly and severally, have the duty to collect and account for said tax from each user, lessee or tenant of rooms in such hotel at the time that the rent for the same is collected.

Section 5. PAYMENT OF TAX.

A. A sworn monthly return shall be filed with the Finance Department of the City for each hotel in the City on forms prescribed by said Director showing all receipts from each renting, leasing or letting of rooms, which return shall be filed no later than the twentieth day of the month next succeeding the month for which the return is made, and shall be accompanied by payment of all taxes due and owing for the month covered by said return.

B. If for any reason any tax is not paid when due, a penalty at the rate of ten percent (10%) percent per thirty day period, or portion thereof, from the day of delinquency shall be added thereto and paid.

C. Any person filing a timely return pursuant to this Section may retain One and Three quarters (1.75) percent of the tax they collect to be remitted with that return. This retention is allowed for the purpose of compensating for the costs incurred in complying with the duties and obligations set forth under this Chapter. If the return is not timely filed, no retention shall be allowed.

D. Payment and collection of said tax may be enforced by action in any court of competent jurisdiction and failure to collect, account for and pay over said tax shall be cause for revocation of any City license for such hotel or applicable to the premises thereof all in addition to any other penalty provided in this ordinance.

Section 6. EXCEPTIONS. The tax imposed by the provisions hereof shall not apply to the renting, leasing or letting of rooms by permanent residents.

Section 7. REGULATIONS. The City Manager is hereby authorized to promulgate and publish rules and regulations and to establish procedures not inconsistent with the provisions hereof which said Manager may deem necessary or desirable to administer and enforce the same.

Section 8. BOOKS AND RECORDS. Every tax collector and every taxpayer required to pay any of the taxes imposed by this Chapter shall keep accurate books and records of its business or activity, including contemporaneous books and records denoting the transactions that give rise, or may have given rise, to any tax liability under this Chapter. The books and records shall be subject to and available for inspection by employees or agents of the City at all times during regular business hours of the tax collector or taxpayer.

Section 9. **PENALTY; CIVIL ACTION.** (A) Any taxpayer, including those persons required to collect taxes pursuant to Section 5 hereof, who fails to make a return within the time required therefor, or who fails to pay the tax due, or any portion thereof, for any month within the time required therefor, or who makes a fraudulent return or willfully violates any other provision of this Chapter shall be fined not less than Two Hundred Fifty Dollars (\$250.00) nor more than Five Hundred Dollars (\$500.00).

(B) All taxes required to be paid to the City under to the terms of this Chapter shall constitute a debt owed to the City, and the payment thereof may be enforced by the City in any court of competent jurisdiction. The payment of such debt, whether pursuant to legal action or otherwise, is in addition to any penalty imposed under subsection (A) hereof.

Section 10. **SEVERABILITY.** If any portion of this Chapter is found invalid or unenforceable by any court of competent jurisdiction, the remainder thereof shall continue in full force and effect.

Water Management

DATE: 6/9/2016

MEMO: 2016-08

TO: Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Keith Alexander, Director of Water Management

SUBJECT:

Resolution Authorizing a Support Services Agreement with B&W Control Systems Integration LLC for South Water Treatment Plant SCADA System

SUMMARY RECOMMENDATION:

Council adopt the attached Resolution authorizing a Support Services Agreement with B&W Control Systems Integration LLC for South Water Treatment Plant SCADA System at a cost not to exceed \$38,016.

BACKGROUND:

Many of the South Water Treatment Plant's critical purification processes are operated by a sophisticated Supervisory Control and Data Acquisition (SCADA) system. The system consists of a large number of interconnected mechanical, electrical and digital hardware and software components.

City staff are able to correct minor issues and perform minor repairs to the system, however, more complex challenges must be dealt with quickly by experienced contractors.

Over the past two years B&W Control Systems Integration LLC (B&W) provided significant upgrade and expansion services to the SCADA system. City staff were impressed with the firm's technical expertise and overall performance. Since B&W is the firm that is most familiar with the system, it is recommended that B&W be awarded this agreement.

B&W will provide the following services:

- Renew hardware and software support and extended warranty agreements
- Perform continuous proactive system maintenance
- Perform quarterly preventative system maintenance

- Perform reactive maintenance as needed

POTENTIAL OBJECTIONS: None foreseen.

STAFF REFERENCE: Keith Alexander, Director of Water Management, 217-424-2863 or kalexander@decaturil.gov

BUDGET/TIME IMPLICATIONS:

These services are included in the Water Production operating budget.

COPY:

Richard Foley, B&W Control Systems, Integration LLC
Randy Weaver, Water Production Maintenance Supervisor

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Support Services Agreement 2016-17	Backup Material

RESOLUTION NO. 2016-_____

**RESOLUTION AUTHORIZING A SUPPORT SERVICES AGREEMENT
WITH B&W CONTROL SYSTEMS INTEGRATION LLC FOR
SOUTH WATER TREATMENT PLANT SCADA SYSTEM**

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

Section 1. That the Agreement presented to the Council herewith between B&W Control Systems Integration LLC and the City of Decatur, Illinois, be, and the same is hereby, received, placed on file and approved

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and B&W Control Systems Integration LLC. at a cost not to exceed \$38,016.

PRESENTED AND ADOPTED this 20th day of June, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debbie Bright, City Clerk



Support Services Agreement 2016-17

Owner: City of Decatur, Illinois

BWCSI Job No. 140353.00

B&W Control Systems Integration, LLC (BWCSI) agrees to enter into a support agreement with the Owner to provide support services based on the "Services" indicated below and in agreement with Attachment A (Terms and Conditions), Attachment B (Service Definitions), Attachment C (Service Details), Attachment D (Network Diagrams / Equipment Lists), and Attachment E (Third-Party Support Renewals).

Services & Fees

Description	Included	Fee	Estimated Hours	Notes
Project Management	☒	\$1,750	10	
Third-Party Support Renewals	☒	\$22,766	2	
Proactive & Preventative Maintenance	☒	\$13,500	108	
Reactive Maintenance	☐			Billed separately at \$135/hour.
Total Fee		\$38,016		

- For included services, the fee is a lump sum amount, and it includes 10% discounted labor rates and reduced markups (10%) on expenses unrelated to mileage/travel.
- Services that are not included can be requested and the fee will be computed on the basis of standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel costs. Prior written approval from Owner is required for services not included in this Agreement.

Time Period and Payment

Start Date: July 1, 2016

End Date: June 30, 2017

- Payment to be made in two (2) equal payments of \$19,008 upon being invoiced:
Payment 1: July 2016
Payment 2: January 2017
- The fees for services that are not included in this contract will be invoiced on a monthly basis.

Authorization

The undersigned hereby enter into the agreement as described herein:

Owner:

BWCSI:

Authorization By

Date

Christopher J. Sosnowski

Authorization By

May 27, 2016

Date



Attachment A - STANDARD TERMS & CONDITIONS

1. The submitted Support Services Agreement and Attachments A, B & C constitute and are herein referred to as the Agreement.
2. B&W Control Systems Integration, LLC is herein referred to as BWCSI, and the party with whom BWCSI is entering into this Agreement is herein referred to as OWNER.
3. BWCSI will submit requests for payment as indicated in the Support Services Agreement. Payments under this Agreement shall be made in accordance with the Illinois Local Government Prompt Payment Act.
4. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the OWNER may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, BWCSI shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the OWNER shall receive reproducible copies of Drawings, Custom Developed Applications and other documents completed by BWCSI.
5. BWCSI agrees to hold harmless and indemnify the OWNER and each of its officers, agents and employees from any and all liability claims, losses, or damages, including but not limited to legal fees (attorney's and paralegal's fees, expert fees and court costs), to the extent that such claims, losses, or damages are caused by BWCSI's negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the OWNER or other consultants, contractors or subcontractors working for the OWNER, or their officers, agents and employees. In the event claims, losses, or damages are caused by the joint or concurrent negligence of BWCSI and the OWNER they shall be borne by each party in proportion to its negligence. BWCSI shall similarly protect, indemnify and hold and save harmless, the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including but not limited to, legal fees, incurred by reason of BWCSI's breach of any of its obligations under, or BWCSI's default of any provision of the Agreement. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the BWCSI or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.
6. The OWNER acknowledges that BWCSI is a Limited Liability Company and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.
7. The OWNER and BWCSI agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.
8. For the duration of the project, BWCSI shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from BWCSI's negligence in the performance of services under this Agreement. The OWNER shall be named as an additional insured on BWCSI's general liability insurance policy. Prior to beginning work, BWCSI shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s) executed by a duly authorized representative of each insurer showing compliance with the insurance requirements contained in this agreement. The limits of liability for the insurance required by this Subsection are as follows:

Workers Compensation:	Statutory Limits	Excess Umbrella Liability:	\$5,000,000 per claim and aggregate
General Liability:	\$1,000,000 per claim	Professional Liability:	\$5,000,000 per claim
	\$2,000,000 aggregate		\$5,000,000 aggregate
Automobile Liability:	\$1,000,000 combined single limit		
9. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of BWCSI and their officers, directors, employees, agents, and any of them, to the OWNER and anyone claiming by, through or under the OWNER, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty expressed or implied of BWCSI or their officers, directors, employees, agents or any of them, hereafter referred to as the "OWNER's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to BWCSI by their insurers in settlement or satisfaction of OWNER's Claims under the terms and conditions of BWCSI's insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.
10. BWCSI is responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Custom Developed Applications and other services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals. If the Owner considers that BWCSI has not complied with this condition, then the Owner is required to notify BWCSI in writing (or e-mail) of the specific service not in compliance, at which time BWCSI will correct the issue or provide reasoning as to why the service is considered compliant.
11. BWCSI is not responsible for any infringements to third party copyrights, patents, or trade secrets where the Owner has made amendments to the original documents associated with such copyrights, patents or trade secrets.
12. The OWNER may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by BWCSI. If such changes cause an increase or decrease in BWCSI's fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly.
13. All Drawings, Custom Developed Applications, and other documents prepared or furnished by BWCSI pursuant to this Agreement are instruments of service in respect to the project, and BWCSI shall retain the right of reuse of said documents and electronic media by and at the discretion of BWCSI whether or not the project is completed. Electronic copies of BWCSI's documents for information and reference in connection with the use and occupancy of the project by the OWNER and others shall be delivered to and become the property of the OWNER; however, BWCSI's documents are not intended or represented to be suitable for reuse by the OWNER or others on additions or extensions of the project, or on any other project. Any such reuse without verification or adaptation by BWCSI for the specific purpose intended will be at the OWNER's sole risk and without liability or legal exposure to BWCSI, and the OWNER shall indemnify and hold harmless BWCSI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
14. Standard Hours are considered Monday - Friday 7:30 am to 5:00 pm Central Time, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Thursday and Friday, and Christmas Day. If a holiday falls on a Saturday, the preceding Friday shall be considered a holiday; if a holiday falls on a Sunday, the following Monday shall be considered a holiday.
15. Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
16. Except in respect of payment liabilities, neither party will be liable for any failure of delay in its performance under this Agreement due to reasons beyond its reasonable control, including acts of war, acts of God, earthquake, flood, riot, embargo, sabotage, governmental act or failure of the Internet, provided the delayed party gives the other party prompt notice of the reasons for such cause.
17. This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.



Attachment B – Service Definitions

Project Management

Plan, schedule, and coordinate the activities that must be performed to complete the project and provide support services.

Third-Party Support Renewals

The supported system includes hardware and software that may have applicable support & extended warranty agreements that are provided by a third-party, such as the manufacturer or vendor/supplier. Once the initial installation's support/warranty period has expired, it is recommended that these agreements are maintained and renewed on a regular basis. If included in the Services & Fees section of this agreement, BWCSI will provide the renewals listed in the applicable Attachment E.

Proactive & Preventative Maintenance

General

All services described within this “Proactive & Preventative Maintenance” Section will be provided by BWCSI for the specified fee regardless of actual hours of work performed.

Proactive Maintenance

BWCSI will continually monitor certain aspects (as listed in Attachments C, D, and E) of the IT infrastructure in order to avoid unexpected system shutdowns by resolving issues before they reach a critical nature.

Preventative Maintenance

BWCSI will perform periodic routine scheduled maintenance as specified in Attachment C. Upon completion of the scheduled service, BWCSI will provide the documentation as specified in Attachment C for that service. Scheduled services will be provided during Standard Hours if service does not significantly impact network performance. Scheduled services that may significantly impact network performance and are not urgently needed to maintain network security will be scheduled during other hours as agreed upon by BWCSI and the Owner.



Attachment C – Service Details

Service Description	Deliverable	Included
Continuous Proactive Monitoring		
Utilize BWCSI's monitoring application to provide alerting and reporting on the following critical services: • SCADA Services (iFix, Win911) • Performance / Windows Server Monitoring ○ Disk has a Bad Block - Alerts when "bad block" related strings are found in the logs that are collected (e.g., "found a bad block on disk" or "read error at block" or "has a bad block") ○ Windows Services (iFix, Win911) Not Running - Alerts when a Windows Service is not running (i.e., status of "started") ○ Windows Out of Memory - Alerts when memory exceeds a threshold (percent) usage of physical memory (i.e., does not take swap space into account) ○ Windows Automatic Service (iFix, Win911) Not Running - Alerts when any service with Startup Type of "automatic" is not running ○ Windows CPU Usage over Threshold - Alerts when average CPU utilization exceeds a specified threshold (percent) for a specified number of minutes (the CPU utilization is measured as an average over all of the CPUs in the computer) ○ Computer Shutdown or Reboot was Unexpected - Alerts when the server reboots or is shut down unexpectedly. ○ Windows Disk Free below a Percentage - Alerts when free disk space is below a specified percentage on directly attached hard disk drives	Service Desk Incident & Email/Phone Call Discussion	☐
Preventative Maintenance - Quarterly		
Firewall Maintenance • upgrade firmware • review security logs & backup configuration	Service Desk Incident with Recommendations	☒
Radio Maintenance - Check signal strength & backup configuration		☒
Backup NAS • upgrade firmware & check free space • check and backup configuration		☒
Servers, Workstations, Computers, & Laptops: • Perform updates for BIOS, drivers, firmware, etc. • Review Windows system logs • Apply Windows updates • Check drive free space • Verify & Update Anti-Virus Software • Verify Backups, if applicable • Backup SCADA Applications • Check UPS Operation		☒
PLC, OIT, & Control Panel Maintenance • Check Battery & Control Panel UPS • Backup Program • Check status of fuses, circuit breakers, & surge protectors • Check control panel thermal management • Check for environmental issues with water, moisture, dirt, dust, etc.		☒
Documentation • Copy programs, configurations, & applications to BWCSI Server • Verify & Update network diagram	Updated documents.	☒
Annually		
Renew Third-Party Support Contracts	Contracts from OEM/Supplier	☒
Budget Planning & Cost Preparation (for following fiscal year)	Budgetary Letter	☒



Attachment D – Network Diagrams / Equipment Lists

For security and confidentiality reasons, a network diagram (Visio-DECAC WTP Network Diagram.pdf) has been provided as a separate attachment directly to Randy Weaver.



Attachment E – Third Party Support Renewals

The following third party support renewals will be processed as part of this Support Services Agreement.

Warranty	Included	Detail	Qty	Total
Cisco SMARTnet MNT Premium (SNs FDO1808Z0DB & FTX181710KV)	☒	24x7x4 – Onsite, Maintenance, Parts & Labor Coverage through 2/2018	2	\$2,136
GE GlobalCare for an iClient v5.8 Thick Runtime	☒	24/7 support, no charge upgrades, access to downloads and sims Coverage through 7/2017	2	\$13,764
GE GlobalCare for an iClient v5.8 Thin-Terminal Services Development	☒		1	
GE GlobalCare for an iFIX v5.8 Plus Development Unlimited	☒		1	
GE GlobalCare for an iFIX v5.8 Plus Runtime Unlimited	☒		1	
GE GlobalCare for Industrial Gateway Server	☒		2	
GE GlobalCare for Historian v5.5	☒		1	
Veritas Backup Exec Server & Backup Exec Agents	☒	Backup Software & Support, no charge upgrades Coverage through 2/2018	1	\$4,291
Kaspersky Virtualization for Core 1-yr Government Maintenance Renewal	☒	Antivirus Software & Support, no charge upgrades Coverage through 2/2018	1	\$2,395
Licensing Coordination	☒		2	\$180
Total				\$22,766

Public Works

DATE: 6/10/2016

MEMO: 2016-32

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Change Order #1 to the Agreement with Bainbridge, Gee, Milanski, and Associates, Inc. to Design the Starr Crest Pump Station Improvements, City Project 2014-32

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum No. 2016-32 for further details.

ATTACHMENTS:

Description	Type
Council Memo No. 2016-32	Cover Memo
Attachment - Project Map	Backup Material
Resolution Approving Change Order	Resolution Letter
BGM C.O. Request Letter	Backup Material
Change Order Form	Backup Material

Public Works Memorandum
NO. 2016-32

DATE: May 18, 2016

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Change Order #1 to the Agreement with Bainbridge, Gee, Milanski, and Associates, Inc. to Design the Starr Crest Pump Station Improvements, City Project 2014-32

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve the Resolution authorizing Change Order #1 to the Engineering Services Agreement between the City of Decatur and Bainbridge, Gee, Milanski, and Associates, Inc. (BGM) to provide design services for the Starr Crest Pump Station Improvements. Change Order #1 adds \$10,500 to the existing \$63,308 Agreement for a total fee not to exceed \$73,808.

PRIOR COUNCIL ACTION:

- **August 18, 2014** – The City Council approved Resolution R2014-94 authorizing a Professional Engineering Services Agreement between the City of Decatur and BGM to design the Starr Crest Pump Station Replacement Project for a fee not to exceed \$62,308.

SANITARY SEWER PRIORITIES:

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

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

The Starr Crest Pump Station Improvement project addresses sanitary sewer priority 3, System Operation and Maintenance.

BACKGROUND:

The Starr Crest Pump Station was built in 1965 to serve the Starr Crest Acres subdivision. The pump station is owned by the City of Decatur and maintained under a contract by the Sanitary District of Decatur. The station discharges through a 4" cast iron force main into a manhole at the north end of 31st Street and then flows through City of Decatur sewer mains to the Sanitary District of Decatur's Country Club Pump Station.

The pump station and force main are 48 years old and the pumps are 28 years old. It is located in the backyard of a single family home which makes it difficult to access and service. The design and construction of the pump station met industry standards when it was first built in the 1960's; however, the pump station no longer meets design criteria acceptable by the Illinois Environmental Protection Agency. In addition, operating records indicate the station does not have sufficient capacity for wet weather flow and the Sanitary District has had to respond to frequent high water alarms at the pump station.

BGM's design work began in 2014 but was put on hold in 2015 while the final location of the pump station was determined.

Change Order #1

The year long delay in the design work added costs to the project by increasing their interactions with stake holders (Ameren, Park District, Sanitary District, Macon County Highway Dept., City), and the increased cost of the general engineering services they provide. See the attached change Order request. Change Order #1 adds \$10,500 to the existing \$63,308 Agreement for a total fee not to exceed \$73,808.

POTENTIAL OBJECTION: None

INPUT FROM OTHER SOURCES: Bainbridge, Gee, Milanski, and Associates, Inc.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Change Order #1 to the Engineering Services Agreement between the City of Decatur and BGM to provide design services for the replacement of the Starr Crest Pump Station adds \$10,500 to the existing \$62,308 Agreement for a total fee not to exceed \$73,808.

Staffing Impact: Staff time is allocated to manage and review the design and replacement of the Starr Crest Pump Station.

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

Attach: 4

Cc: Bainbridge, Gee, Milanski & Associates, Inc.

Attachment 1 - Project Map



Starr Crest Pump Station Improvements

RESOLUTION NO. _____

**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**

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

Section 1. That the Engineering Services Agreement between Bainbridge, Gee, Milanski & Associates, Inc., and the City of Decatur, for design services for the Starr Crest Pump Station Improvement be, and the same is hereby, modified and amended to authorize a Change Order in the amount of \$10,500, for a total not to exceed \$73,808.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Change Order to the Engineering Services Agreement between the City of Decatur, Illinois and Bainbridge, Gee, Milanski & Associates, Inc.

PRESENTED and ADOPTED this 20th day of June, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk



1670 S. Taylorville Road
Decatur, Illinois 62521
Office - 217/423-8600
Fax - 217/423-8677

Engineering • Surveying • Construction Services

May 25, 2016

Mr. Matt Newell, P.E.
Public Works Department
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

**RE: Starr Crest Pump Station
City Project 2014-32**

Dear Matt:

Congratulations on obtaining the easements necessary to complete this project. We are very much looking forward to getting this project out to bid and under construction. As you are aware, this project had been shelved for approximately 10 months while the property negotiations were finalized.

During this waiting period, Ameren's representative for the project area has changed. Ms. Wyatt is no longer our contact for this project, and the new representative is more receptive to providing equipment and power supply in ways that could result in a reduction of both construction and O&M costs to the City. However, plans and specifications would have to be modified to accommodate such changes; and additional approvals from the Park District and Macon County Highway might be necessary. We estimate that the negotiations with Ameren and affected parties, and the revisions to the project documents will be \$6,000.00. This includes the preparation of any additional easement documents, if such become necessary.

Additionally, selection of a "green" access drive material for the facility that will meet the aesthetic requirements of the Park District and the performance requirement (supporting a vector truck) of the Sanitary District has been challenging. Every green paving system seems to have at least one significant drawback, from extremely high installation costs to requiring regular supplemental watering to maintain the turf surface. We believe the design intent for the access drive surface should be revisited. Our estimate for finalizing this element of the project is \$4,500.00.

In total, we are requesting a contract increase of \$10,500.00 for the reasons cited above.

We would be happy to discuss these items in more detail at your convenience.

Very truly yours,

Bainbridge Gee Milanski & Associates, Inc.

By: 
H. David Harp, P.E.



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

Change Order

Date: May 25, 2016 Project: Starr Crest Pump Station Replacement Project
Request No. 1 ☐ Final Project Number: 2014-32

Consulting Engineer: Bainbridge, Gee, Milanski and Associates, Inc.
Address: 1670 S. Taylorville Road
Decatur, IL 62521

I recommend that an ☒ addition of \$10,500 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	\$	<u>63,308</u>
Amount of previous change orders	\$	<u>0</u>
Amount of current change order	\$	<u>10,500</u>
Amount of adjusted/final contract	\$	<u>73,808</u>

☒ addition
Total net ☐ deduction to date \$ 10,500 which is 16.6 % of Contract Price

State fully the nature and reason for the change order The project was delayed by approximately 1 year which increased
The engineer's contact time with project stake holders and additional time needed for access design.

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

Richard G. Mauley
Public Works Director

6-10-16
Date

Approved

Mayor

Date

Attested

City Clerk

Date

Public Works

DATE: 6/10/2016

MEMO: 2016-40

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Establishing Handicapped Parking Space in Front of 238 South Crea Street.

SUMMARY RECOMMENDATION: Please see attached Council Memorandum No. 2016-40 and attachments for further details.

COPY:
Traffic & Parking Commission
Joseph & Beverly Mason

ATTACHMENTS:

Description	Type
Council Memorandum No. 2016-40	Cover Memo
Ordinance Handicapped Parking 238 S Crea St	Ordinance
Location Map 238 S Crea St	Backup Material
Note T & P Minutes	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2016 - 40**

DATE: June 9, 2016

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Establishing Handicapped Parking Space in Front of 238 South Crea Street

SUMMARY RECOMMENDATION:

Staff recommends the approval of the attached Ordinance authorizing the installation of a handicapped parking space in front of 238 South Crea Street as recommended by the Traffic and Parking Commission

BACKGROUND:

May 26, 2016 – Traffic & Parking Commission approved a request from City staff recommending the installation of a handicapped parking space in front of 238 South Crea Street, which was requested by Joseph and Beverly Mason, who reside at this location. Public parking is currently allowed on the east side of the street at this location. The house is located on the east side of the street.

The Traffic and Parking Commission's recommendation is attached with the ordinance for Council's review.

SCHEDULE: Installation is normally completed within 10 days of Council authorization.

BUDGET AND STAFFING IMPLICATIONS:

Budget Impact: Budgetary impacts are approximately \$400 for the installation of the requested signs and pavement markings.

Staffing Impact: Approximately 4 hours of staff time to make and install the signs.

POTENTIAL OBJECTION: No objections anticipated.

INPUT FROM OTHER SOURCES: Traffic and Parking Commission

STAFF REFERENCE: Richard Marley, Public Works Director and Matt Newell, City Engineer, at 424-2747. Richard Marley will be in attendance at the City Council meeting to answer any questions of the Council on this item.

This Memorandum was prepared by Griffin Enyart, Civil Engineer II

Attach: 3

Copy: Traffic and Parking Commission
Joseph and Beverly Mason

ORDINANCE NO. _____

**ORDINANCE ESTABLISHING HANDICAPPED PARKING SPACE
- IN FRONT OF 238 SOUTH CREA STREET -**

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

Section 1. That when appropriate signs or markings are provided giving notice thereof, parking be, and it is hereby, prohibited in front of 238 South Crea Street at all times and the same is hereby restricted to only those vehicles bearing special registration plates issued for operation of vehicles by or for the physically handicapped, or those vehicles displaying a handicapped decal.

Section 2. That any person, firm or corporation who shall violate any of the provisions of this Ordinance shall, upon conviction, be fined, not to exceed, Two Hundred Fifty Dollars (\$250.00) for each offense.

Section 3. That the provisions of all Ordinances in conflict with the provisions of this Ordinance which insofar as the same do conflict therewith be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

PUBLISHED this _____ day of _____, 2016.

DEBRA G. BRIGHT, CITY CLERK

6



114

**City of Decatur, Illinois
Public Works Department
Engineering Division**

NOTE:

Please refer to the Traffic & Parking Commission Meeting Minutes attached to Council Memorandum No. 2016-35 for information regarding

Council Memorandum 2016-40

Ordinance Establishing Handicapped Parking Space in Front of 238 South Crea Street

Public Works

DATE: 6/10/2016

MEMO: 2016-38

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance authorizing the installation of stop signs at the intersection of North Calhoun Street and East North Street facing East North Street

COPY: Traffic & Parking Commission

ATTACHMENTS:

Description	Type
Council Memorandum No. 2016-38	Cover Memo
Ordinance N Calhoun/E North St	Ordinance
Location Map N Calhoun/E North St	Backup Material
Note: T & P Minutes	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2016 – 38**

DATE: June 8, 2016

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Authorizing the Installation of Stop Signs at the Intersections of North Calhoun Street and East North Street Facing East North Street

SUMMARY RECOMMENDATION:

Staff recommends the approval of the attached Ordinance authorizing the installation of stop signs at the intersection of North Calhoun Street and East North Street facing East North Street.

BACKGROUND:

May 26, 2016 – Traffic & Parking Commission approved a request from City staff recommending stop signs be installed at the intersection of North Calhoun Street and East North Street facing East North Street.

The Traffic and Parking Commission's recommendation is attached with the ordinance for Council's review.

SCHEDULE: Stop signs are usually installed within 10 days of approval.

BUDGET AND STAFFING IMPLICATIONS:

Budget Impact: Budgetary impacts are approximately \$250 for the installation of the requested signs and pavement markings.

Staffing Impact: Approximately 2 hours of staff time to make and install the signs.

POTENTIAL OBJECTION: No objections anticipated.

INPUT FROM OTHER SOURCES: Traffic and Parking Commission

STAFF REFERENCE: Richard Marley, Public Works Director, and Matt Newell, City Engineer. Richard Marley, Public Works Director, will be in attendance at the City Council meeting to answer any questions of the Council on this item. This Memorandum was prepared by Griffin Enyart, Civil Engineer II

Attach: 3

Copy: Traffic and Parking Commission

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE INSTALLATION OF STOP SIGNS AT THE
INTERSECTION OF NORTH CALHOUN STREET AND EAST NORTH STREET
FACING EAST NORTH STREET**

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

Section 1. That when appropriate signs are erected giving notice thereof, the driver of a vehicle on East North Street approaching North Calhoun Street from the east and west shall stop and yield the right-of-way to vehicles on North Calhoun Street which have entered the intersection of said street or which are approaching so closely thereto as to constitute an immediate hazard, but said driver having so stopped and yielded the right-of-way may proceed at such time as a safe interval occurs.

Section 2. That the provisions of all Ordinances in conflict with the provisions of this Ordinance which insofar as the same do conflict therewith be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

PUBLISHED this _____ day of _____, 2016.

DEBRA G. BRIGHT, CITY CLERK

REQUESTED STOP SIGNS CALHOUN STREET AND NORTH STREET

4



 **PROPOSED STOP SIGNS**

Traffic Count performed on 4/4/2016 to 4/5/2016

Due to the presence of on-street parking, some vehicles may have been missed.

**City of Decatur, Illinois
Public Works Department
Engineering Division**

ADT (vehicles) = Average Daily Traffic

SPEED DATA:

xx mph = Average Speed

(xx mph) = 85th Percentile Speed

NOTE:

Please refer to the Traffic & Parking Commission Meeting Minutes attached to Council Memorandum No. 2016-35 for information regarding

Council Memorandum 2016-38

Ordinance Authorizing the Installation of Stop Signs at the Intersections of North Calhoun Street and East North Street Facing East North Street

Public Works

DATE: 6/10/2016

MEMO: 2016-39

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance removing No Parking restriction on the south side of the 600 block of East Center Street.

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum No. 2016-39 and attachments.

COPY:
Traffic & Parking Commission
Gordon Moore

ATTACHMENTS:

Description	Type
Council Memorandum No. 2016-39	Cover Memo
Ordinance 600 Block E Center St	Ordinance
Location Map 600 Block E Center St	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2016-39**

DATE: June 9, 2016

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Removing No Parking Restriction on the South Side of the 600 Block of East Center Street

SUMMARY RECOMMENDATION:

Staff recommends the approval of the attached Ordinance authorizing on-street parking on the south side of the 600 block of East Center Street as recommended by the Traffic and Parking Commission.

BACKGROUND:

May 26, 2016 – Traffic and Parking Commission voted to recommend allowing on-street parking on the south side of the 500 block of East Center Street, which was requested by Mr. Gordon Moore who owns 615 E. Center Street. Letters were sent to the other residents on the block and no objections were made. Parking is currently allowed on the north side of the street.

SCHEDULE: Removal of the signs is normally completed within 10 days of Council authorization.

BUDGET/TIME IMPLICATIONS:

Staffing Impact: Approximately 1 hour of staff time will be used to remove the current No Parking signs.

POTENTIAL OBJECTION: No objections anticipated.

INPUT FROM OTHER SOURCES: Traffic and Parking Commission

STAFF REFERENCE: Richard Marley, Public Works Director and Matt Newell, City Engineer, at 424-2747. Richard Marley will be in attendance at the City Council meeting to answer any questions of the Council on this item.

This Memorandum was prepared by Griffin Enyart, Civil Engineer II

Attachments: 3

Copy: Traffic and Parking Commission
Gordon Moore

ORDINANCE NO. _____

**ORDINANCE REMOVING NO PARKING RESTRICTION
ON THE SOUTH SIDE OF THE 600 BLOCK OF EAST CENTER STREET**

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

Section 1. That subject to the provisions of Chapter 34 of the City Code of the City of Decatur, Illinois, the no parking restriction on the south side of East Center Street between North Martin Luther King Jr. Drive and North Morgan Street be, and the same hereby, removed.

Section 2. That the provisions of all Ordinances in conflict with the provisions of this Ordinance which insofar as the same do conflict therewith be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

PUBLISHED this _____ day of _____, 2016

DEBRA G. BRIGHT, CITY CLERK

**REQUESTED REMOVAL OF PARKING PROHIBITION
600 BLOCK OF E. CENTER STREET**

5



— REMOVE PARKING PROHIBITION

**City of Decatur, Illinois
Public Works Department
Engineering Division**

Public Works

DATE: 6/10/2016

MEMO:

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:

Ordinances authorizing the installation of stop signs at the following intersections:
North Illinois Street with East Elmhurst Avenue, facing East Elmhurst Avenue
East Harrison Avenue, Facing East Harrison Avenue,
East Mueller Avenue, Facing East Mueller Avenue, and
East Curtis Avenue, Facing East Curtis Avenue

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum No. 2016-37 and attachments for further details.

COPY: Traffic & Parking Commission

ATTACHMENTS:

Description	Type
Council Memorandum 2016-37 Multiple Locations Stop Signs	Cover Memo
Ordinance 1 Illinois/Elmhurst Stop Signs	Ordinance
Location Map	Backup Material
Note T & P Minutes	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2016 – 37**

DATE: June 9, 2016

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Traffic Control Ordinances Authorizing the Installation of Stop Signs at the Intersection of:

- 1) North Illinois Street with East Elmhurst Avenue Facing East Elmhurst Avenue
- 2) North Illinois Street with East Harrison Avenue Facing East Harrison Avenue
- 3) North Illinois Street with East Mueller Avenue Facing East Mueller Avenue
- 4) North Illinois Street with East Curtis Avenue Facing East Curtis Avenue

SUMMARY RECOMMENDATION:

Staff recommends the approval of the attached Ordinances authorizing the installation of stop signs at the intersections of North Illinois Street and East Elmhurst Avenue with signs facing Elmhurst, North Illinois Street and East Harrison Avenue with signs facing Harrison, North Illinois Street and East Mueller Avenue with signs facing Mueller, and North Illinois Street and East Curtis Avenue with signs facing Curtis.

BACKGROUND:

May 26, 2016 – Traffic & Parking Commission approved a request from City staff recommending that the existing yield signs at the intersections of North Illinois Street with East Elmhurst Avenue, East Harrison Avenue, East Mueller Avenue, and East Curtis Avenue be replaced with stop signs.

The Traffic and Parking Commission's recommendation is attached with the ordinances for Council's review.

SCHEDULE: Stop signs are usually installed within 10 days of approval.

BUDGET AND STAFFING IMPLICATIONS:

Budget Impact: Budgetary impacts are approximately \$1000 for the installation of the requested signs.

Staffing Impact: Approximately 8 hours of staff time to make and install the signs.

POTENTIAL OBJECTION: No objections anticipated.

INPUT FROM OTHER SOURCES: Traffic and Parking Commission

STAFF REFERENCE: Richard Marley, Public Works Director, and Matt Newell, City Engineer. Richard Marley, Public Works Director, will be in attendance at the City Council meeting to answer any questions of the Council on this item. This Memorandum was prepared by Griffin Enyart, Civil Engineer II

Attach: 6

Copy: Traffic and Parking Commission

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE INSTALLATION OF STOP SIGNS AT THE
INTERSECTION OF NORTH ILLINOIS STREET WITH EAST ELMHURST AVENUE
FACING ELMHURST AVENUE**

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

Section 1. That when appropriate signs are erected giving notice thereof, the driver of a vehicle on East Elmhurst Avenue approaching North Illinois Street from the east and west shall stop and yield the right-of-way to vehicles on North Illinois Street which have entered the intersection of said street or which are approaching so closely thereto as to constitute an immediate hazard, but said driver having so stopped and yielded the right-of-way may proceed at such time as a safe interval occurs.

Section 2. That the provisions of all Ordinances in conflict with the provisions of this Ordinance which insofar as the same do conflict therewith be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

PUBLISHED this _____ day of _____, 2016.

DEBRA G. BRIGHT, CITY CLERK

REQUESTED STOP SIGNS
ILLINOIS STREET AND ELMHURST AVENUE
ILLINOIS STREET AND HARRISON AVENUE
ILLINOIS STREET AND MUELLER AVENUE
ILLINOIS STREET AND CURTIS AVENUE

3



REMOVAL OF YIELD SIGNS

See attached tables for accident and traffic count data.



PROPOSED STOP SIGNS

Traffic Counts performed at each intersection on 1/5/2016 to 1/6/2016

City of Decatur, Illinois
 Public Works Department
 Engineering Division

No traffic counts performed at Illinois Street and Curtis Avenue intersection.

NOTE:

Please refer to the Traffic & Parking Commission Meeting Minutes attached to Council Memorandum No. 2016-35 for information regarding

Council Memorandum 2016-37

Ordinance Authorizing the Installation of Stop Signs at the Intersections of North Illinois Street with East Elmhurst Avenue Facing East Elmhurst Avenue, East Harrison Avenue facing East Harrison Avenue, East Mueller Avenue facing East Mueller Avenue, and East Curtis Avenue facing East Curtis Avenue

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE INSTALLATION OF STOP SIGNS AT THE
INTERSECTION OF NORTH ILLINOIS STREET WITH EAST HARRISON AVENUE
FACING EAST HARRISON AVENUE**

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

Section 1. That when appropriate signs are erected giving notice thereof, the driver of a vehicle on East Harrison Avenue approaching North Illinois Street from the east and west shall stop and yield the right-of-way to vehicles on North Illinois Street which have entered the intersection of said street or which are approaching so closely thereto as to constitute an immediate hazard, but said driver having so stopped and yielded the right-of-way may proceed at such time as a safe interval occurs.

Section 2. That the provisions of all Ordinances in conflict with the provisions of this Ordinance which insofar as the same do conflict therewith be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

PUBLISHED this _____ day of _____, 2016.

DEBRA G. BRIGHT, CITY CLERK

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE INSTALLATION OF STOP SIGNS AT THE
INTERSECTION OF NORTH ILLINOIS STREET WITH EAST MUELLER AVENUE
FACING MUELLER AVENUE**

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

Section 1. That when appropriate signs are erected giving notice thereof, the driver of a vehicle on East Mueller Avenue approaching North Illinois Street from the east and west shall stop and yield the right-of-way to vehicles on North Illinois Street which have entered the intersection of said street or which are approaching so closely thereto as to constitute an immediate hazard, but said driver having so stopped and yielded the right-of-way may proceed at such time as a safe interval occurs.

Section 2. That the provisions of all Ordinances in conflict with the provisions of this Ordinance which insofar as the same do conflict therewith be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

PUBLISHED this _____ day of _____, 2016.

DEBRA G. BRIGHT, CITY CLERK

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE INSTALLATION OF STOP SIGNS AT THE
INTERSECTION OF NORTH ILLINOIS STREET WITH EAST CURTIS AVENUE
FACING CURTIS AVENUE**

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

Section 1. That when appropriate signs are erected giving notice thereof, the driver of a vehicle on East Curtis Avenue approaching North Illinois Street from the east and west shall stop and yield the right-of-way to vehicles on North Illinois Street which have entered the intersection of said street or which are approaching so closely thereto as to constitute an immediate hazard, but said driver having so stopped and yielded the right-of-way may proceed at such time as a safe interval occurs.

Section 2. That the provisions of all Ordinances in conflict with the provisions of this Ordinance which insofar as the same do conflict therewith be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

PUBLISHED this ____ day of _____, 2016.

DEBRA G. BRIGHT, CITY CLERK

Public Works

DATE: 6/10/2016

MEMO: 2016-35

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance authorizing the installation of stop signs at the intersection of South Illinois Street and East Lincoln Avenue facing East Lincoln Avenue.

SUMMARY RECOMMENDATION: Please refer to attached Council Memorandum 2016-35

COPY: Traffic & Parking Commission

ATTACHMENTS:

Description	Type
Council Memorandum No. 2016-35	Cover Memo
Ordinance S Illinois/E Lincoln Ave	Ordinance
Location Map Illinois St/Lincoln Ave	Backup Material
Traffic & Parking Minutes 5/26/16	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2016 – 35**

DATE: June 8, 2016

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Authorizing the Installation of Stop Signs at the Intersection of South Illinois Street and East Lincoln Avenue Facing East Lincoln Avenue

SUMMARY RECOMMENDATION:

Staff recommends the approval of the attached Ordinance authorizing the installation of stop signs at the intersection of South Illinois Street and East Lincoln Avenue facing East Lincoln Avenue.

BACKGROUND:

April 29, 2016 – Interim Chief of Police James Getz issued a Temporary Stop Intersection at the intersection of South Illinois Street and East Lincoln Avenue with stop signs facing East Lincoln Avenue installed shortly after the Temporary Stop Intersection was issued.

May 26, 2016 – Traffic & Parking Commission approved a request from City staff recommending that the stop signs installed be made permanent at the intersection of South Illinois Street and East Lincoln Avenue with the stop signs facing East Lincoln Avenue.

The Traffic and Parking Commission's recommendation is attached with the ordinance for Council's review.

SCHEDULE: Stop signs have already been installed and will remain there if approved by Council.

BUDGET AND STAFFING IMPLICATIONS:

Budget Impact: Budgetary impacts are approximately \$250 for the installation of the requested signs and pavement markings.

Staffing Impact: Approximately 2 hours of staff time to make and install the signs.

POTENTIAL OBJECTION: No objections anticipated.

INPUT FROM OTHER SOURCES: Traffic and Parking Commission

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

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

Attach: 3

Copy: Traffic and Parking Commission

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE INSTALLATION OF STOP SIGNS AT THE
INTERSECTION OF SOUTH ILLINOIS STREET AND EAST LINCOLN AVENUE
FACING EAST LINCOLN AVENUE**

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

Section 1. That when appropriate signs are erected giving notice thereof, the driver of a vehicle on East Lincoln Avenue approaching South Illinois Street from the east and west shall stop and yield the right-of-way to vehicles on South Illinois Street which have entered the intersection of said street or which are approaching so closely thereto as to constitute an immediate hazard, but said driver having so stopped and yielded the right-of-way may proceed at such time as a safe interval occurs.

Section 2. That the provisions of all Ordinances in conflict with the provisions of this Ordinance which insofar as the same do conflict therewith be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

PUBLISHED this _____ day of _____, 2016.

DEBRA G. BRIGHT, CITY CLERK

REQUESTED STOP SIGNS ILLINOIS STREET AND LINCOLN AVENUE

1



PROPOSED STOP SIGNS

Traffic Count performed on 1/14/2016
to 1/15/2016

Due to the presence of on-street
parking, some vehicles may have been
missed.

City of Decatur, Illinois
Public Works Department
Engineering Division

ADT (vehicles) = Average Daily Traffic

SPEED DATA:

xx mph = Average Speed

(xx mph) = 85th Percentile Speed

1 MINTUES OF THE MEETING
2 OF THE
3 TRAFFIC AND PARKING COMMISSION
4

5 Thursday, May 26, 2016, 4:00 p.m.
6 City Council Chambers
7 Third Floor, Civic Center
8

9
10 A. The May 26, 2016, meeting of the Traffic and Parking Commission was called to order at
11 4:04 p.m. in the City Council Chambers, Third Floor, Decatur Civic Center, by Acting
12 Chairman, Jon Ninnemann.
13

14 B. Roll Called by Acting Chairman, John Ninneman:
15

	Citizen Members	Attendance	Term Expires		Staff Members	Attendance
	Wick Anderson	15/24	10/1/2016	X	Ed Hurst Police	3/3
	Nikki Garry	14/18	10/1/2015		Lyle Meador, Fire	20/24
X	John Ninnemann	21/24	10/1/2016	X	Matt Newell, Engineering	24/25
X	Jared Broderick	1/2	4/4/2019	X	Joselyn Stewart, Planning	22/24

16
17 C. Reviewed Agenda. Matt Newell motioned to approve the agenda; seconded by Jared
18 Broderick and on call of the roll, Commission Members Broderick, Newell, Hurst, and
19 Stewart voted aye. The Chairman declared the motion carried.
20

21 D. Old Business. None.
22

23 **NEW BUSINESS**
24

25 **Item #1 Request for stop signs at the intersection of Illinois Street/Lincoln Avenue**
26 **facing Lincoln Avenue.**
27

28
29 City staff received a complaint about the intersection of South Illinois Street and East Lincoln
30 Avenue claiming that the lack of traffic control has resulted in accidents at this intersection.
31 Upon reviewing accident reports it was seen that there had been five accidents reported at this
32 intersection within a three year period. Four of the accidents were results of vehicles entering
33 the intersection at the same time from conflicting directions. These types of accidents may be
34 correctable by adding stop signs.
35

36 City staff performed traffic counts at the subject intersection and determined that Illinois Street
37 carries the higher volume of traffic and the higher speed traffic. There are about 717 vehicles
38 entering the intersection daily. With four correctable accidents, this results in 5.09 accidents

per million vehicles entering the intersection. The goal is to keep the rate below 1.5 accidents per million vehicles. Temporary stop signs are currently in place per Decatur Police Department.

City staff recommends installing permanent stop signs at the intersection of South Illinois Street and East Lincoln Avenue facing Lincoln Avenue.

Matt Newell motioned to move forward with the installation of permanent stop signs at the intersection of Illinois Street/Lincoln Avenue facing Lincoln Avenue. Seconded by Jared Broderick, and on call of the roll, Commission Members Broderick, Newell, Hurst, and Stewart voted aye. The chairman declared the motion carried.

Item #2 Request for stop signs at the intersection of Forest Avenue/Seigel Street facing Forest Avenue.

City staff received a complaint about the traffic control at the intersection of West Forest Avenue and South Seigel Street. The intersection is currently served by two yield signs which both face Forest Avenue. The complaint alleges that the yield signs are not heeded by all vehicles resulting in near accidents. The request was for the yield signs to be changed to stop signs. Upon reviewing the accident reports only one reported accident occurred within a three year time period at this intersection. The accident occurred in February of 2015 and involved a vehicle traveling northbound striking a vehicle traveling eastbound. It's unclear if stop signs would have had an impact on the outcome of this accident.

Even though accident data doesn't warrant a change on its own, this intersection is the only intersection in the neighborhood which is yield sign controlled. There are several intersections with stop sign control. For consistency, it may be beneficial to switch these yield signs to stop signs. Consistency amongst traffic control devices may help motorists' understanding of how to proceed through this intersection. The lack of sight distance around each corner also shows a need for vehicles to come to a stop at this intersection before proceeding through.

City staff recommends removing the yield signs and installing stop signs at the intersection of West Forest Avenue and South Seigel Street facing Forest Avenue.

Matt Newell motioned to move forward with the removal of yield signs and the installation of stop signs at the intersection of Forest Avenue and South Seigel Street facing Forest Avenue. Seconded by Jared Broderick, and on call of the roll, Commission Members Broderick, Newell, Hurst, and Stewart voted aye. The chairman declared the motion carried.

Item #3 Request for stop signs at the intersections of Illinois Street/Elmhurst Avenue, Illinois Street/Harrison Avenue, Illinois Street/Mueller Avenue, Illinois

84 **Street/Curtis Avenue with signs facing Elmhurst, Harrison, Mueller, and**
85 **Curtis Avenues.**
86

87 City staff received a complaint about the traffic control along the Illinois Street corridor from its
88 intersection with Elmhurst Avenue to Curtis Avenue. Each intersection has two yield signs
89 facing the streets crossing Illinois Street. The request was for the yield signs to be replaced with
90 stop signs. Upon reviewing the accident reports it was reported that four accidents have occurred
91 at or near the intersection of Illinois and Elmhurst in a three year period with only one being the
92 result of vehicles entering the intersection at the same time from conflicting directions. Two
93 accidents have occurred at the intersection of Illinois and Harrison in a three year time period
94 with both of them being the result of vehicles entering the intersection at the same time from
95 conflicting directions. Two accidents have occurred at the intersection of Illinois and Mueller in
96 a three year time period with only one being the result of vehicles entering the intersection at the
97 same time from conflicting directions. No recorded accidents occurred at the intersection of
98 Illinois and Curtis in the same three year period.
99

100 Traffic counts were performed for the subject intersections with the exception of Illinois and
101 Curtis. Parking on each of the streets may have skewed the counts as drivers will use the entire
102 width of the road to navigate around parked vehicles which could cause some vehicles to miss
103 the counter sitting on the road. With this in mind City staff still estimated crash rates based on
104 the counts recorded. The goal is to keep the rate below 1.5 accidents per million vehicles for low
105 volume intersections such as these. Illinois and Harrison exceeds this rate with 2.53 accidents
106 per million vehicles entering the intersection. Slight distance is also limited around many of the
107 corners of the subject intersections showing a need to stop before proceeding through.
108

109 For above reasons mentioned City staff recommends that the yield signs at North Illinois Street
110 and East Harrison Avenue be removed and replaced with stop signs. For consistency the City
111 recommends the yield signs at the other subject intersections should be replaced with stop signs
112 as well.
113

114 Matt Newell motioned to move forward with the removal of yield signs and the installation of
115 stop signs at the intersections of Illinois Street/Elmhurst, Harrison, Mueller, and Curtis Avenues.
116 Seconded by Jared Broderick, and on call of the roll, Commission Members Broderick, Newell,
117 Hurst, and Stewart voted aye. The chairman declared the motion carried.
118
119

120 **Item #4 Request for stop signs at the intersection of Calhoun Street/North Street**
121 **facing North Street.**
122

123 City staff received a complaint about the intersection of North Calhoun Street and East North
124 Street claiming that the lack of traffic control has resulted in accidents at this intersection. Upon
125 reviewing accident reports it was seen that there had been four accidents reported at this
126 intersection within a three year period. All of the accidents were the result of vehicles entering
127 the intersection at the same time from conflicting directions. These types of accidents may be
128 correctable by adding stop signs.
129

City staff performed traffic counts at the subject intersection and determined that Calhoun Street carries the higher volume of traffic. There are about 1,673 vehicles entering the intersection daily. There were high peaks of traffic along southbound Calhoun during times when Eldorado Street was blocked by a train which directs traffic that is less familiar with the neighborhood to cross this intersection; although there is no evidence that any of the accidents happened during times that a train was blocking Eldorado Street. With four correctable accidents, this results in 2.18 accidents per million vehicles entering the intersection. The goal is to keep the rate below 1.5 accidents per million vehicles.

City staff recommends installing stop signs at the intersection of North Calhoun Street and East North Street facing North Street.

Matt Newell motioned to move forward with the installation of stop signs at the intersection of North Calhoun Street and East North Street facing North Street. Seconded by Jared Broderick, and on call of the roll, Commission Members Broderick, Newell, Hurst, and Stewart voted aye. The chairman declared the motion carried.

Item #5 Request to remove “No Parking” signs from the 600 block of East Center Street.

City staff received a request from a homeowner on the south side of the 600 block of East Center Street to remove the parking restriction on the south side of the road. Currently the only occupied houses on the block are on the south side of the street and none of the houses have driveways off the street. Center Street appears to be a low volume street and the number of houses suggests that there wouldn't be very many cars parked on the street at a given time.

Citizen member Jared Broderick asked if there is parking on the north side of the street to which Griffin Enyart replied yes.

Citizen member John Ninneman asked if there is concern from the Decatur Fire Department with cars being parked on both sides of the street. Griffin Enyart responded no as there will still be room for a truck to get down the street.

City staff recommends allowing parking along the south side of the 600 block of East Center Street.

Matt Newell motioned to move forward with allowing parking along the south side of the 600 block of East Center Street. Seconded by Jared Broderick, and on call of the roll, Commission Members Broderick, Newell, Hurst, and Stewart voted aye. The chairman declared the motion carried.

Item #6 Request for a handicap parking space in front of 238 South Crea Street.

The residents of 238 South Crea Street desire an on-street handicap parking space and one resident currently has a handicap parking placard. Resident with the handicap placard prefers to park on the street but is not always able to find a space in front of their house.

City staff recommends approval.

Matt Newell motioned to move forward with allowing handicap parking space in front of 238 South Crea Street. Seconded by Jared Broderick, and on call of the roll, Commission Members Broderick, Newell, Hurst, and Stewart voted aye. The chairman declared the motion carried.

E. Other Business. Citizen member John Ninneman asked about three new handicap parking spaces in downtown Decatur. Was inquiring about these spaces because the items had never been brought to Traffic & Parking Commission Meeting. Traffic Supervisor Brian Elam along with Griffin Enyart spoke that the City Manager approves the needs of downtown citizens as long as it meets requirements. Mr. Ninneman was happy with the answer given.

F. Appearance of Citizens. None

Ed Hurst motioned to adjourn the meeting; seconded by Matt Newell, and on call of the roll, Commission Members Broderick, Ninnemann, and Stewart voted aye. The Chairman declared the motion carried.

Meeting adjourned at 4:20p.m.

Certification

I, Richard G. Marley, Secretary of the Traffic & Parking Commission, do hereby certify that the foregoing is a true and correct copy of the minutes of the Traffic and Parking Commission meeting of May 26, 2016

Richard G. Marley, P.E.
Secretary
Traffic and Parking Commission

Public Works

DATE: 6/10/2016

MEMO: 2016-36

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance authorizing the installation of stop signs at the intersection of South Seigel Street and West Forest Avenue, facing West Forest Avenue.

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum No. 2016-36 and attachments for further details.

COPY: Traffic & Parking Commission

ATTACHMENTS:

Description	Type
Council Memorandum No. 2016-36	Cover Memo
Location Map Forest Ave/Seigel St	Backup Material
Note T & P Minutes	Backup Material
Ordinance S Seigel/W Forest Stop Signs	Ordinance

**PUBLIC WORKS MEMORANDUM
NO. 2016 – 36**

DATE: June 8, 2016

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Authorizing the Installation of Stop Signs at the Intersection of South Seigel Street and West Forest Avenue Facing West Forest Avenue

SUMMARY RECOMMENDATION:

Staff recommends the approval of the attached Ordinance authorizing the installation of stop signs at the intersection of South Seigel Street and West Forest Avenue facing West Forest Avenue.

BACKGROUND:

May 26, 2016 – Traffic & Parking Commission approved a request from City staff recommending that the existing yield signs at the intersection of South Seigel Street and West Forest Avenue be replaced with stop signs.

The Traffic and Parking Commission's recommendation is attached with the ordinance for Council's review.

SCHEDULE: Stop signs are usually installed within 10 days of approval.

BUDGET AND STAFFING IMPLICATIONS:

Budget Impact: Budgetary impacts are approximately \$250 for the installation of the requested signs and pavement markings.

Staffing Impact: Approximately 2 hours of staff time to make and install the signs.

POTENTIAL OBJECTION: No objections anticipated.

INPUT FROM OTHER SOURCES: Traffic and Parking Commission

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

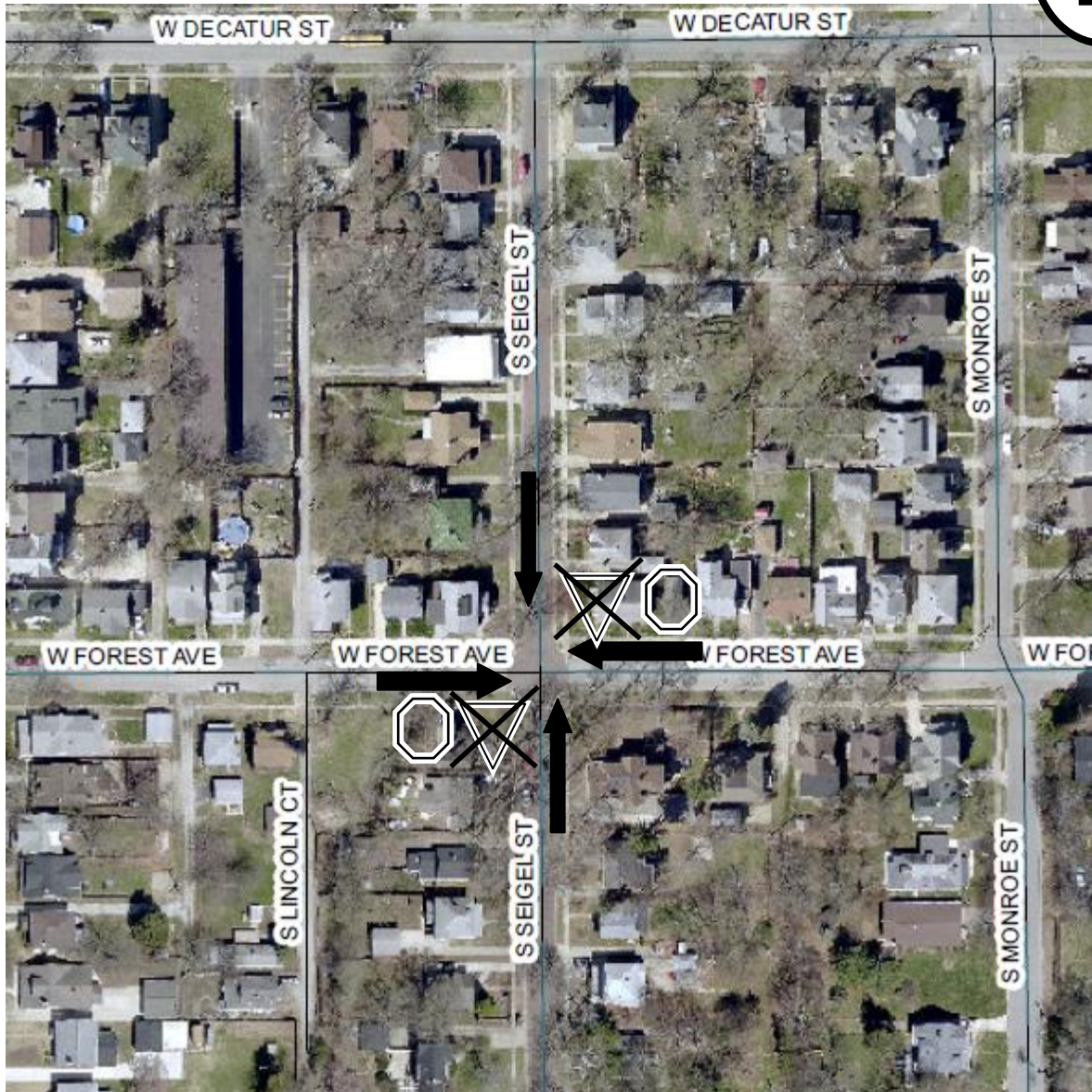
This Memorandum was prepared by Griffin Enyart, Civil Engineer II

Attach: 3

Copy: Traffic and Parking Commission

**REQUESTED STOP SIGNS
FOREST AVENUE AND SEIGEL STREET**

2



 **REMOVAL OF YIELD SIGNS**

 **PROPOSED STOP SIGNS**

**City of Decatur, Illinois
Public Works Department
Engineering Division**

NOTE:

Please refer to the Traffic & Parking Commission Meeting Minutes attached to Council Memorandum No. 2016-35 for information regarding

Council Memorandum 2016-36

Ordinance Authorizing the Installation of Stop Signs at the Intersection of South Seigel Street and West Forest Avenue Facing West on Forest Avenue

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE INSTALLATION OF STOP SIGNS AT THE
INTERSECTION OF SOUTH SEIGEL STREET AND WEST FOREST AVENUE FACING
WEST FOREST AVENUE**

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

Section 1. That when appropriate signs are erected giving notice thereof, the driver of a vehicle on West Forest Avenue approaching South Seigel Street from the east and west shall stop and yield the right-of-way to vehicles on South Seigel Street which have entered the intersection of said street or which are approaching so closely thereto as to constitute an immediate hazard, but said driver having so stopped and yielded the right-of-way may proceed at such time as a safe interval occurs.

Section 2. That the provisions of all Ordinances in conflict with the provisions of this Ordinance which insofar as the same do conflict therewith be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

PUBLISHED this ____ day of _____, 2016.

DEBRA G. BRIGHT, CITY CLERK

Mass Transit

DATE: 6/16/2016

MEMO: City Council Memo # 2016-14

TO: Honorable Mayor Julie Moore-Wolfe

FROM: Tim Gleason, City Manager
Jerry Bauer, Assistant City Manager
John Williams, Mass Transit Administrator

SUBJECT: Resolution to authorize the filing of an application and execution of a grant with the Federal Transit Administration (FTA)

SUMMARY RECOMMENDATION: Staff recommends that City Council approve the attached resolution authorizing the Mass Transit Administrator to file an application for Federal Operating assistance grant with the FTA.

BACKGROUND: The Mass Transit Administrator is seeking authorization to file and execute an application for Federal Operating assistance in the amount of \$1,800,000 on behalf of the City of Decatur, with the Federal Transit Administration.

POTENTIAL OBJECTIONS: N/A

STAFF REFERENCE: John Williams, Mass Transit Administrator, 424-2820; Jerome Parker, Resident General Manager, 424-2820

BUDGET/TIME IMPLICATIONS: Monies received for the grant would be utilized within the Fiscal year 2016 Mass Transit operating budget.

ATTACHMENTS:

Description	Type
Council Resolution	Resolution Letter

RESOLUTION NO. R2016-__

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION AND THE EXECUTION OF A GRANT WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, UNITED STATES CODE, OR OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.

WHEREAS, the Federal Transit Administrator has been delegated authority to award Federal financial assistance for a transportation project;

WHEREAS, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the City of Decatur, and may require the City of Decatur to provide the local share of the project cost;

WHEREAS, the City of Decatur has provided all of the annual certifications and assurances to the Federal Transit Administration required for the project;

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

1. That the Mass Transit Administrator is authorized to file and execute an application for Federal operating assistance in the amount of \$1,800,000 on behalf of the City of Decatur with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration. Such application will be made directly to the Federal Transit Administration under authority granted to the City of Decatur by the State of Illinois, the Designated Recipient as defined by 49 U.S.C. 5307(a)(2).
2. That the Mass Transit Administrator is authorized to execute and file with the application the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a Federal assistance grant or cooperative agreement.
3. That the Mass Transit Administrator is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Decatur.

PRESENTED AND ADOPTED this 20th day of June, 2016

Julie Moore Wolfe
MAYOR

ATTEST:

Debra G. Bright
CITY CLERK

Public Works

DATE: 6/10/2016

MEMO: 2016-41

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Study Session - 2015 Report on Minority Participation on Public Works Contracts. This memorandum provides information concerning minority participation on 2015 Public Works Contracts.

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum No. 2016-41 and attachments for further details.

ATTACHMENTS:

Description	Type
Memorandum No. 2016-41	Cover Memo
Attachment	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2016-41**

DATE: June 10, 2016

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Study Session – 2015 Report on Minority Participation on Public Works Contracts

INTRODUCTION:

This memorandum provides information concerning minority participation on 2015 Public Works Contracts.

PRIOR COUNCIL ACTION:

March 2, 2015 – City Council approved Ordinance No. 2015-07, creating Article 10 in Chapter 28 of the City Code titled Minority Participation Goals for Public Works Contracts. This article sets minority business participation goal at 10% of the dollar amount of Public Works contracts and 18% of the total hours worked being performed by minority workers.

March 16, 2015 – City Council approved Resolution No. 2015-27, approving a license agreement with Human Capital Development, LLC for ePrismSoft. The software is used to assist in expanding the City’s ability to reach minority contractors, and to track and report on minority participation in City contracts.

March 21, 2016 – City Council approved Resolution No. 2016- 30, approving a four year extension of a license agreement with Human Capital Development, LLC for ePrismSoft. The software is used to assist in expanding the City’s ability to reach minority contractors, and to track and report on minority participation in City contracts.

MINORITY EMPLOYMENT REPORT

The City of Decatur Public Works Department and Water Management Department completed six contracts during the 2015 construction year that were governed by the City’s minority participation goals. The total cost of all six projects was \$2,227,311.

All contractors were required to report the wages paid and number of labor hours worked electronically using the ePrismSoft labor reporting software. In addition to reporting prevailing wages paid, the software tracks the gender and demographic characteristics. The software also

calculates the percentage of minority employment on the projects. Detailed tables providing information for each of the projects are transmitted with this memorandum as Attachment 1.

Important characteristics of the minority participations in the projects can be summarized as follows:

1. The six projects provided 5767.5 hours of employment for construction workers.
2. Minority workers were employed for 1,106 hours, equivalent to 19.17% of all labor hours worked on the project.
3. Non-minority workers were employed for 4,662 hours, equivalent to 80.83% of all labor hours worked on the project.
4. Of all workers, minority and non-minority employed on the projects 97.8% were male, 1.9% were female, and 0.3% were not specified in the labor reports.

Tables providing detailed information for each of the projects are transmitted with this memorandum as Attachment 1.

During the first year of the program, the City exceeded its 18% minority employment goal with a total of 19.17% minority labor on the projects.

SUBCONTRACTOR UTILIZATION

Of the six construction contractors, only one utilized a sub-contractor. The project was the 2015 Trenchless Long Lining Repair project with a total cost of \$379,905. The contractor, SAK Construction LLC of O'Fallon, MO, hired Tele-Scan Incorporated of Decatur to perform televised inspections of the sewers and cleaning as required. Tele-Scan, Inc. was paid \$32,434.

MBE PARTICIPATION WAIVER REQUEST

The City Code section on Minority Participation Goals for Public Works Contracts does not require contractors to utilize sub-contractors. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's participation goals. A contractor who elects not to use subcontractors is required to notify the City of this decision at the time of the bid opening by including a Subcontractor Utilization Statement with the contractor's bid. The City verifies that subcontractors are not used by reviewing the prevailing wage reports that are required to be submitted with each pay request.

Subcontractor utilization for each of the six projects is summarized as follows along with a description of the good faith effort made to utilize minority businesses:

1. **Streetscape Festival Power Wiring Project.** The successful low bidder was Bodine Electric, Decatur, IL. Bodine indicated in their bid documents that no subcontractors would be utilized. No MBE Waiver request was required.
2. **Sunset Levee In-Line Check Valve Project.** The successful low bidder was Petersburg Plumbing and Excavating, Springfield, IL. Petersburg Plumbing and excavating

indicated in their bid documents that no subcontractors would be utilized. No MBE Waiver request was required.

3. **2015 Annual Water Main Replacement Project.** The successful low bidder was Burdick Plumbing & Heating Co., Decatur, IL. Burdick indicated in their bid documents that three subcontractors would be utilized, none of which were minority businesses. A MBE Waiver request was required and was approved based on the actions Burdick took to solicit minority businesses:
 - a. Advertised for minority businesses in the Herald & Review on June 4th and 5th, 2015. The advertisement solicited contractors for concrete work, seeding and grading, traffic control and directional boring.
 - b. Sent an email notice to all minority businesses registered with the City.
 - c. Researched the Illinois Department of Central management Services (CMS) for MBE subcontractors.
 - d. Made phone calls to MBE firms in an attempt to find interested firms to bid on the project.
4. **2015 Miscellaneous Sanitary & Storm Improvement Project.** The successful low bidder was Entler Excavating Company, Decatur, IL. Entler indicated in their bid documents they planned on using “Woo Woo & Jo Jo’s” trucking on the project at a cost of \$7,500. This amount is slightly greater than 2.0% of the total contract amount. Entler reported they advertised in the Herald and Review for minority businesses to perform trucking, landscaping, plumbing, or directional boring work. Entler reports they did not receive any response to the advertisement. Entler did not propose to utilize other non-minority subcontractors. Entler requested a MBE waiver because they were able to find a minority contractor for 2% of the project which did not meet the 10% goal for work performed on the project. The MBE waiver was approved because Entler had secured a minority contractor to perform a portion of the work and had advertised for other subcontractors without success.
5. **2015 Trenchless Long Lining Repair.** The successful low bidder was SAK Construction, LLC, O’Fallon, MO. SAK indicated in their bid documents that they planned on using TeleScan, Inc., Decatur, IL at a cost of \$32,434. TeleScan performed cleaning and TV inspection of the sewers to be lined. Telescan is not a minority business. SAK requested a MBE waiver because they were unable to find minority contractors to perform portions of the project. The MBE waiver was approved because SAK advertised for minority contractors and sent email messages to 60 disadvantaged business enterprises.
6. **2015 Storm Drainage Improvements Contract.** The successful low bidder was Kinney Contractors, Raymond, IL. Kinney indicated in their bid documents that no subcontractors would be utilized. No MBE waiver request was required.

2016 CHANGES IN SUBCONTRACTOR RECRUITING PROCEDURES

For 2016 construction projects, the City is requiring contractors to make enhanced good faith efforts to recruit minority subcontractors. The City based its procedure on one used with success by the City of Peoria.

The enhanced good faith efforts requires bidders to contact with a minimum of 3 MBE's for each subcontracting opportunity, not just published advertisements. Contact with MBE contractors can be made through the following sources:

1. Metro Decatur Black Chamber of Commerce
2. ePrismSoft (provided to contractors by the City at no cost)
3. IDOT MBE listing
4. Capital Development Board listing
5. The City of Peoria's MBE list
6. Advertise for subcontractors in published periodicals in general circulation or on specialized bidder websites if possible.
7. Other resources known to the bidder.

Bidders are required to document outreach efforts and include evidence of effort to make contact. Bidders are instructed to identify the source(s) of their MBE information, document the name of the person contacted, how the contact was made, and the results of the contact. If no contacts are available, provide documentation on how you know that to be the case.

Bidders are instructed to always document their outreach efforts and attach that documentation to the Minority Business Enterprise Participation Waiver Request if one is made.

OUTREACH AND EDUCATION EFFORTS

On Thursday, June 9, 2016, the City sponsored and helped organize a meeting of the US Minority Contractors Association in Decatur. USMCA's mission is to provide unique professional, educational, technical and consulting services to both membership and the community at large. The organization serves to assist and advocate for minority business owners, contractors and subcontractors in central and northern Illinois. The chief presenter was Larry S. Bullock, the CEO and President of the organization.

Staff anticipates working with the US Minority Contractors Association and organized labor to find ways to increase minority employment opportunities on construction projects in Decatur and Macon County.

SMALL PROJECT TRIAL

Local MBE firms have suggested that the City would attract more minority bidders by designing and advertising smaller projects for bids. In 2015, the City Engineering Division prepared plans for the 2015 Manhole Improvement Project by pulling about \$46,000 of work out of the Miscellaneous Sanitary and Storm Improvement Project. The project was advertised in the usual

manner in which minority contractors were informed using ePrismSoft. One DBE firm, KIM Construction, Steger, IL (south suburban Chicago) purchased a set of plans. Additionally, the City Engineer made a personal telephone contact with a local minority construction firm, the Anderson Backhoe Service, Decatur, IL to invite them to bid. The City received two bids on the project from non-minority contractors and none from minority contractors. The two bids were over 39% higher than the engineers estimate. Because the bids were too high, staff did not proceed with the project.

STATE MOTOR FUEL TAX FUNDED PROJECTS

The City receives State Motor Fuel Tax funds which are used to perform contract street maintenance on a regular basis. The expenditure of State MFT funds is highly regulated by the Illinois Department of Transportation. The City's minority participation goals may not be applied to State MFT projects. To verify this information, City staff contacted the Director of IDOT's Office of Business & Workforce Diversity and was advised:

"IDOT's construction contractor's workforce goals are set by the Office of Federal Contract Compliance. Per the OFCCP Macon County's goal are 7.2% minority and 6.9 % female. (per project)"

INPUT FROM OTHER SOURCES: Data for this report was obtained from ePrismSoft suite for receiving, recording and analyzing demographic information for workers on City construction projects.

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

This is for your information.

Attach: 1

Contract:	2015 City Of Decatur Project Summary											
Contractor &	Number of Contractors: 6						2015 Contract Amount:			\$2,227,311		
Subcontractor	Number of Subcontractors: 1						2015 Subcontract Amount:			\$32,434		
Demographic	Male			Female			Unspecified Gender			Total		
	Count	Hours		Count	Hours		Count	Hours		Count	Hours	
Unspecified	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
African American	8	1106	19.17%	0	0	0.00%	0	0	0.00%	8	1106	19.17%
Caucasian	55	4536	78.64%	2	108	1.86%	2	19	0.33%	59	4662	80.83%
Native American	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
Asian	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
Asian Pacific	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
Hispanic	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
Latin America	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
Subcontinent Asian	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
Other	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
Totals	63	5641.0	97.8%	2	107.5	1.9%	2	19.0	0.3%	67	5767.5	100%

Contract:	Streetscape Festival Power Wiring Project						Award Date:			4/20/2015		
Contractor & Subcontractor	Contractor: Bodine Electric of Decatur						Contract Amount:			\$101,240		
	Subcontractor: None.						Subcontract Amount:			\$0		
Demographic	Male			Female			Unspecified Gender			Total		
	Count	Hours		Count	Hours		Count	Hours		Count	Hours	
Unspecified			0.00%			0.00%			0.00%	0	0.0	0.00%
African American	1	165.0	28.40%			0.00%			0.00%	1	165.0	28.40%
Caucasian	2	298.0	51.29%	1	99.0	17.04%	2	19.0	3.27%	5	416.0	71.60%
Native American			0.00%			0.00%			0.00%	0	0.0	0.00%
Asian			0.00%			0.00%			0.00%	0	0.0	0.00%
Asian Pacific			0.00%			0.00%			0.00%	0	0.0	0.00%
Hispanic			0.00%			0.00%			0.00%	0	0.0	0.00%
Latin America			0.00%			0.00%			0.00%	0	0.0	0.00%
Subcontinent Asian			0.00%			0.00%			0.00%	0	0.0	0.00%
Other			0.00%			0.00%			0.00%	0	0.0	0.00%
Totals	3	463.0	80%	1	99.0	17%	2	19.0	3%	6	581.0	100%

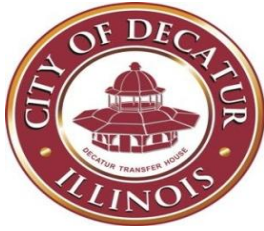
Contract:	Sunset Levee In-Line Check Valve Installation						Award Date:			6/15/2015		
Contractor & Subcontractor	Contractor: Petersburg Plumbing & Excavating, LLC.						Contract Amount:			\$55,250		
	Subcontractor: None.						Subcontract Amount:			\$0		
Demographic	Male			Female			Unspecified Gender			Total		
	Count	Hours		Count	Hours		Count	Hours		Count	Hours	
Unspecified			0.00%			0.00%			0.00%	0	0.0	0.00%
African American	1	24.0	12.73%			0.00%			0.00%	1	24.0	12.73%
Caucasian	6	156.0	82.76%	1	8.5	4.51%			0.00%	7	164.5	87.27%
Native American			0.00%			0.00%			0.00%	0	0.0	0.00%
Asian			0.00%			0.00%			0.00%	0	0.0	0.00%
Asian Pacific			0.00%			0.00%			0.00%	0	0.0	0.00%
Hispanic			0.00%			0.00%			0.00%	0	0.0	0.00%
Latin America			0.00%			0.00%			0.00%	0	0.0	0.00%
Subcontinent Asian			0.00%			0.00%			0.00%	0	0.0	0.00%
Other			0.00%			0.00%			0.00%	0	0.0	0.00%
Totals	7	180.0	95%	1	8.5	5%	0	0.0	0	8	188.5	100%

Contract:	2015 Annual Water Main Replacement Project						Award Date:			7/6/2015		
Contractor & Subcontractor	Contractor: Burdick Plumbing & Heating, Inc.						Contract Amount:			\$1,246,190		
	Subcontractor: None.						Subcontract Amount:			\$0		
Demographic	Male			Female			Unspecified Gender			Total		
	Count	Hours		Count	Hours		Count	Hours		Count	Hours	
Unspecified			0.00%			0.00%			0.00%	0	0.0	0.00%
African American	1	449.0	16.14%			0.00%			0.00%	1	449.0	16.14%
Caucasian	12	2333.0	83.86%			0.00%			0.00%	12	2333.0	83.86%
Native American			0.00%			0.00%			0.00%	0	0.0	0.00%
Asian			0.00%			0.00%			0.00%	0	0.0	0.00%
Asian Pacific			0.00%			0.00%			0.00%	0	0.0	0.00%
Hispanic			0.00%			0.00%			0.00%	0	0.0	0.00%
Latin America			0.00%			0.00%			0.00%	0	0.0	0.00%
Subcontinent Asian			0.00%			0.00%			0.00%	0	0.0	0.00%
Other			0.00%			0.00%			0.00%	0	0.0	0.00%
Totals	13	2782.0	100%	0	0.0	0%	0	0.0	0%	13	2782.0	100%

Contract:	2015 Miscellaneous Sanitary & Storm Improvement Project						Award Date:			7/7/2015		
Contractor & Subcontractor	Contractor: Entler Excavating Company, Inc.						Contract Amount:			\$373,594		
	Subcontractor: None.						Subcontract Amount:			\$0		
Demographic	Male			Female			Unspecified Gender			Total		
	Count	Hours		Count	Hours		Count	Hours		Count	Hours	
Unspecified			0.00%			0.00%			0.00%	0	0.0	0.00%
African American	1	128.5	23.03%			0.00%			0.00%	1	128.5	23.03%
Caucasian	5	429.5	76.97%			0.00%			0.00%	5	429.5	76.97%
Native American			0.00%			0.00%			0.00%	0	0.0	0.00%
Asian			0.00%			0.00%			0.00%	0	0.0	0.00%
Asian Pacific			0.00%			0.00%			0.00%	0	0.0	0.00%
Hispanic			0.00%			0.00%			0.00%	0	0.0	0.00%
Latin America			0.00%			0.00%			0.00%	0	0.0	0.00%
Subcontinent Asian			0.00%			0.00%			0.00%	0	0.0	0.00%
Other			0.00%			0.00%			0.00%	0	0.0	0.00%
Totals	6	558.0	100%	0	0.0	0%	0	0.0	0%	6	558.0	100%

Contract:	2015 Trenchless Long Lining Repair						Award Date:			8/3/2015		
Contractor & Subcontractor	Contractor: SAK Construction LLC.						Contract Amount:			\$379,905		
	Subcontractor: Tele-Scan, Inc.						Subcontract Amount:			\$32,434		
Demographic	Male			Female			Unspecified Gender			Total		
	Count	Hours		Count	Hours		Count	Hours		Count	Hours	
Unspecified			0.00%			0.00%			0.00%	0	0	0.00%
African American	3	267	20.92%			0.00%			0.00%	3	267	20.92%
Caucasian	15	1009	79.08%			0.00%			0.00%	15	1009	79.08%
Native American			0.00%			0.00%			0.00%	0	0	0.00%
Asian			0.00%			0.00%			0.00%	0	0	0.00%
Asian Pacific			0.00%			0.00%			0.00%	0	0	0.00%
Hispanic			0.00%			0.00%			0.00%	0	0	0.00%
Latin America			0.00%			0.00%			0.00%	0	0	0.00%
Subcontinent Asian			0.00%			0.00%			0.00%	0	0	0.00%
Other			0.00%			0.00%			0.00%	0	0	0.00%
Totals	18	1276	100%	0	0	0%	0	0	0	18	1276	100%

Contract:	2015 Storm Drainage Improvements Contract						Award Date:			9/21/2015		
Contractor & Subcontractor	Contractor: Kinney Contractors, Inc.						Contract Amount:			\$71,132		
	Subcontractor: None.						Subcontract Amount:			\$0		
Demographic	Male			Female			Unspecified Gender			Total		
	Count	Hours		Count	Hours		Count	Hours		Count	Hours	
Unspecified			0.00%			0.00%			0.00%	0	0.0	0.00%
African American	1	72.0	18.85%			0.00%			0.00%	1	72.0	18.85%
Caucasian	15	310.0	81.15%			0.00%			0.00%	15	310.0	81.15%
Native American			0.00%			0.00%			0.00%	0	0.0	0.00%
Asian			0.00%			0.00%			0.00%	0	0.0	0.00%
Asian Pacific			0.00%			0.00%			0.00%	0	0.0	0.00%
Hispanic			0.00%			0.00%			0.00%	0	0.0	0.00%
Latin America			0.00%			0.00%			0.00%	0	0.0	0.00%
Subcontinent Asian			0.00%			0.00%			0.00%	0	0.0	0.00%
Other			0.00%			0.00%			0.00%	0	0.0	0.00%
Totals	16	382.0	100%	0	0.0	0%	0	0.0	0%	16	382.0	100%



CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

Treasurers Financial Report May 2016

The Year in Play

The City of Decatur financial position remains stable, but delicate, at the present time. The position can be impacted by changes in the local economy and distributions of taxes from the State of Illinois that are outside the control of the City.

The 2016 budget for the City was approved on December 7, 2015 by the City Council with Council Resolution R2015-131 with General Fund budget Revenue of \$66.750 million and Expense of \$65.500 million. The General Fund budget approval included a cash basis surplus of \$1.250 million.

The total 2016 City budget approved with Council Resolution R2015-131 is for budget Revenue of \$184.3 million and Expense of \$200.2 million, representing an in period cash basis deficit of \$15.9 million. The 2016 in period cash basis deficit is the result of the year on year timing of revenue received versus expenditures for projects including Lake Decatur dredging, state motor fuel tax revenue funded projects, as well as other capital project initiatives of the City. The City budget was amended with Council adoption of the annual appropriation ordinance 2016-10 dated March 7, 2016 for Expense of \$200.3 million.

Challenges and unknowns remain for 2016 that may have impact on City finances and operations.

- Continued lack of a State budget and potential implications to the City,
- Potential of State legislation freezing or inhibiting property tax options for local government,
- Continued development of the local economy,
- Development of state and local sales tax revenues to the City,
- Manufacturing employment in the local economy,
- Economic development success in the City and region

All of these factors will have significant impact on the financial position, condition, development and progress of the City of Decatur in 2016.

In addition, we have challenges facing the City in the funding for City priorities including:

- Equipment replacement,
- Neighborhood restoration and improvement, including blighted property removal,
- Fire facility rehabilitation and potential replacement ***Pending council action at the June 20 meeting***

The City and Council will work together to explore the possibilities to affect positive change and to explore the possibilities to fund the actions that will be required to continue to move the City of Decatur forward in 2016.

Several key initiatives will commence or continue that will have lasting impact on the City infrastructure, including:

- Local motor fuel tax funded road and street restoration,
- Expansion of the City fiber optic cable network,
- Continue with year 3 of the Lake Decatur dredging initiative

City Financial Position

The City of Decatur ended May 2016 with a total cash position of \$51.0 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of \$50.7 as of the end of April. The City cash position at January 1, 2016 was \$50.1 million.

The City General Fund ended May 2016 with a cash position of \$2.9 million versus the April cash position of \$2.9 million. The General Fund is the primary operating fund of the City which provides the cash to pay for the basic services to citizens and stakeholders, including public safety protection, public works services, code enforcement and community services as well as general government service.

The General Fund cash position at May 31 provides a cash reserve representing 16 days of cash reserve in the City General Fund. The best practice reserve is a 45-60 day cash reserve or \$8-11 million.

City cash at May 31 excluding the General Fund cash position is \$48.1 million, contained in Special Revenue funds (\$5.3 million), TIF Redevelopment funds (\$0.2 million), Capital funds (\$0.6 million), Debt Service fund (\$0.3 million), Internal Service funds (\$4.0 million) and Enterprise funds \$37.7 million), earmarked for specific purpose and not expendable to finance the cost of basic services provided to citizens and stakeholders.

Fund Type	May 2016	Apr 2016	Comment
Special Revenue	5.3	5.2	Library, State MFT, Local MFT, Federal programs, PS capital, etc
TIF Redevelopment	0.2	0.2	Debt service and redevelopment agreement obligations
Capital	0.6	0.6	Capital funding available
Debt	0.3	0.5	Debt service obligations
Internal Service	4.0	4.0	Risk insurance, EE healthcare benefits, Fleet maintenance
Enterprise	37.7	37.3	Utilities - Water, Sewer, Storm Water, Lake Dredging, Transit, etc.
Non General Fund	48.1	47.8	
General Fund	2.9	2.9	Basic services to citizens and stakeholders
Total City Cash	51.0	50.7	

City cash position reported in \$ millions

Changes of note in the period:

- Enterprise funds impacted by normal operating expense depletion in Public Transit pending receipt of the next round of State and Federal Grant funding, offset by increase in the water operating fund.

The Recycling Fund continues with an outstanding cash advance due to the Water Operating Fund of \$100k. The Recycling Fund will repay the Water Operating Fund in fiscal 2016 and beyond as Recycling Fund cash flow allows.

General Fund Position

Cash

The City General fund cash position ended May at \$2.9 million, neutral from the April cash position of \$2.9 million. The current cash balance represents a cash reserve position of 16 days.

Revenue and Expense

City General Fund Position of revenue received versus expense incurred to date is as follows for the period ending May, 2016.

\$ (000)	Budget (4)	Year To Date (1)	Budget Target (2)	% vs Target (3)
Revenue	66,750	23,095	23,914	(3)%
Expense	65,500	22,384	23,095	(3)%
Surplus(deficit)	1,250	711		

Chart notes

1 – actual year to date general fund revenue and expense

2 – budget year to date general fund revenue and expense

3 – year to date percentage comparison of actual to budget

4 – annual budget, with annual appropriation ordinance 2016-10 adopted by Council March 7, 2016

General Fund Revenue Comments

Revenue to date through May is \$23.1 Million versus budget to date revenue of 23.9 Million, a 3% shortfall versus the year to date budget.

Key Economic Driven General Fund Revenues

Key General Fund revenues supporting General Fund expenses are presented in the chart below depicting the full year budget, year to date revenue received, with comparison to the full year budget and prior year revenue receipt. With five months into the twelve month cycle, the year-to-date benchmark is 42% of the full year budget revenue.

\$ (000)	2016 Budget	2016 YTD	YTD % of Year Budget	2015 YTD	% Change yr vs yr
State Sales Tax	11,496	4,588	40%	4,707	(3)%
Local Sales Tax	10,150	4,077	40%	4,189	(3)%
State Income Tax	8,000	2,963	37%	2,802	6%
Food & Beverage Tax	3,255	1,344	41%	1,252	7%
Telephone Tax	1,774	865	49%	850	2%
Utility Tax (Gas & Elec)	5,182	1,468	28%	655	124%
State Local Use Tax	1,882	910	48%	669	36%
Cable TV Tax	1,122	545	49%	550	(1)%
State Replacement Tax	1,325	598	45%	727	(18)%
Hotel Use Tax	965	237	25%	224	6%
Video Gaming Tax	765	387	51%	265	46%

Sales Tax – **state sales tax is running slightly below the full year budget target, and 3% behind the prior year; local sales tax is running slightly below the full year budget target, and 3% behind the prior year.** The sales tax revenue stream is “**the primary funding source driver**” financing the general fund, representing a revenue stream approaching \$22 million or 32% of the general fund revenue.

State Income Tax – **4% below the full year budget target and 6% above the prior year.** The 2016 budget was conservatively projected (as we envisioned at the time of the 2016 budget development), however, the distributions are at best difficult to project. This revenue stream is “**a primary funding source driver**” financing the general fund, representing a revenue stream of \$8.0 million or 12% of the general fund revenue.

Food & Beverage Tax – **on par with the full year budget target and 7% above the prior year.** The 2016 budget contemplates a 3% increase over 2015, on the heels of a 3.5% increase in 2015 vs. 2014.

Telephone Tax – **7% ahead of the full year target and 2% above the prior year.** The full year 2016 budget contemplates a further decline in telephone tax revenue. Telephone tax revenues have continued to decline each of the last several years as consumers shift to mobile telephones eliminating land line telephones, thereby reducing the number of telephone lines available to tax. The 2% increase versus the prior year is opposite to our predictions and expectations. We will continue to monitor to evaluate our earlier budgetary prediction.

Gas & Electric Utility Tax – **13% behind the full year budget target, however, above the prior year by 124%.** The City implemented a tax increase to 4.25% (from 1.25%) effective with usage billed commencing February 1, 2016. Increased revenue has begun to be realized. The shortfall to budget is the result of the delayed implementation of the tax increase versus the timing included in the budget.

State Replacement Tax – **4% above the full year budget target, 18% below the prior year.** The 2016 budget was conservatively projected (as we envisioned at the time of the 2016 budget development), however, the distributions are at best difficult to project.

Hotel Use Tax – **16% below the full year target, 6% above the prior year.** City increased the hotel use tax rate from 6% to 8% effective January 1, 2016.

Video Gaming Tax – **10% above the full year budget target and 46% above the prior year.** 15% of the video gaming tax revenue received is receipted as revenue in the City Economic Development Fund to provide a funding source supporting economic development.

Video Gaming revenues continue to develop as no market place saturation point has yet to be discovered. Over the course of 2015 and into 2016, establishments with video gaming increased from 44 to 72, with the number of gaming machines increasing from 206 to 338 (as of March 2016). Furthermore, since March, video gaming establishments has increased to 76 with an additional 8 license applications pending.

During the 2015 period, monies played in video gaming increased from \$44.3 million to \$70.0 million, representing a 58% increase. To date in 2016, the run rate of monies played is \$92.0 million, a 30%+ increase versus 2015. So-called “net terminal income”, representing the dollar amount of “gaming proceeds” increased from \$11.4 million to \$17.9 million (annual basis). Of this, the gaming machine provider pockets 35%, the local establishment pockets 35% and 30% is “taxed” with State retention of 25% and City retention (distributed from the State) of 5%. With 2015 “video gaming proceeds” of \$17.9 million in calendar 2015, the dollar amount of “revenue” to the gaming machine provider approaches \$6.3 million, **the dollar amount of “revenue” to the local establishments approaches \$6.3 million**, with the dollar amount of “revenue” available to the government is \$5.4 million, shared between the State (\$4.5 million) and the City of Decatur (\$0.9 million).

General Fund Expense Comments

General Fund expense in the month of \$4.5 million was below the budget expectation of \$4.6 million. On a YTD basis, general fund spending is below budget by 3%.

The below budget spending is attributed to early year cautious behavior pending more certainty on the revenue development, a mild winter weather season requiring minimal snow plowing saving overtime costs in public works, as well as the hiring freeze exhibited during the earlier months of the year.

Cash balances in funds of note are as follows with comment:

Drug Enforcement	\$0.8 million	Earmarked for police capital as available (\$0.4 million available)
State Motor Fuel Tax	\$2.1 million	Earmarked for street repair and maintenance.
Local Roads and Streets	\$0.2 million	Tax effective April 1. 1 st revenue receipts occurred in May amounting to \$150k, annualized this is on the order of \$1.8 million, and would surpass our expectations.
2010 Bond Construction	\$0.4 million	Remaining bond fund monies are earmarked for Garage B & C repairs. Monies will be depleted in 2016.
Major Moves	\$0.1 million	Earmarked for economic development infrastructure projects
Capital Projects	\$0.1 million	No in year funding is available from General Fund sources. The funding level is substandard to maintain sufficient cap-ex investment requirements properly securing city assets
Debt Fund	\$0.3 million	Earmarked for debt payments on current debt issues
Equipment Replacement	\$0.3 million	Earmarked for emergency replacement of capital equipment. Cash position and lack of in year funding is substandard to maintain capex replacement schedules
Risk Management Fund	\$2.9 million	Coverage level required for ongoing business insurance costs including liability, property, workers compensation
Employee Insurance Fund	\$0.7 million	Coverage for healthcare and other EE benefit expense. Cash position is substandard to the level of adequate cash reserve necessary – desired cash reserve is \$1.5 million
Public Transit Operations	\$(0.5) million	Cash went negative awaiting receipt of Q2 2016 state grant expected to be released in the near term
Storm Water Fund	\$0.9 million	Balance will begin to fund currently defined storm water projects.
Sewer Fund	\$5.8 million	Balance available and revenue flow will fund currently defined sewer projects – longer term prospects for required sewer infrastructure capex replacement and pending US EPA mandates will require increased revenue flow to sustain
Water Utility Funds	\$15.2 million	Includes \$1.2 million of Johnson Controls Initiative monies earmarked for project completion investment payment expected to occur in Q2 this year. Current remaining balance of \$14.0 million represents a 6 month reserve of water operating expense – best practice reserve is 2+ months – the water rate increases effective May 1, 2013 and beyond has allowed City to finance cap-ex and secure the best practice reserve. The current cash position allows funding of capital expense securing water main infrastructure replacement and other necessary capital expenditure envisioned in the short term period. The Water Utility Fund continues to operate in accordance with the price increase model expectations
Water Bond Construction	\$16.1 million	Balance available to pay contractor invoices for the dredging of Lake Decatur
Public Library Fund	\$(0.1) million	Library operations cash went negative in the month, awaiting receipt of the June property tax distribution (\$1.5 million)
Library Capital Fund	\$0.2 million	Earmarked for CapEx requirements and cash reserves
Library Trust Fund	\$0.3 million	Donations received in trust for specific purpose as defined by the donors and unavailable for other use

Trust & Agency Fund balance of \$145.8 million is sequestered in the Police and Fire Pension Funds and are not available for expenditure on other city operations.

Investments

City investments include \$25 million in US Treasury Bonds. The investment schedule on page 4 of the Treasurer's financial report provides the details of the investments. The investments are comprised of \$15 million of 2015 bond proceeds and \$10 million of pooled cash.

The 2015 bond proceeds invested in treasury bonds are scheduled to mature throughout 2016 in line with the anticipated cash flow requirements to pay the cost of the Lake Decatur dredging initiative.

The \$10 million of pooled cash invested in treasury bonds are scheduled to mature over the next 1-3 years.

The interest earnings from these investments are projected to be in the range of \$175k.

Investment instruments are in accordance with the City Investment Policy with interest rates maximized given available current marketplace investment returns.

Debt

Debt outstanding as of December 31, 2015 is \$150.3 and includes all outstanding bond debt, notes and loan payable and capital leases. All debt principal and interest payments are covered within the 2016 fiscal year operating plan and budget and are secured within the current cash flow operations of the City.

New debt instruments envisioned in 2016 include debt issuance for road and street rehabilitation secured by the local motor fuel tax, debt issuance for fire facility rehabilitation secured by general purpose tax levy revenue, and capital lease financing to replace certain public works vehicle equipment, a new fire apparatus and other vehicle stock covered within the operating budget of the City.

The City will continue to monitor the development of the Lake Decatur dredging initiative and resultant cash flow. City has at present \$16 million of 2015 bond proceeds available to be expended during the 2016 dredging season. Dredging progress over the summer months and resultant cash outflow of monies will determine when the City will find it necessary to secure the next round of debt financing. This will occur either in Q4 2016 or A1 2017, based upon our current spending projections.

Revenue Tracking

Revenue received in the fiscal months ending with May, 2016 of \$57.4 million is 31% of the annual revenue budget of \$184.3 million.

State of Illinois distribution of income tax revenues to local governmental entities is two months delayed, as of May 31, 2016. The amount due to the City of Decatur General Fund is \$1.8 million.

Of note, the property tax revenues received by the City according to the 2015 Tax Levy in effect, provide the cash resources to fund City contributions to the Police and Firemen's Pension Fund, fund City contributions to the operation of the Decatur Public Library, provide City funding for a portion of the General Obligation Bond debt payments, provide funding for the City contribution to the Decatur Municipal Band and provide funding for general purpose earmarked for investment in Fire Station facility repair and rehabilitation.

The cost of day to day City government operations as well as capital spending requirements of City operations, including general government, public safety police and fire protection, public works streets & municipal services

and infrastructure operations, are not funded by property tax revenues, but rather are funded by other taxes including locally imposed or state distributed sales & use tax, income tax, food & beverage tax, hotel/motel tax, utility tax, and other minor tax.

Property Tax in 2016

The 2015 property tax levy, approved by Council in December, 2015 with Council Ordinance 2015-69, for a tax levy amount of \$13.3 million, has been certified by the State of Illinois.

Equalized assessed value ("EAV") for the 2015 EAV period, with property tax payable in 2016, is \$827,227,091, an increase in EAV of 0.62% versus the prior year EAV of \$822,152,764.

The City property tax rate for 2015 EAV with tax payable in 2016 is 1.63498% versus the prior year tax rate of 1.43527%. The City property tax rate is projected to remain in the 16% range of the total property tax rate for City property owners.

Expenditure Tracking

Expenditures to May of \$58.7 million are 29% of the revised full year budget of \$200.2 million, which represents a 12% to date under spending situation versus the total City annual budget.

Water Utility

The financial performance of the City Water Utility is illustrated on the two (2) page summation. The report, which mimics normal reporting of a business enterprise, depicts actual profit and loss statement performance versus budget and prior year on both a monthly and year-to-date basis. In addition, certain key balance sheet items are reported as well as CapEx project spending.

Water Utility performance achieved through May is a profit of \$4.4 million on revenues of \$14.3 million, in line with budget expectation and above the prior year.

The Water Utility continues to perform in accordance with our expectations envisioned in the water model to fund the future CapEx and debt service requirements of the operation, including the \$90 million Lake Decatur dredging initiative.

The report entitled "Water Utility Metrics" is a schedule reporting on key metrics in comparison to the prior year.

Headcount Staffing

Current full time staffing level is 466 FTE's versus budget of 491 FTE's.

Gregg D. Zientara
City Treasurer & Director of Finance
June 11, 2016



Fiscal Year 2016

Fiscal Period Ending May, 2016

City of Decatur

Treasurer's Financial Report

Report Distribution:

***Mayor
City Council Members
City Manager
City Clerk
City Department Heads
Public Copy in Office of the City Clerk***

Prepared By:

Office of the City Treasurer

City of Decatur
Treasurer's Cash Report

Month of: May, 2016

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash Balance</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
10	General Fund GENERAL FUND	2,894,525.60	4,538,155.70	4,529,458.28	4,003.33		2,907,226.35		2,907,226.35	0.00
12	Special Revenue Funds PLANNING FUND	222,842.38	22,627.23	11,185.45	0.00		234,284.16		234,284.16	
17	HOME FUND	232,953.27	58,640.54	32,274.07	0.00		259,319.74		259,319.74	
18	CDBG FUND	1,104.28	17,424.22	19,839.23	(0.00)		(1,310.73)		(1,310.73)	
22	DUATS FUND	165,609.23	45,439.73	4,951.66	(0.00)		206,097.30		206,097.30	
25	DRUG ENFORCEMENT FUND	809,116.86	6,882.28	18,388.87	23,667.64		821,277.91		821,277.91	
26	DUI FINES AND FEES FUND	115,121.20	7,186.08	5,939.20	0.00		116,368.08		116,368.08	
27	POLICE LAB & PROGRAMS	37,198.29	929.57	0.00	0.00		38,127.86		38,127.86	
32	FIRE GRANT	40,915.92	0.63	0.00	0.00		40,916.55		40,916.55	
33	POLICE CAPITAL FUND	555,259.77	3,564.70	38,326.83	0.00		520,497.64		520,497.64	
34	BUILDING FUND	(5,028.00)	49,455.44	1,748.20	(0.00)		42,679.24		42,679.24	
35	LIBRARY FUND	86,532.62	76,374.42	300,348.12	0.00		(137,441.08)		(137,441.08)	
36	MUNICIPAL BAND FUND	24,010.32	1,368.36	3,974.48	0.00		21,404.20		21,404.20	
39	JUSTICE ADMIN GRANT	0.00	0.00	0.00	0.00		0.00		0.00	
42	LOCAL STREETS	1,614.30	151,164.12	0.00	0.00		152,778.42		152,778.42	
46	MOTOR FUEL TAX FUND	1,897,947.16	183,332.17	31,234.49	0.00		2,050,044.84		2,050,044.84	
47	MAJOR MOVES	144,769.11	33.57	5,000.00	0.00		139,802.68		139,802.68	
49	FIRE CAPITAL FUND	222,544.88	20,292.51	68,762.03	(0.00)		174,075.36		174,075.36	
58	LIBRARY CAPITAL	150,093.89	35.42	0.00	(0.00)		150,129.31		150,129.31	
59	LIBRARY TRUST FUNDS	279,764.89	199.57	2,989.11	(0.00)		276,975.35		276,975.35	
82	DCDF FUND	103,112.09	789.28	7,633.18	0.00		96,268.19		96,268.19	
83	NEIGHBORHOOD IMPROVEMENTS	67,196.38	15.70	1,314.42	0.00		65,897.66		65,897.66	
85	GRANT FUND	7,654.00	0.00	0.00	0.00		7,654.00		7,654.00	
	Total Special Revenue Funds	5,160,332.84	645,755.54	553,909.34	23,667.64	0.00	5,275,846.68	0.00	5,275,846.68	0.00
19	TIF & Redevelopment Funds OLDE TOWNE TIF FUND	356.68	0.12	0.00	0.00		356.80		356.80	
20	SE PLAZA TIF FUND	140,797.18	9,034.28	0.00	0.00		149,831.46		149,831.46	
21	WABASH CROSSING TIF	5,236.55	1.23	0.00	0.00		5,237.78		5,237.78	
23	EASTGATE TIF FUND	34,355.68	17,256.15	0.00	0.00		51,611.83		51,611.83	
24	SOUTHSIDE TIF FUND	17,904.94	4.23	0.00	0.00		17,909.17		17,909.17	
28	PINES SHOPPING CENTER TIF	6,107.10	3,051.80	0.00	(0.00)		9,158.90		9,158.90	
29	GRAND & OAKLAND TIF	10,007.01	5,002.95	0.00	0.00		15,009.96		15,009.96	
	Total TIF & Redevelpmnt Funds	214,765.14	34,350.76	0.00	(0.00)	0.00	249,115.90	0.00	249,115.90	0.00
40	Capital Funds PEG CAPITAL FUND	184,506.97	6,429.50	10,391.67	0.00		180,544.80		180,544.80	
43	2010 PROJECT FUND	365,621.77	5.55	12,886.43	0.00		352,740.89	0.00	352,740.89	
45	CAPITAL PROJECT FUND	70,815.35	16.71	0.00	(0.00)		70,832.06		70,832.06	
	Total Capital Funds	620,944.09	6,451.76	23,278.10	(0.00)	0.00	604,117.75	0.00	604,117.75	0.00

City of Decatur
Treasurer's Cash Report

Month of: May, 2016

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash Balance</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
50	Debt Fund DEBT FUND	494,358.78	(1,104,527.67)	(894,466.13)	(0.00)		284,297.24		284,297.24	0.00
60	Internal Service Funds FLEET MAINTENANCE	205,486.43	208,294.67	241,171.93	0.00		172,609.17		172,609.17	
61	EQUIPMENT REPLACEMENT	312,091.42	115.53	0.00	0.00		312,206.95		312,206.95	
64	RISK MANAGEMENT	2,908,377.88	173,688.00	198,620.93	0.00		2,883,444.95		2,883,444.95	
65	INSURANCE FUND	567,628.83	810,030.17	713,028.00	0.00		664,631.00		664,631.00	
	Total Internal Service Funds	3,993,584.56	1,192,128.37	1,152,820.86	0.00	0.00	4,032,892.07	0.00	4,032,892.07	0.00
70	Enterprise Funds MASS TRANSIT -OPERATION	254,877.89	52,778.50	775,122.50	0.00		(467,466.11)		(467,466.11)	0.00
78	STORM WATER	912,215.89	150,257.58	156,035.91	0.00		906,437.56		906,437.56	
79	SEWER FUND	5,759,790.27	370,076.59	314,159.52	0.00		5,815,707.34		5,815,707.34	
80	WATER FUND	11,233,637.87	5,434,416.31	4,333,565.11	14,298.15		12,348,787.22		12,348,787.22	100,000.00
81	WATER CAPITAL	2,911,510.06	401.27	82,365.29	0.00		2,829,546.04		2,829,546.04	
88	RECYCLING PROGRAM	105,836.64	57,625.86	48,661.30	0.00		114,801.20		114,801.20	(100,000.00)
89	WATER BOND	1,236,268.63	5,093.79	17,586.72	0.00	(5,074.83)	1,218,700.87	14,897,198.36	16,115,899.23	0.00
	Total Enterprise Funds	22,414,137.25	6,070,649.90	5,727,496.35	14,298.15	(5,074.83)	22,766,514.12	14,897,198.36	37,663,712.48	0.00
90	Trust & Agency Funds FIRE PENSION FUND	280,756.29	957,061.56	633,640.61	(0.00)	(385,321.85)	218,855.39	61,711,250.79	61,930,106.18	
91	POLICE PENSION FUND	646,311.12	324,329.89	618,441.98	(0.00)	(141,238.88)	210,960.15	83,636,137.76	83,847,097.91	
	Total Trust & Agency Funds	927,067.41	1,281,391.45	1,252,082.59	(0.00)	(526,560.73)	429,815.54	145,347,388.55	145,777,204.09	0.00
Total City Funds		36,719,715.67	12,664,355.81	12,344,579.39	41,969.12	(531,635.56)	36,549,825.65	160,244,586.91	196,794,412.56	0.00
Pooled Cash Investments		0.00	0.00	0.00	0.00	0.00	0.00	10,014,829.93	10,014,829.93	
Memorandum Items										
City Funds ex Trust & Agency		35,792,648.26	11,382,964.36	11,092,496.80	41,969.12	(5,074.83)	36,120,010.11	24,912,028.29	51,017,208.47	0.00

City of Decatur
Treasurer's Investment Report

Month of: May, 2016

Water Bond

Account # 8051000933
Fund 89

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2016	Estimated Income	
US Treasury Bond	01/15/16	0.375000%	0.00	0.00	0.00	0.00	530.10	0.00	530.10	530.10	0.00	ok
US Treasury Bond	05/15/16	0.250000%	0.00	0.00	0.00	0.00	2,717.03	0.00	2,717.03	2,717.03	0.00	ok
US Treasury Bond	06/15/16	0.500000%	2,300,000.00	2,300,988.29	0.00	2,300,988.29	5,938.53	5,310.11	628.42	0.00	11,500.00	ok
US Treasury Bond	07/15/16	0.625000%	2,900,000.00	2,902,605.48	0.00	2,902,605.48	9,383.46	6,871.57	2,511.89	2,511.89	18,125.00	ok
US Treasury Bond	08/15/16	0.625000%	2,900,000.00	2,901,925.77	0.00	2,901,925.77	9,366.67	5,327.95	4,038.72	4,038.72	18,125.00	ok
US Treasury Bond	08/31/16	1.000000%	3,000,000.00	3,009,960.93	0.00	3,009,960.93	15,493.61	7,581.52	7,912.09	7,912.09	30,000.00	ok
US Treasury Bond	10/15/16	0.625000%	0.00	0.00	0.00	0.00	589.14	0.00	589.14	0.00	0.00	ok
US Treasury Bond	11/15/16	0.625000%	1,000,000.00	999,804.69	0.00	999,804.69	3,576.84	288.72	3,288.12	3,125.00	6,250.00	ok
US Treasury Bond	12/15/16	0.625000%	200,000.00	199,890.63	0.00	199,890.63	773.57	577.19	196.38	0.00	1,250.00	ok
Federated US Treasury Cash Reserves	Liquid		2,536,753.32	2,536,753.32	45,269.25	2,582,022.57	418.16	208.77	209.39	208.81	4,639.60	ok
Total Investment(s)			14,836,753.32	14,851,929.11	45,269.25	14,897,198.36	48,787.11	26,165.83	22,621.28	21,043.64	89,889.60	

Pooled Cash

Account # 8051000942
Multiple Funds - Pooled Cash

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2016	Estimated Income	
US Treasury Bond	06/15/16	0.500000%	1,000,000.00	1,000,429.69	0.00	1,000,429.69	2,581.96	2,308.74	273.22	0.00	5,000.00	ok
US Treasury Bond	12/15/16	0.625000%	1,000,000.00	999,453.13	0.00	999,453.13	3,227.46	2,885.93	341.53	0.00	6,250.00	ok
US Treasury Bond	04/30/17	0.875000%	1,000,000.00	1,001,328.13	0.00	1,001,328.13	4,534.91	760.87	3,774.04	3,774.04	8,750.00	ok
US Treasury Bond	10/31/17	0.750000%	1,000,000.00	996,875.00	0.00	996,875.00	3,887.06	652.17	3,234.89	3,234.89	7,500.00	ok
US Treasury Bond	12/15/17	1.000000%	1,050,000.00	1,050,779.30	0.00	1,050,779.30	5,422.13	4,848.36	573.77	0.00	10,500.00	ok
US Treasury Bond	03/31/18	0.750000%	1,500,000.00	1,489,335.95	0.00	1,489,335.95	5,809.43	1,905.74	3,903.69	3,903.69	11,250.00	ok
US Treasury Bond	06/15/18	1.125000%	1,600,000.00	1,600,000.00	0.00	1,600,000.00	9,295.09	8,311.48	983.61	0.00	18,000.00	ok
US Treasury Bond	10/15/18	0.875000%	1,750,000.00	1,732,568.36	0.00	1,732,568.36	7,907.28	1,966.36	5,940.92	5,940.92	15,312.50	ok
Federated US Treasury Cash Reserves	Liquid		106,974.86	106,974.86	37,085.51	144,060.37	76.12	18.74	57.38	57.12	259.31	ok
Total Investment(s)			10,006,974.86	9,977,744.42	37,085.51	10,014,829.93	42,741.44	23,658.39	19,083.05	16,910.66	82,821.81	

GRAND TOTALS:	24,843,728.18	24,829,673.53	82,354.76	24,912,028.29	91,528.55	49,824.22	41,704.33	37,954.30	172,711.41
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Notes:

All initial investments settled on 11/25/15.
Total Invested = Tax Cost Amount + Accrued Interest Purchased
Interest Received YTD = cash received
Estimated Income = projected annual interest income

time		debt liquidated		Year of Issue	Year of Re Issue	Year of Maturity	Fund	Source	Payment(s)		Debt (Orig/ Ref)	Debt at 1/1/2016	FY16 Principal Payments	FY16 Interest Payments	Debt at 12/31/2016	gz approved FY16 Total Debt Payments	
Debt Instrument		Debt Purpose							1st	2nd	Issue						
Bond Debt																	
Amort sch #																	
10	2008 Bonds	Water & Olde Towne TIF Projects	2005/2008	2008	2024	19/80	19/80	6/15	12/15		10,000,000	8,120,000	825,000	349,113	7,295,000	1,174,113	
11	2010A Bonds	LOC Payoff-Reynolds Bulding	2005/2008	2010	2030	50	Tax Levy	6/15	12/15		8,715,000	8,090,000	180,000	440,158	7,910,000	620,158	
12	2010B Bonds (BAB/RZEDB)	Water/Old Towne TIF Bonds	2010		2030	80/50/19	80/TL/19	6/15	12/15		28,270,000	24,200,000	1,120,000	1,340,418	23,080,000	2,460,418	
13	2010C Bonds	Parking Garage Renovation	2010		2024	19/50	19/TL	6/15	12/15		2,800,000	2,045,000	200,000	77,750	1,845,000	277,750	
14	2010D Bonds	Library	1998	2010	2017	50	Tax Levy	6/15	12/15		1,805,000	480,000	245,000	16,750	235,000	261,750	
17	2012 Bonds	Refunding of 2004A GO Bonds	2012		2025	50	Tax Levy	3/1	9/1		8,030,000	6,715,000	605,000	141,731	6,110,000	746,731	
18	2013 Bonds	Refunding of 2004B GO Bonds	2013		2025	80	80	3/1	9/1		17,220,000	14,580,000	1,205,000	626,225	13,375,000	1,831,225	
25	2014 Bonds	Lake Decatur Dredging	2014		2034	80	80	3/1	9/1		24,055,000	23,325,000	835,000	1,026,963	22,490,000	1,861,963	
32	2015 Bonds	Lake Decatur Dredging	2015		2035	80	80	3/1	9/1		23,305,000	23,305,000	790,000	939,510	22,515,000	1,729,510	
xxx																	
xxx																	
xxx																	
Total Bond Debt												124,200,000	110,860,000	6,005,000	4,958,618	104,855,000	10,963,618
Promissory Notes & Loans Payable																	
6	HUD Section 108	Wabash Crossing	2002		2022	50	18/Pilot	2/1	8/1		3,000,000	1,365,000	180,000	80,855	1,185,000	260,855	
23	2013 Promissory Note	Jonson Controls Initiative	2013		2028	various	80/10/60/70	Qtry	Qtry		17,212,394	16,454,080	642,538	562,462	15,811,542	1,205,000	
15	IEPA Contruction Loan	Nitrate Facility (L17-1674)	2002		2022	80	80	6/1	12/1		7,172,169	2,750,720	407,387	76,971	2,343,333	484,358	
16	IEPA Water Loan	Water Projects (L17-2552)	2011		2031	80	80	1/10	7/10		6,993,328	5,786,889	361,681	-	5,425,208	361,681	
28	IEPA Contruction Loan	Lakeshore Drive Sewer (L17-4873)	2013		2034	79	79	12/15	6/15		7,589,673	7,282,353	320,236	138,824	6,962,117	459,060	
29	Busey Bank	DPD Furniture & Technology (17355)	2014		2019	10	10	Qtry	Qtry		1,500,000	1,065,557	296,772	19,466	768,785	316,238	
34	IEPA Contruction Loan Pending	Union Street Sewer (L17-5280)	2015		2035	79	79	1/8	7/8		2,126,122	2,126,122	82,230	37,074	2,043,892	119,304	
30	Busey Bank	Fire Apparatus - Pumper (20835)	2015		2022	49	49	5/4			439,940	439,940	58,643	10,119	381,297	68,762	
35	Soy Capital Pending	Motorola Radio System	2015		2022	10/70	10/70	1/5			986,826	986,826	137,785	23,215	849,041	161,000	
33	Busey Bank	Police Vehicles - Interceptor (10) (21915)	2015		2017	33	33	Qtry	Qtry		284,732	249,594	141,851	2,928	107,743	144,779	
xxx																	
xxx																	
xxx																	
xxx																	
Total Notes & Loans Payable												47,305,184	38,507,081	2,629,123	951,914	35,877,958	3,581,037
Capital Leases																	
19	Busey Bank	Fire Apparatus - Arial Platform	2011		2018	49	49	9/1			947,850	424,905	138,474	10,070	286,431	148,544	
21	Busey Bank	Police Vehicles - SUV (1)	2013		2017	33	33	Qtry	Qtry		26,911	10,294	6,847	133	3,447	6,980	
22	Busey Bank	Water Service Truck (1)	2013		2018	80	80	Qtry	Qtry		33,988	17,383	6,865	280	10,518	7,145	
24	Busey Bank	Sewer Vactor Truck (1)	2013		2018	79	79	Qtry	Qtry		321,998	181,037	64,689	3,106	116,348	67,795	
26	Busey Bank	Water Service Truck (1)	2014		2019	80	80	Qtry	Qtry		25,150	16,632	5,003	295	11,629	5,298	
27	Busey Bank	Traffic Service Truck (1)	2014		2019	10	10	Qtry	Qtry		31,114	20,576	6,190	364	14,386	6,554	
31	PNC Equipment Finance	Police Vehicles - Interceptor (10)	2015		2017	33	33	Qtry	Qtry		287,499	216,311	143,747	2,077	72,564	145,824	
new	To be determined	Police Vehicles - Interceptor (5)	2016		2018	33	33	Qtry	Qtry		-	-	-	-	-	-	
new	To be determined	Traffic Mgr Ford Escape	2016		2021	61	61	Qtry	Qtry		-	-	-	-	-	-	
new	To be determined	Streets Cat Backhoe	2016		2023	61	61	Qtry	Qtry		-	-	-	-	-	-	
new	To be determined	Streets Dump Truck (2)	2016		2023	61	61	Qtry	Qtry		-	-	-	-	-	-	
new	To be determined	Streets Endloader	2016		2023	61	61	Qtry	Qtry		-	-	-	-	-	-	
new	To be determined	Sewer Vactor Truck (1)	2016		2023	79	79	Qtry	Qtry		-	-	-	-	-	-	
new	To be determined	Sewer Street Sweeper (2)	2016		2023	79	79	Qtry	Qtry		-	-	-	-	-	-	
xxx																	
xxx																	
xxx																	
xxx																	
Total Capital Leases												1,674,510	887,138	371,815	16,325	515,323	388,140
Total City Debt												173,179,694	150,254,219	9,005,938	5,926,857	141,248,281	14,932,795

**City of Decatur
Debt Schedule**

PBC

Period Ending: 2016 Budget
date of update: June 10, 2016

home		debt liquidated							
Debt Instrument		Debt Purpose	Payment Method	Debt Held By Lendor	Paying Agent	Debt Payment	Debt Payment	Debt Payment	Debt Payment
Bond Debt									
Amort sch #									
10	2008 Bonds	Water & Olde Towne TIF Projects	wire transfer	bond holders	BONY Mellon	fund 19 43.2%	fund 80 56.8%		
11	2010A Bonds	LOC Payoff-Reynolds Bulding	wire transfer	bond holders	BONY Mellon	tax levy 100%			
12	2010B Bonds (BAB/RZEDB)	Water/Old Towne TIF Bonds	wire transfer	bond holders	BONY Mellon	fund 80 64.6%	tax levy 25.3%	fund 19 10.1%	
13	2010C Bonds	Parking Garage Renovation	wire transfer	bond holders	BONY Mellon	fund 19 50%	tax levy 50%		
14	2010D Bonds	Library	wire transfer	bond holders	BONY Mellon	tax levy 100%			
17	2012 Bonds	Refunding of 2004A GO Bonds	wire transfer	bond holders	US Bank	tax levy 100%			
18	2013 Bonds	Refunding of 2004B GO Bonds	wire transfer	bond holders	US Bank	fund 80 100%			
25	2014 Bonds	Lake Decatur Dredging	wire transfer	bond holders	US Bank	fund 80 100%			
32	2015 Bonds	Lake Decatur Dredging	wire transfer	bond holders	US Bank	fund 80 100%			
Total Bond Debt									
Promissory Notes & Loans Payable									
6	HUD Section 108	Wabash Crossing	wire transfer	HUD 108 collections	BONY Mellon	fund 18 principal payment / fund 50 Pilot interest payment			
23	2013 Promissory Note	Jonson Controls Initiative	wire transfer	Regions Capital Advantage, Inc.	Regions Bank Trust	fund 80 94.0%	fund 10 1.0%	fund 60 4.0%	fund 70 1.0%
15	IEPA Contruccion Loan	Nitrate Facility (L17-1674)	wire transfer	Illinois EPA	Amalgated Bank of Chicago	fund 80 100%			
16	IEPA Water Loan	Water Projects (L17-2552)	wire transfer	Illinois EPA	Amalgated Bank of Chicago	fund 80 100%			
28	IEPA Contruccion Loan	Lakeshore Drive Sewer (L17-4873)	wire transfer	Illinois EPA	Amalgated Bank of Chicago	fund 79 100%			
29	Busey Bank	DPD Furniture & Technology (17355)	check	Busey Bank	Busey Bank	fund 10 100%			
34	IEPA Contruccion Loan Pending	Union Street Sewer (L17-5280)	wire transfer	Illinois EPA	Amalgated Bank of Chicago	fund 79 100%			
30	Busey Bank	Fire Apparatus - Pumper (20835)	check	Busey Bank	Busey Bank	fund 49 100%			
35	Soy Capital Pending	Motorola Radio System	check	Soy Capital Bank & Trust	Soy Capital Bank & Trust	fund 10 80%	fund 70 20%		
33	Busey Bank	Police Vehicles - Interceptor (10) (xxxxx)	check	Busey Bank	Busey Bank	fund 33 100%			
Total Loans Payable									
Capital Leases									
19	Busey Bank	Fire Apparatus - Arial Platform	check	Busey Bank	Busey Bank	fund 49 100%			
21	Busey Bank	Police Vehicles - SUV (1)	check	Busey Bank	Busey Bank	fund 33 100%			
22	Busey Bank	Water Service Truck (1)	check	Busey Bank	Busey Bank	fund 80 100%			
24	Busey Bank	Sewer Vactor Truck (1)	check	Busey Bank	Busey Bank	fund 79 100%			
26	Busey Bank	Water Service Truck (1)	check	Busey Bank	Busey Bank	fund 80 100%			
27	Busey Bank	Traffic Service Truck (1)	check	Busey Bank	Busey Bank	fund 10 100%			
31	PNC Equipment Finance	Police Vehicles - Interceptor (10)	check	PNC Equipment Finance	PNC Equipment Finance	fund 33 100%			
new	To be determined	Police Vehicles - Interceptor (5)							
new	To be determined	Traffic Mgr Ford Escape							
new	To be determined	Streets Cat Backhoe							
new	To be determined	Streets Dump Truck (2)							
new	To be determined	Streets Endloader							
new	To be determined	Sewer Vactor Truck (1)							
new	To be determined	Sewer Street Sweeper (2)							
Total Capital Leases									
Total City Debt									

City of Decatur
2010 Bond Issue - Status of Bond Fund 43

Month of: **May, 2016**

Bond Issuance	2010-A	2010-B	2010-C	2010-D	Original Scope	Final Total
Par Value of Bonds		28,270,000	2,800,000	1,805,000	32,875,000	
Premium	77,858	226,326	77,989	48,814	430,987	
Total Source of Funds	77,858	28,496,326	2,877,989	1,853,814	33,305,987	
Total Use of Funds	77,858	28,496,326	2,877,989	1,853,814	33,305,987	
Underwriter's Discount	146,465	443,176	35,163	14,975	639,779	
Closing costs	99,083	116,227	19,161	17,648	252,120	
Bond Proceeds	(167,690)	27,936,923	2,823,665	1,821,190	32,414,088	

Original Project Scope	2010-A	2010-B	Scope Adj	Additions	2010-C	Additions	2010-D
PNC letters of credit							
Wabash Crossing Payoff	4,739,872						4,739,872
West End Loan payoff	334,878						334,878
300 N Water demolitions	1,249,560						1,249,560
Reynolds Building, etc	2,223,000						2,223,000
Lake Decatur Dredging		11,260,000	120,442	527,963			11,260,000
Ground water supply		5,000,000	(3,294,961)	19,280			5,000,000
Dam repairs		1,746,080	2,559,779	16,633			1,746,080
Downtown streetscapes		6,260,000	248,327	371,833			6,260,000
Downtown lighting		2,500,000					2,500,000
Central Park & Transfer House		1,170,843					1,170,843
Parking Garage project			366,413		2,401,272	63,134	2,401,272
Olde Towne TIF Debt Service					422,393		422,393
Refunding 1998 issue							1,821,190
Total available for use	8,547,310	27,936,923	-	935,709	2,823,665	63,134	41,129,088

Actual Bond Activity	FY11	FY13	FY11	FY12	FY13	FY13 Stub	FY14	FY15	FY16	FY11	FY12	FY13	FY13 Stub	FY14	FY15	FY11	FY13	Actual	Bond Plan	Encumb	Unobligated
Revenues																					
Miscellaneous Income				350	527,613							17,190						545,153			
Interest Income			5,938	128,043	154,353	22,960	120,107	179	28		24,245	24,261	489					480,602			
Total Revenues	-	-	5,938	128,393	681,966	22,960	120,107	179	28	-	24,245	41,451	489	-	-	-	-	1,025,755			
Expenditures																					
Interest Income Bank Fees			8,129	7,424	4,748	1,432	1,949			678	1,406	875	91					26,733			
Fiscal Agents Fees	678																	1,356			
Transfer to Debt Service Fund		20,160					800,000											820,673			
Pay Off Letters of Credit	6,303,472																	6,303,472	6,324,310		
Pay Off 1998 Bond Issue																		1,820,000	1,821,190		
Reynolds Building Payment	2,223,000																	2,223,000	2,223,000		
Olde Towne TIF Debt Service													422,393					422,393	422,393	0	0
Downtown TIF Projects			46,141	2,232,320	6,385,262	1,507,664	147,142	210,237	1,912									10,530,679	10,551,003	11,019	9,304
Dredging			1,974,603	8,990,314	903,488	40,000												11,908,405	11,908,405	0	0
Supplemental Water Supply			110,610	116,025	479,936	181,981	35,767											924,319	1,724,319	0	0
Dam Repair				19,822	119,653	3,202,386	980,632											4,322,492	4,322,492	0	0
Parking								16,376	17,799		88,140	2,236,531	59,111	68,913	11,711			2,498,581	2,830,819	22,220	310,018
Total Expenditures	8,527,150	20,160	2,139,484	11,365,905	7,893,086	4,933,463	1,965,490	226,614	19,711	678	89,546	2,237,407	481,595	68,913	11,711	1,820,678	512	41,802,103	42,127,932	33,240	319,322
Unexpended Funds 4/30/11	20,160		25,803,377							2,822,987						512		28,647,037			
Unexpended Funds 4/30/12	20,160			14,565,865							2,757,686					512		17,344,224			
Unexpended Funds 4/30/13		0			7,354,745							561,730					0	7,916,475			
Unexpended Funds 12/31/13						2,444,241							80,624					2,524,866			
Unexpended Funds 12/31/14							598,858							11,711				610,569			
Unexpended Funds 12/31/15								372,423							0			372,423			
Unexpended Funds 5/31/16									352,741									352,741			

Approved use of Funds
Franklin St 5,000
Parking 311,873
Unassigned 2,449
319,322

Project scope(s)
2010A LOC payoff for Wabash Crossing, N Water St demolitions, W Main Street residential rehabs, Reynolds Building redevelopment agreement
2010B Water projects including dredging, ground water supply, dam repairs / OldTowne TIF projects including streetscape improvements in downtown Decatur, Central park improvements, Transfer House interior renovations, Parking Garage B&C renovation and construct new lot on N Main St
2010C Parking Garage B&C renovation and construct new lot on N Main St
2010D Bond refunding of 1998 GO Bond (Library)

City of Decatur
Water Bond Issue - Status of Water Bond Fund 89

Month of: May, 2016

Bond Issuance	2014
Par Value of Bonds	24,055,000
Premium	1,147,122
Total Source of Funds	25,202,122
Total Use of Funds	25,202,122
Underwriter's Discount	168,385
Bond Insurance	21,705
Closing Costs	122,505
Bond Proceeds	24,889,527

Project Scope	
Temporary Easements	36,677
Road Improvements	254,754
Dredging	24,598,096
Other	-
Total Scope	24,889,527

Fund Description Accounts for capital improvements that are financed by the proceeds from the issuance of bonds

The Lake Decatur Dredging initiative is a \$90.4 investment spanning 6 years with completion envisioned in 2019. The project includes the dredging of lake basins 1, 2, 3 and 4.

On April 8, 2014, the City issued general obligation bonds with 20 year maturity raising the cash proceeds to defray the cost of Phase I of the Lake Decatur Dredging Project.

The City will use additional bond financing in subsequent years to raise the cash proceeds to defray the cost of future expenditures. The City expects to issue bonds in each subsequent fiscal year 2015, 2016, 2017 and 2018.

Actual Bond Spend Activity in Fiscal year 2014	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend		-	-	24,889,527	24,760,833	24,758,895	24,165,902	24,036,949	20,860,735	18,054,140	16,012,691	15,310,267	
Revenues													
Interest Income				443	762	780	793	708	605	547	485	394	5,517
Other													-
Total Revenue	-	-	-	443	762	780	793	708	605	547	485	394	5,517
Expenditures													
Dredging					2,700			11,000		1,494			15,194
Sediment Basin Rehab				129,137		593,773	129,746	3,082,383	2,807,200	1,936,386	702,909	1,297,135	10,678,669
Angle Crossing Road Impvmnt								83,539					83,539
Star Route Road Improvement										104,116			104,116
Total Expenditures	-	-	-	129,137	2,700	593,773	129,746	3,176,922	2,807,200	2,041,996	702,909	1,297,135	10,881,518
Ending cash available	-	-	-	24,760,833	24,758,895	24,165,902	24,036,949	20,860,735	18,054,140	16,012,691	15,310,267	14,013,526	

Actual Bond Spend Activity in Fiscal year 2015	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	14,013,526	11,585,523	11,585,847	11,578,862	11,532,821	11,518,681	9,202,684	9,167,528	7,469,869	7,442,700	1,320,502	0	
Revenues													
Interest Income	374	324	356	328	319	307	270	254	177	49			2,757
Other													0
Total Revenue	374	324	356	328	319	307	270	254	177	49	-	-	2,757
Expenditures													
Dredging													0
Sediment Basin Rehab/Dredge	2,428,376		7,341	46,369	14,459	2,316,304	35,426	1,697,912	27,346	6,122,248	1,320,502		14,016,283
Angle Crossing Road Impvmnt													0
Star Route Road Improvement													0
Total Expenditures	2,428,376	-	7,341	46,369	14,459	2,316,304	35,426	1,697,912	27,346	6,122,248	1,320,502	-	14,016,283
Ending cash available	11,585,523	11,585,847	11,578,862	11,532,821	11,518,681	9,202,684	9,167,528	7,469,869	7,442,700	1,320,502	0	0	

City of Decatur
Water Bond Issue - Status of Water Bond Fund 89

Month of: **May, 2016**
gz projection

Bond Issuance	2015
Par Value of Bonds	23,305,000
Premium	1,073,300
Total Source of Funds	24,378,300
Total Use of Funds	24,378,300
Underwriter's Discount	163,135
Bond Insurance	84,770
Closing Costs	127,880
Bond Proceeds	24,002,515

Fund Description Accounts for capital improvements that are financed by the proceeds from the issuance of bonds

The Lake Decatur Dredging initiative is a \$90.4 investment spanning 6 years with completion envisioned in 2019. The project includes the dredging of lake basins 1, 2, 3 and 4.

On September 3, 2015, the City issued general obligation bonds with 20 year maturity raising the cash proceeds to defray the cost of Phase II of the Lake Decatur Dredging Project.

The City will use additional bond financing in subsequent years to raise the cash proceeds to defray the cost of future expenditures. The City expects to issue bonds in each subsequent fiscal year 2017 and 2018.

Project Scope	
Temporary Easements	-
Road Improvements	-
Dredging	24,002,515
Other	-
Total Scope	24,002,515

Actual Bond Spend Activity in Fiscal year 2015	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	-	-	-	-	-	-	-	-	24,002,515	24,003,086	24,003,974	22,481,560	
Revenues													
Interest Income									571	888	693	(2,611)	(459)
Other													-
Total Revenue	-	-	-	-	-	-	-	-	571	888	693	(2,611)	(459)
Expenditures													
Dredging											1,523,107	5,269,868	6,792,975
Sediment Basin Rehab													-
Angle Crossing Road Impvmnt													-
Star Route Road Improvement													-
Total Expenditures	-	-	-	-	-	-	-	-	-	-	1,523,107	5,269,868	6,792,975
Ending cash available	-	-	-	-	-	-	-	-	24,003,086	24,003,974	22,481,560	17,209,080	

Actual Bond Spend Activity in Fiscal year 2016	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	17,209,080	17,193,118	16,621,834	16,609,842	16,128,392	16,110,824	16,110,824	16,110,824	16,110,824	16,110,824	16,110,824	16,110,824	
Revenues													
Interest Income	2,692	12,030	84	60	19								14,884
Other													-
Total Revenue	2,692	12,030	84	60	19	-	-	-	-	-	-	-	14,884
Expenditures													
Dredging	18,654	583,314	12,075	481,510	17,587								1,113,140
Sediment Basin Rehab/Dredge													-
Angle Crossing Road Impvmnt													-
Star Route Road Improvement													-
Total Expenditures	18,654	583,314	12,075	481,510	17,587	-	-	-	-	-	-	-	1,113,140
Ending cash available	17,193,118	16,621,834	16,609,842	16,128,392	16,110,824	16,110,824	16,110,824	16,110,824	16,110,824	16,110,824	16,110,824	16,110,824	

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

Shaded revenues are not expected to receive revenue in given month.

Period Ending: May, 2016

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Memo Items																	
PROPERTY TAX TOTAL																	
var	REAL ESTATE TAX-CIVIL CITY	var	-	-	-	-	-								-	13,224,000	0%
var	REAL ESTATE TAX-TIF DISTRICTS	var	-	-	-	-	-								-	1,693,700	0%
	OTHER TAXES TOTAL		-	-	-	-	-	-	-	-	-	-	-	-	-	14,917,700	0%
OTHER TAXES TOTAL																	
var	LOCAL SALES TAX	var	848,993	833,995	1,036,321	703,472	744,767								4,167,548	11,124,000	37%
var	STATE SALES TAX	var	946,811	904,631	1,119,498	824,458	867,538								4,662,935	11,958,000	39%
	OTHER TAXES TOTAL		1,795,803	1,738,625	2,155,819	1,527,930	1,612,305	-	-	-	-	-	-	-	8,830,483	23,082,000	38%
GENERAL FUND																	
LOCAL TAXES																	
301302	CABLE TV TAX	10	233,851	34,945	-	244,327	31,932								545,055	1,122,000	49%
301203	FOOD & BEVERAGE TAX	10	259,729	256,324	278,075	268,232	281,815								1,344,174	3,254,500	41%
301204	HOTEL AND MOTEL TAX	10	17,954	36,768	62,867	52,011	67,897								237,497	965,000	25%
301106	MOBILE HOME PRIVELEGE TAX	10	-	-	-	-	-								-	9,000	0%
301103	PROPERTY TAX	10	-	-	-	-	-								-	8,207,270	0%
301202	TELEPHONE UTILITY TAX	10	166,328	157,953	224,336	164,578	152,247								865,442	1,774,000	49%
301209	UTILITY TAX - ELECTRIC & GAS	10	177,332	138,838	326,307	432,107	393,246								1,467,830	5,182,000	28%
	Sub Total		855,194	624,828	891,586	1,161,255	927,137	-	-	-	-	-	-	-	4,459,999	20,513,770	22%
OTHER TAXES (REMITTED BY STATE)																	
301208	AUTO RENTAL TAX	10	2,822	2,091	2,440	2,224	2,272								11,849	33,000	36%
301205	LOCAL SALES TAX	10	830,693	815,660	1,018,670	685,172	726,467								4,076,663	10,149,700	40%
301207	LOCAL USE TAX	10	295,435	146,086	208,903	128,350	130,832								909,606	1,882,000	48%
302105	STATE INCOME TAX	10	912,628	-	751,474	822,346	476,082								2,962,530	8,000,000	37%
302104	STATE REPLACEMENT TAX	10	151,704	-	66,379	209,923	169,604								597,610	1,325,000	45%
301201	STATE SALES TAX	10	931,461	889,236	1,105,627	809,108	852,188								4,587,619	11,495,600	40%
301210	VIDEO GAMING TAX	10	68,245	72,681	71,917	83,206	91,316								387,364	765,000	51%
	Sub Total		3,192,987	1,925,755	3,225,410	2,740,330	2,448,762	-	-	-	-	-	-	-	13,533,242	33,650,300	40%
OTHER GOVERNMENTAL SOURCES																	
302110	ESTB ENHANCED 911	10	123,643	41,852	41,616	41,734	41,734								290,579	501,000	58%
301102	ROAD & BRIDGE TAX	10	-	-	-	-	-								-	366,000	0%
	Sub Total		123,643	41,852	41,616	41,734	41,734	-	-	-	-	-	-	-	290,579	867,000	34%
CHARGE SERVICES (INTERNAL CITY)																	
various	GENERAL FUND	10	564,759	616,969	606,432	548,140	551,245								2,887,545	7,232,713	40%
3rd Party Revenue																	
303413	AMEREN FRANCHISE PAYMENTS	10	76,759	76,759	76,759	76,759	76,759								383,797	921,000	42%
303510	ELECTRIC AGGREGATION ADMIN	10	7,209	8,513	7,590	6,499	6,459								36,270	90,000	40%
	Sub Total		83,968	85,272	84,350	83,259	83,218	-	-	-	-	-	-	-	420,066	1,011,000	42%
Grants																	
various	STATE & OTHER	10	870	5,790	5,280	1,223	-								13,163	50,000	26%

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

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Period Ending: May, 2016

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Fees for Services External																	
various	ADMIN COURT FEES & FINES	10	11,721	11,393	24,622	10,592	16,367								74,694	260,000	29%
304401	BUILDING PERMITS	10	11,829	8,872	29,612	36,031	11,671								98,015	249,000	39%
305501	COURT FINES (COUNTY)	10	19,609	-	54,287	26,764	18,335								118,996	260,000	46%
310010	FIRE PROGRAMS	10	80	80	370	3,520	3,309								7,359	16,000	46%
various	LAKE LICENSES & PERMITS	10	-	-	21,960	43,207	60,294								125,461	165,000	76%
304304	LIQUOR LICENSES	10	(7,144)	2,706	8,415	27,218	217,851								249,046	390,000	64%
various	MISC INCOME & REIMBURSE	10	5,865	7,588	14,795	5,857	15,166								49,271	300,513	16%
various	OTHER FINES & FEES	10	35,249	43,422	52,061	38,986	51,392								221,110	615,200	36%
various	OTHER LICENSES	10	15,745	2,700	2,435	4,903	1,275								27,058	83,000	33%
various	PARKING	10	30,524	33,577	37,342	33,002	35,235								169,680	414,000	41%
303408	SANITARY DISTRICT	10	25,635	24,627	24,235	26,199	24,256								124,952	281,904	44%
303405	SCHOOL DISTRICT REIMB	10	-	193,188	-	-	-								193,188	390,000	50%
Sub Total			149,114	328,153	270,134	256,279	455,150	-	-	-	-	-	-	-	1,458,830	3,424,617	43%
Investment/Other Income																	
309900	BOND OR NOTE PROCEEDS	10	-	-	-	-	30,205								30,205	-	-
307101	INTEREST INCOME	10	41	45	302	182	706								1,277	600	213%
Sub Total			41	45	302	182	30,911	-	-	-	-	-	-	-	31,482	600	5247%
General Fund Total			4,970,576	3,628,664	5,125,110	4,832,402	4,538,156	-	-	-	-	-	-	-	23,094,907	66,750,000	35%
Development Services																	
various	PLANNING	12	19,255	21,342	20,313	21,198	22,627								104,735	657,000	16%
various	HOME PROGRAM	17	4,137	10,580	10,359	10,912	58,641								94,628	907,100	10%
various	CDBG	18	55,822	39,234	58,594	35,573	17,424								206,646	1,669,300	12%
various	DUATS	22	2	57,639	25	11	45,440								103,117	320,035	32%
various	PEG PROJECTS	40	16,717	6,992	25	16,610	6,430								46,774	100,000	47%
various	DCDF	82	2,693	1,643	5,325	2,638	789								13,089	36,000	36%
various	NEIGHBORHOOD IMPROVEMENTS	83	1	1	10	5	16								33	-	-
various	URBAN REVITALIZATION	84	-	-	-	-	-								-	777,000	0%
various	USEPA GRANT FUND	85	-	-	700	132	-								832	200,000	0%
various	RECYCLING	88	52,067	66,765	58,173	56,327	57,626								290,957	709,284	41%
Sub Total			150,693	204,195	153,526	143,405	208,992	-	-	-	-	-	-	-	860,811	5,375,719	16%
Redevelopment & TIF																	
various	OLDE TOWNE TIF	19	0	0	0	0	0								0	968,000	0%
various	SE PLAZA TIF	20	9,009	9,006	7,391	9,009	9,034								43,450	405,000	11%
various	WABASH CROSSING TIF	21	1	0	1	0	1								3	200,000	0%
various	EASTGATE TIF	23	17,777	16,701	17,192	17,161	17,256								86,087	278,300	31%
various	SOUTHSIDE TIF	24	0	0	3	1	4								9	23,000	0%
various	PINES SHOPPING CENTER TIF	28	3,051	3,051	1,712	3,050	3,052								13,916	109,400	13%
various	GRAND & OAKLAND TIF	29	5,001	5,001	5,848	5,001	5,003								25,853	170,500	15%
Sub Total			34,839	33,760	32,147	34,223	34,351	-	-	-	-	-	-	-	169,318	2,154,200	8%
Public Safety																	
various	DRUG ENFORCEMENT	25	1,468	158,389	10,509	15,733	6,882								192,982	242,300	80%
various	DUI COURT FINES	26	7,362	410	20,228	11,876	7,186								47,062	118,900	40%
various	POLICE PROGRAMS/LAB	27	641	661	6	220	930								2,457	15,010	16%
various	FIRE EMERGENCY GRANT	32	-	-	40,913	3	1								40,917	100,000	41%
various	POLICE CAPITAL	33	4	13,324	355,805	5,678	3,565								378,376	394,700	96%
various	JUSTICE ADMIN GRANT	39	-	-	-	-	-								-	30,500	0%
various	FIRE CAPITAL	49	0	220,002	26,987	15	20,293								267,298	515,000	52%
Sub Total			9,476	392,786	454,448	33,526	38,856	-	-	-	-	-	-	-	929,092	1,416,410	66%

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

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Period Ending: May, 2016

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Debt Service																	
various	DEBT SERVICE	50	537,471	537,443	303,173	10,997	(1,104,528)								284,556	10,595,074	3%
Public Works & Capital																	
various	LOCAL STREETS	42	-	-	-	1,614	151,164								152,778	1,500,000	10%
various	2010 PROJECT FUND	43	6	6	5	5	6								28	-	-
various	CAPITAL STREET PROJECTS	45	2	72,736	19	5	17								72,779	-	-
various	MFT PROJECTS	46	190,161	165,965	174,015	145,525	183,332								858,998	2,201,739	39%
various	MAJOR MOVES	47	1	1	30,013	50,008	34								80,058	2,072,913	4%
various	FLEET MAINTENANCE	60	237,745	200,188	199,981	200,947	208,295								1,047,156	2,771,393	38%
various	EQUIPMENT REPLACEMENT	61	6	(11)	73	(513)	116								(329)	-	-
various	STORMWATER PROJECTS	78	115,736	124,423	125,222	163,829	150,258								679,468	1,864,400	36%
various	SEWER PROJECTS	79	385,087	393,288	379,087	357,677	370,077								1,885,216	11,062,900	17%
Sub Total			928,743	956,597	908,416	919,099	1,063,296	-	-	-	-	-	-	-	4,776,152	21,473,345	22%
Management Services																	
various	MASS TRANSIT	70	2,269,028	44,268	77,196	36,499	52,779								2,479,769	9,804,544	25%
Sub Total			2,269,028	44,268	77,196	36,499	52,779	-	-	-	-	-	-	-	2,479,769	9,804,544	25%
Library																	
various	LIBRARY OPERATIONS	35	73,318	29,950	55,562	91,436	76,374								326,640	3,572,640	9%
various	LIBRARY CAPITAL	58	2	3	23	10	35								74	50,000	0%
various	LIBRARY TRUST FUNDS	59	354	205	4,282	19	200								5,060	10,000	51%
Sub Total			73,675	30,157	59,867	91,466	76,609	-	-	-	-	-	-	-	331,774	3,632,640	9%
Other Miscellaneous																	
various	BUILDING FUND	34	-	-	-	-	49,455								49,455	3,296,000	2%
various	BAND	36	513	513	1,253	515	1,368								4,163	94,856	4%
various	RISK MANAGEMENT	64	173,054	173,057	173,470	173,212	173,688								866,482	2,083,823	42%
various	EMPLOYEE BENEFIT	65	837,399	839,413	833,511	854,175	810,030								4,174,529	10,789,525	39%
Sub Total			1,010,966	1,012,984	1,008,234	1,027,902	1,034,542	-	-	-	-	-	-	-	5,094,629	16,264,204	31%
Water Utility & Capital																	
various	WATER	80	2,108,608	2,232,062	2,300,805	2,225,094	5,434,416								14,300,986	27,818,904	51%
various	WATER CAPITAL	81	18	49	1,000,280	211	401								1,000,959	2,593,792	39%
various	WATER BOND FUND	89	2,692	12,030	84	60	5,094								19,959	4,325	461%
Sub Total			2,111,318	2,244,140	3,301,169	2,225,365	5,439,911	-	-	-	-	-	-	-	15,321,904	30,417,021	50%
Fudiciary Trust & Agency																	
various	FIRE PENSION	90	235,221	346,175	343,461	296,504	957,062								2,178,423	8,228,362	26%
various	POLICE PENSION	91	242,953	236,322	483,078	552,792	324,330								1,839,475	8,168,535	23%
Sub Total			478,174	582,497	826,539	849,297	1,281,391	-	-	-	-	-	-	-	4,017,898	16,396,897	25%
Grand Total Revenues			12,574,960	9,667,492	12,249,823	10,204,181	12,664,356	-	-	-	-	-	-	-	57,360,811	184,280,054	31%

City of Decatur, Macon County
Property Tax Levy
City and TIF Districts
Billed Tax Amounts

Net Assessed Value \$: 827,227,091
City Tax Rate: 1.63498%

Assessed Value Year 2015
Pay Year 2016
In process

note	Tax Levy Item	Fund	Net Assessed Value certified	input	input	input	Billed \$ Amount certified
				Tax Rate certified	Tax Levy \$ Amount ordinance	Extension \$ Amount certified	
	General Obligation Bond Debt	50	827,227,091	0.27019%	2,235,037.00	2,235,084.92	2,235,084.92
	General Purpose	10	827,227,091	0.04954%	409,765.00	409,808.30	409,808.30
	Fire Pension	10	827,227,091	0.53069%	4,390,000.00	4,390,011.53	4,390,011.53
	Police Pension	10	827,227,091	0.43217%	3,575,000.00	3,575,027.38	3,575,027.38
	City Library	35	827,227,091	0.34453%	2,850,000.00	2,850,045.55	2,850,045.55
	Municipal Band	36	827,227,091	0.00786%	65,000.00	65,020.05	65,020.05
	Mass Transit						
	Bonds Public Building						
1	Total City		827,227,091	1.63498%	13,524,802.00	13,524,997.73	13,524,997.73
			ok	ok	ok	ok	ok
						1.63498	
	TIF District (tax code district)		input	input	AV Increment \$ Amount	input	Billed \$ Amount certified
			AV Increment Value certified	Tax Rate certified		Extension \$ Amount certified	
	ZTF3 Pines TIF (4062)	28	682,216	10.22134%	69,731.62	69,731.67	69,731.67
	ZTF4 SE Plaza TIF (9542)	20	3,303,540	9.44563%	312,040.17	312,040.26	312,040.26
	ZTF5 Olde Towne TIF (4555)	19	9,651,447	10.22134%	986,507.21	986,510.90	986,510.90
	ZTF6 Near North TIF (4455)	21	2,078,245	10.22134%	212,424.49	212,425.55	212,425.55
	ZTF8 Eastgate TIF (9543)	23	936,597	9.72765%	91,108.88	91,108.89	91,108.89
	ZTF0 Grand & Oakland (xxxx)	29	1,209,322.00	10.22134%	123,608.91	123,609.03	123,609.03
	ZTFA SS Redevelopment (xxxx)	24	247,030.00	9.97281%	24,635.83	24,635.85	24,635.85
2	Redevelopment TIF		18,108,397		1,820,057.11	1,820,062.15	1,820,062.15
			ok			ok	ok
	Total Property Tax Levy				15,344,859.11	15,345,059.88	15,345,059.88

Note(s)

- 1 Data per City of Decatur 2015 Tax Levy - certification and extension dated May 3, 2016 received by City May 11, 2016
- 2 Data per Macon County - AV increment, Tax Rates, certification and extension dated May 03, 2016 received by City May 11, 2016

Prepared By:
Office of the City Treasurer

City of Decatur, Macon County
Property Tax Levy
City and TIF Districts
Tax Collections

Assessed Value Year
Pay Year
2015
2016
In process

Tax Levy Item	Fund	Billed \$ Amount	98.0% Collection Rate	Expected Collection \$ Amount	input	input	input	Total Distribution	Expected Account Receivable \$ Amount
					Distribution 1 xx/xx/2016	Distribution 2 xx/xx/2016	Distribution 3 xx/xx/2016		
General Obligation Bond Debt	50	2,235,084.92	98.0%	2,190,383.00				-	2,190,383.00
IMRF		409,808.30	98.0%	401,612.00				-	401,612.00
Fire Pension	10	4,390,011.53	98.0%	4,302,211.00				-	4,302,211.00
Police Pension	10	3,575,027.38	98.0%	3,503,527.00				-	3,503,527.00
City Library	35	2,850,045.55	98.0%	2,793,045.00				-	2,793,045.00
Municipal Band	36	65,020.05	98.0%	63,720.00				-	63,720.00
Mass Transit		-						-	0
Public Building Bonds		-						-	0
Total City		13,524,997.73		13,254,498.00	-	-	-	-	13,254,498.00
City Collection Rate:									0.0%
ZTF3 Pines TIF (4062)	28	69,731.67	98.0%	68,337.00				-	68,337.00
ZTF4 SE Plaza TIF (9542)	20	312,040.26	98.0%	305,799.00				-	305,799.00
ZTF5 Olde Towne TIF (4555)	19	986,510.90	98.0%	966,781.00				-	966,781.00
ZTF6 Near North TIF (4455)	21	212,425.55	98.0%	208,177.00				-	208,177.00
ZTF8 Eastgate TIF (9543)	23	91,108.89	98.0%	89,287.00				-	89,287.00
ZTF0 Grand & Oakland (xxxx)	xx	123,609.03	98.0%	121,137.00				-	121,137.00
ZTFA SS Redevelopment (xxxx)	xx	24,635.85	98.0%	24,143.00				-	24,143.00
Redevelopment TIF		1,820,062.15		1,783,661.00	-	-	-	-	1,783,661.00
City Collection Rate:									0.0%
Total Property Tax Levy		15,345,059.88		15,038,159.00	-	-	-	-	15,038,159.00
City Collection Rate:									0.0%

Note(s)

- 1 Payment received 06/xx/2016 from Macon County Treasurer with check distribution / checks xxxxx
- 2 Payment received 09/xx/2016 from Macon County Treasurer with check distribution / checks xxxxx
- 3 Payment received 12/xx/2016 from Macon County Treasurer with check distribution / checks xxxxx

Footnote (Not a part of City Tax Levy)

Decatur Road & Bridge Tax Distribution	10-0831-301102
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input	input	input	Total Distribution
Distribution 1 xx/xx/2016	Distribution 2 xx/xx/2016	Distribution 3 xx/xx/2016	

Total County Distribution to Civil City	-	-	-	-
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Footnote (Not a part of City Tax Levy)

Decatur Mobile Home Privilege Tax Distribution	10-0231-301106
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Distribution to City including TIF & Mobile Home	-	-	-	-
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test s/b "0"

General Obligation Bond Debt	50-43500-301103	ZTF3 Pines TIF (4062)	28-43281-301103
General Purpose	10-0231-301103	ZTF4 SE Plaza TIF (9542)	20-43200-301103
Fire Pension	10-0231-301103	ZTF5 Olde Towne TIF (4555)	19-45190-301103
Police Pension	10-0231-301103	ZTF6 Near North TIF (4455)	21-43210-301103
City Library	35-59350-301103	ZTF8 Eastgate TIF (9543)	23-43230-301103
Municipal Band	36-43360-301103	ZTF0 Grand & Oakland (xxxx)	29-43291-301103
		ZTFA SS Redevelopment (xxxx)	24-43241-301103

Prepared By:
Office of the City Treasurer

City of Decatur
City Treasurer's Financial Report
Grant Tracking Schedule

Period Ending: May, 2016

Grant ID	Div	Grant Name	State	Federal	In Budget	Status	Grant Amount
22	016 Human Resources	ILLINOIS COOPERATIVE WORK-STUDY GRANT PROGRAM	X		N	ACTIVE	4,000-7,000
1	050 Planning & Sustainability	702202 ITEP DECATUR CORRIDOR MONUMENT		X	Y	ACTIVE	1,000,000
10	050 Planning & Sustainability	APP-50879 ABANDONED RESIDENTIAL PROPERTY MUNICIPALITY RELEIF PROGRAM	X		Y	ACTIVE	75,000
19	050 Planning & Sustainability	SPR-PL-3000(55) 3-C TRANSPORTATION PLANNING ACTIVITIES (DUATS PL)		X	Y	ACTIVE	265,100
20	050 Planning & Sustainability	IL-80-0012 TECHNICAL STUDIES GRANT (DUATS FTA)		X	Y	ACTIVE	39,192
Pending	050 Planning & Sustainability	PENDING BROWNFIELDS ASSESSMENT GRANT		X	N	APPLIED	400,000
C2015	054 Neighborhood Outreach	B-15-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,241,326
H2015	054 Neighborhood Outreach	M-15-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	269,693
21	065 Police	1121-0235 - 2015 BULLETPROOF VEST PARTNERSHIP (BVP)		X	Y	ACTIVE	11,419
23	065 Police	AP-16-0133 STEP		X	Y	ACTIVE	58,329
J2014	065 Police	2014-DJ-BX-0074 JUSTICE ASSISTANCE GRANT		X	Y	ACTIVE	37,653
J2015	065 Police	2015-DJ-BX-0067 JUSTICE ASSISTANCE GRANT		X	Y	ACTIVE	30,499
Pending	065 Police	PENDING BODY WORN CAMERA IMPLEMENTATION PROGRAM		X	N	APPLIED	121,110
24	070 Fire	EMW-2014-FO-04630 ASSISTANCT TO FIREFIGHTERS GRANT		X	Y	ACTIVE	40,910
0323	082 Public Works	L17-2552 ARRA PUBLIC WATER SUPPLY LOAN		X	Y	ACTIVE	9,805,524
0905	082 Public Works	95687 SOUTH SHORES BRIDGE		X	Y	ACTIVE	1,325,000
09331	082 Public Works	P-97-072-10 ILLINIOS JOBS NOW; BRUSH COLLEGE SUBWAY IMPROVEMENTS	X		Y	ACTIVE	1,465,557
1025	082 Public Works	729012 ITEP DOWNTOWN STREETSCAPE FRANKLIN ST		X	Y	ACTIVE	1,900,000
1222	082 Public Works	NELSON PARK BIORETENTION PROJECT	X		N	PENDING	575,000
1307	082 Public Works	L17-5280 IEPA UNION STREET SEWER		X	Y	ACTIVE	2,534,034
1406	082 Public Works	15-203002 IL DCEO (MIDWEST INLAND PORT TRANSPORTATION STUDY)	X		N	ON HOLD	250,000
14061	082 Public Works	SPR-PL3000(52) MIDWEST INLAND PORT (MIP) TRANSPORTATION STUDY		X	N	ON HOLD	180,000
16	350 Library	16-3028-PNG PROJECT NEXT GENERATION		X	Y	ACTIVE	8,464
L2016	350 Library	FY2016 IL PUBLIC LIBRARY PER CAPITA GRANT	X		Y	PENDING	
F16	700 Mass Transit	IL-90-PENDING-00 FY-16 OPERATING ASSISTANCE		X	Y	PENDING	1,831,801
S16	700 Mass Transit	OP-16-08-IL #4654 FY-2016 DOWNSTATE OPERATING ASSISTANCE GRANT	X		Y	ACTIVE	8,307,300
SC14	700 Mass Transit	CAP-14-1034-ILL #4464 CAPITAL GRANT	X		Y	ACTIVE	3,190,000

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

May, 2016

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3.00 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																		
010	LEGISLATIVE	10	2,592	10,151	2,581	2,581	2,583								20,488	45,520	45,520	45%
015	EXECUTIVE	10	49,561	50,448	53,703	53,017	47,550								254,279	608,028	608,028	42%
016	HUMAN RESOURCES	10	26,861	29,445	30,479	29,638	29,589								146,012	397,491	397,491	37%
017	MANAGEMENT INFO SYSTEMS	10	79,178	105,168	97,848	254,276	145,831								682,301	1,874,063	1,874,063	36%
018	CITY CLERK	10	14,649	15,312	15,433	14,161	14,060								73,614	189,784	189,784	39%
020	LEGAL	10	72,616	76,765	76,066	87,792	64,702								377,940	998,860	998,860	38%
035	FINANCE	10	87,412	85,599	127,761	123,842	115,971								540,586	1,250,768	1,279,238	42%
036	WATER CUSTOMER SERVICE	10	61,857	67,337	72,983	68,531	72,540								343,247	949,351	924,351	37%
037	PURCHASING	10	19,554	16,435	16,291	16,641	16,456								85,378	226,661	226,661	38%
038	CIVIC CENTER	10	11,251	6,068	22,063	13,320	15,326								68,028	144,384	144,384	47%
039	CITY GENERAL ADMINISTRATIVE	10	477,532	10,583	393,262	90,583	173,117								1,145,077	1,953,444	1,953,444	59%
Sub Total			903,064	473,312	908,469	754,381	697,724	-	-	-	-	-	-	-	3,736,950	8,638,354	8,641,824	43%
Development Services																		
050	PLANNING & SUSTAINABILITY	10	50,680	49,882	48,342	45,413	43,078								237,395	642,739	642,739	37%
052	BUILDING INSPECTIONS	10	46,308	45,246	54,816	48,243	46,896								241,511	602,061	602,061	40%
053	NEIGHBORHOOD INSPECTIONS	10	40,645	43,540	40,822	48,564	67,859								241,430	797,074	797,074	30%
054	NEIGHBORHOOD OUTREACH	10	25,574	24,565	25,000	25,180	24,912								125,230	358,185	358,185	35%
Sub Total			163,207	163,234	168,980	167,401	182,745	-	-	-	-	-	-	-	845,566	2,400,059	2,400,059	35%
Public Safety																		
060	EMERGENCY COMMUNICATIONS	10	200,285	176,056	250,584	168,945	174,311								970,180	2,508,343	2,508,343	39%
065	POLICE	10	1,565,060	1,586,818	1,618,497	1,491,721	1,529,336								7,791,432	23,989,077	24,185,340	32%
070	FIRE	10	1,013,986	1,198,064	977,026	1,043,886	1,196,877								5,429,839	18,164,008	18,164,008	30%
Sub Total			2,779,332	2,960,938	2,846,106	2,704,551	2,900,524	-	-	-	-	-	-	-	14,191,451	44,661,428	44,857,691	32%
Public Works																		
080	PUBLIC WORKS ADMIN	10	153,108	20,931	24,769	52,904	28,865								280,577	523,816	523,816	54%
082	ENGINEERING	10	80,007	74,492	74,728	74,667	77,027								380,920	1,148,425	1,148,425	33%
083	MUNICIPAL SERVICES	10	317,510	312,437	298,294	286,253	326,679								1,541,174	4,513,618	4,371,174	35%
084	STREETS	10	87,887	77,949	84,083	101,217	95,057								446,192	1,256,428	1,256,428	36%
086	TRAFFIC & PARKING	10	146,352	169,878	157,529	152,392	189,367								815,517	1,857,139	1,799,850	45%
088	URBAN FORESTRY	10	24,306	40,021	25,768	24,178	31,472								145,744	500,733	500,733	29%
Sub Total			809,170	695,708	665,171	691,610	748,465	-	-	-	-	-	-	-	3,610,125	9,800,159	9,600,426	38%
General Fund Expenditure Total			4,654,773	4,293,191	4,588,726	4,317,943	4,529,458	-	-	-	-	-	-	-	22,384,091	65,500,000	65,500,000	34%
Development Services																		
120	PLANNING	12	75,030	3,232	3,805	12,289	11,185								105,542	767,000	767,000	14%
170	HOME PROGRAM	17	2,441	3,492	6,814	7,475	5,464								25,687	307,616	307,616	8%
171	PROGRAM DELIVERY COSTS	17	-	-	-	-	26,810								26,810	599,484	599,484	4%
181	PROJECTS	18	23,437	8,870	23,873	16,372	8,870								81,422	756,304	756,304	11%
183	REHAB PROJECTS	18	22,898	5,596	11,097	6,434	6,068								52,093	581,164	581,164	9%
184	ADMINISTRATION	18	26,453	7,480	23,699	12,695	4,901								75,228	331,832	331,832	23%
220	DUATS	22	222	604	770	-	4,952								6,547	320,035	320,035	2%
400	PEG PROJECTS	40	-	73	909	32	10,392								11,405	150,000	150,000	8%
820	DCDF	82	1,086	2,770	1,044	10	7,633								12,544	120,320	120,320	10%
830	NEIGHBORHOOD IMPROVEMENTS	83	-	168	-	26	1,314								1,509	65,000	65,000	2%
840	URBAN REVITALIZATION	84	-	-	-	-	-								-	777,000	777,000	0%
850	MISCELLANEOUS GRANTS	85	-	-	-	-	-								-	222,310	222,310	0%
854	USEPA HAZARDOUS SUBSTANCES	85	-	-	-	132	-								132	-	-	-
855	USEPA PETROLEUM PRODUCTS	85	-	-	-	-	-								-	-	-	-
880	RECYCLING	88	47,723	49,083	47,770	48,398	48,661								241,635	671,545	671,545	36%
Sub Total			199,290	81,368	119,783	103,863	136,251	-	-	-	-	-	-	-	640,555	5,669,610	5,669,610	11%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

May, 2016

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3.00 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Redevelopment & TIF																		
190	OLDE TOWNE TIF	19	-	-	-	-	-	-	-	-	-	-	-	-	-	957,697	957,697	0%
200	SE PLAZA TIF	20	-	464,055	-	-	-	-	-	-	-	-	-	-	464,055	405,000	405,000	115%
210	WABASH CROSSING TIF	21	-	34,593	-	-	-	-	-	-	-	-	-	-	34,593	75,000	75,000	46%
230	EASTGATE TIF	23	-	-	68,976	-	-	-	-	-	-	-	-	-	68,976	278,300	278,300	25%
281	PINES SHOPPING CENTER TIF	28	-	-	59,815	-	-	-	-	-	-	-	-	-	59,815	109,400	109,400	55%
291	GRAND & OAKLAND TIF	29	-	-	58,407	-	-	-	-	-	-	-	-	-	58,407	60,000	60,000	97%
Sub Total			-	498,648	187,199	-	-	-	-	-	-	-	-	-	685,847	1,885,397	1,885,397	36%
Public Safety																		
250	DRUG ENFORCEMENT	25	23,909	24,983	48,466	45,415	18,389	-	-	-	-	-	-	-	161,162	477,392	477,392	34%
260	DUI COURT FINES	26	22,441	741	7,173	11,527	5,939	-	-	-	-	-	-	-	47,822	132,500	132,500	36%
270	POLICE PROGRAMS/LAB	27	-	488	468	175	-	-	-	-	-	-	-	-	1,131	34,700	34,700	3%
320	FIRE EMERGENCY GRANT	32	-	-	-	-	-	-	-	-	-	-	-	-	-	100,000	100,000	0%
330	POLICE CAPITAL	33	-	-	-	83,624	38,327	-	-	-	-	-	-	-	121,951	650,638	650,638	19%
399	JUSTICE ADMIN GRANT - 2015	39	-	-	-	-	-	-	-	-	-	-	-	-	-	30,500	30,500	0%
490	FIRE CAPITAL	49	-	27,130	22,028	-	68,762	-	-	-	-	-	-	-	117,920	541,629	541,629	22%
Sub Total			46,350	53,343	78,136	140,741	131,417	-	-	-	-	-	-	-	449,986	1,967,359	1,967,359	23%
Debt Service																		
503	DS-2014 GO BOND	50	-	1,354,744	-	-	(225,819)	-	-	-	-	-	-	-	1,128,925	1,862,338	1,862,338	61%
505	DS-2015 GO BOND	50	-	1,263,023	-	-	(413,023)	-	-	-	-	-	-	-	850,000	1,729,885	1,729,885	49%
512	DS-2002 BOND-WABASH CROSSNG	50	-	-	40,427	-	-	-	-	-	-	-	-	-	40,427	260,855	260,855	15%
514	DS-2008 GO BONDS	50	750	-	-	-	(750)	-	-	-	-	-	-	-	-	1,174,563	1,174,563	0%
516	DS-2010A BOND	50	-	-	-	-	-	-	-	-	-	-	-	-	-	620,608	620,608	0%
517	DS-2010B BOND	50	-	-	-	-	-	-	-	-	-	-	-	-	-	2,460,868	2,460,868	0%
518	DS-2010C BOND	50	-	-	-	-	-	-	-	-	-	-	-	-	-	278,200	278,200	0%
519	DS-2010D BOND	50	-	-	-	-	-	-	-	-	-	-	-	-	-	262,200	262,200	0%
521	DS-2012 GO BOND	50	-	679,276	-	-	-	-	-	-	-	-	-	-	679,276	747,106	747,106	91%
522	DS-2013 GO BOND	50	-	1,527,150	350	-	(254,875)	-	-	-	-	-	-	-	1,272,625	1,831,600	1,831,600	69%
Sub Total			750	4,824,192	40,777	-	(894,466)	-	-	-	-	-	-	-	3,971,253	11,228,223	11,228,223	35%
Public Works & Capital																		
420	LOCAL STREETS	42	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500,000	1,500,000	0%
430	2010 PROJECT FUND	43	695	750	4,629	750	12,886	-	-	-	-	-	-	-	19,711	388,100	388,100	5%
451	CAPITAL STREET PROJECTS	45	-	-	107,298	-	-	-	-	-	-	-	-	-	107,298	105,500	105,500	102%
460	MFT PROJECTS	46	(8,093)	64,993	128,234	16,540	31,234	-	-	-	-	-	-	-	232,909	3,320,313	3,320,313	7%
470	MAJOR MOVES	47	-	5,000	5,000	5,000	5,000	-	-	-	-	-	-	-	20,000	991,435	991,435	2%
601	FLEET OPERATIONS	60	90,780	126,986	109,006	112,927	169,554	-	-	-	-	-	-	-	609,253	1,598,558	1,598,558	38%
602	FLEET INVENTORY	60	23,204	35,213	98,539	50,110	71,618	-	-	-	-	-	-	-	278,684	1,158,589	1,158,589	24%
603	FLEET CAPITAL	60	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
610	EQUIPMENT REPLACEMENT	61	-	-	-	-	-	-	-	-	-	-	-	-	-	270,000	270,000	0%
780	STORM WATER PROJECTS	78	122,184	56,096	63,461	96,009	156,036	-	-	-	-	-	-	-	493,785	1,508,681	1,508,681	33%
790	SEWER PROJECTS	79	274,406	296,682	184,660	290,376	314,160	-	-	-	-	-	-	-	1,360,284	10,043,316	10,043,316	14%
792	SEWER DEBT SERVICE-2013 IEPA	79	-	-	-	229,213	-	-	-	-	-	-	-	-	229,213	458,426	458,426	50%
793	SEWER DEBT SERVICE-2014 IEPA	79	54,416	-	-	-	-	-	-	-	-	-	-	-	54,416	77,142	77,142	71%
Sub Total			557,593	585,719	700,827	800,925	760,488	-	-	-	-	-	-	-	3,405,552	21,420,060	21,420,060	16%
Management Services																		
701	MT-OPERATIONS	70	110,787	108,110	119,739	81,260	84,205	-	-	-	-	-	-	-	504,101	886,870	886,870	57%
702	MT-MAINTENANCE	70	99,225	95,050	124,859	112,916	134,408	-	-	-	-	-	-	-	566,459	1,229,244	1,229,244	46%
703	MT-TRANSPORTATION	70	193,886	296,329	227,947	347,607	493,406	-	-	-	-	-	-	-	1,559,175	4,442,971	4,442,971	35%
704	MT-INSURANCE	70	19,367	16,158	72,917	(5,150)	63,104	-	-	-	-	-	-	-	166,396	226,576	226,576	73%
705	MT-CAPITAL	70	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000,000	3,000,000	0%
Sub Total			423,266	515,648	545,462	536,634	775,123	-	-	-	-	-	-	-	2,796,131	9,785,661	9,785,661	29%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

May, 2016

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3.00 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Library																		
351	LIBRARY OPERATIONS	35	218,459	268,281	265,761	271,570	299,979								1,324,050	3,559,220	3,559,220	37%
353	LIBRARY ANNEX	35	397	428	408	382	369								1,984	6,000	6,000	33%
582	LIBRARY CAPITAL PROJECTS	58	-	-	-	-	-								-	-	-	-
591	DPL-CANTONI TRUST	59	-	-	-	-	-								-	45,000	45,000	0%
592	DPL-MEYER TRUST	59	-	-	-	70	308								378	125,000	125,000	0%
594	DPL-DONATIONS	59	-	1,679	225	479	2,681								5,064	29,500	29,500	17%
Sub Total			218,855	270,388	266,393	272,501	303,337	-	-	-	-	-	-	-	1,331,476	3,764,720	3,764,720	35%
Other Miscellaneous																		
340	BUILDING FUND	34	-	-	-	5,028	1,748								6,776	3,291,800	3,291,800	0%
360	BAND	36	427	92	92	2,093	3,974								6,677	94,856	94,856	7%
641	RISK MANAGEMENT	64	26,141	23,525	26,339	30,767	19,294								126,066	342,493	342,493	37%
642	WORKER'S COMPENSATION	64	135,071	161,873	124,679	191,933	168,859								782,415	2,002,273	2,002,273	39%
643	LIABILITY PROPERTY & CASUALTY	64	5,501	(6,813)	(4,483)	133,567	10,468								138,240	681,723	681,723	20%
651	MEDICAL INSURANCE	65	998,537	721,503	830,546	950,773	709,023								4,210,382	10,110,773	10,110,773	42%
653	UNEMPLOYMENT INSURANCE	65	-	10,707	-	-	4,006								14,713	30,611	30,611	48%
Sub Total			1,165,676	910,888	977,174	1,314,161	917,372	-	-	-	-	-	-	-	5,285,270	16,554,529	16,554,529	32%
Water Utility & Capital																		
801	WATER PRODUCTION	80	208,345	433,562	336,303	390,753	369,643								1,738,607	5,385,674	5,385,674	32%
802	WATER LAKE SERVICES	80	43,733	71,183	137,482	89,600	109,208								451,206	1,093,724	1,093,724	41%
803	WATER ADMINISTRATION	80	183,928	299,152	284,195	283,597	286,173								1,337,044	5,069,699	5,069,699	26%
804	WATER SERVICES	80	238,110	272,884	267,089	218,688	259,664								1,256,435	3,605,452	3,605,452	35%
808	WATER DEBT SERV-SWTP	80	526,439	526,439	292,156	-	2,800,982								4,146,016	6,791,410	6,791,410	61%
809	WATER DEBT-NITRATE FACILITY	80	-	-	-	-	242,179								242,179	484,358	484,358	50%
80B	WATER DEBT-MAIN&FRANK TANK	80	180,840	-	-	-	-								180,840	361,681	361,681	50%
80C	WATER DEBT-ENERGY PROJECT	80	-	305,000	500	-	265,716								571,216	1,205,000	1,205,000	47%
811	WATER NON LAKE CAPITAL	81	84,753	61,435	1,600	37,413	66,110								251,311	3,833,000	3,833,000	7%
812	WATER LAKE CAPITAL	81	-	6,208	182,186	30,811	16,255								235,461	398,935	398,935	59%
890	WATER BONDS	89	18,654	583,314	12,075	481,510	17,587								1,113,140	18,899,615	18,899,615	6%
Sub Total			1,484,802	2,559,178	1,513,587	1,532,372	4,433,517	-	-	-	-	-	-	-	11,523,456	47,128,548	47,128,548	24%
Fudiciary Trust & Agency																		
900	FIRE PENSION	90	612,638	630,589	605,615	613,985	633,641								3,096,467	7,715,532	7,715,532	40%
910	POLICE PENSION	91	602,835	670,626	608,193	609,649	618,442								3,109,745	7,629,343	7,629,343	41%
Sub Total			1,215,473	1,301,215	1,213,808	1,223,634	1,252,083	-	-	-	-	-	-	-	6,206,212	15,344,875	15,344,875	40%
Grand Total Expenditures			9,966,828	15,893,778	10,231,871	10,242,773	12,344,579	-	-	-	-	-	-	-	58,679,829	200,248,982	200,248,982	29%

City of Decatur
Water Utility Financial Report
Operating Fund Statement of Revenue and Expense

Month of: **May, 2016**

US\$ (whole)	Current Month Actual	Current Month Budget	O(U) Budget	Prior Year Actual	O(U) Prior Year
Revenue					
Water Sales	2,196,961	2,221,808	(24,847)	1,777,447	419,514
Tapping Fees	-	2,000	(2,000)	-	-
Transfer from Other funds	3,231,907	19,643	3,212,264	19,245	3,212,662
Interest Income	2,727	150	2,577	125	2,602
Other Income	2,822	12,500	(9,678)	35,930	(33,108)
Total Revenue	5,434,417	2,256,101	3,178,316	1,832,747	3,601,670
Cost of Service					
Water Production	369,643	378,769	(9,126)	343,904	25,739
Water Services	259,664	288,627	(28,963)	258,656	1,008
Total Cost of Service	629,307	667,396	(38,089)	602,560	26,747
% of Revenue	11.6%	29.6%		32.9%	
Water Gross Margin	4,805,110	1,588,705	3,216,405	1,230,187	3,574,923
% of Revenue	88.4%	70.4%		67.1%	
Operating Expense					
Lake Management	109,208	55,978	53,230	52,150	57,058
Water Administration	286,173	287,090	(917)	254,199	31,974
Total Operating Expense	395,381	343,068	52,313	306,349	89,032
% of Revenue	7.3%	15.2%		16.7%	
Margin Before Debt Service	4,409,729	1,245,637	3,164,092	923,838	3,485,891
% of Revenue	81.1%	55.2%		50.4%	
Debt Service					
GO Bond Debt	2,800,980	292,156	2,508,824	325,641	2,475,339
IEPA - Nitrate Facility	242,179	242,179	-	-	242,179
IEPA - Water Tower	-	-	-	-	-
JCI - Auto Water Meter	265,716	305,000	(39,284)	296,750	(31,034)
Total Debt Service	3,308,875	839,335	2,469,540	622,391	2,686,484
% of Revenue	60.9%	37.2%		34.0%	
Transfer to Capital					
CapEx Funding	-	-	-	-	-
Operating Income	1,100,854	406,302	694,552	301,447	799,407
% of Revenue	20.3%	18.0%		16.4%	

Balance Sheet Items (Operating Fund)				
Cash	12,348,787		4,660,790	
Interfund AR	100,000		200,000	
Investments	-		-	
Total Cash & Investments	12,448,787		4,860,790	
Accounts Receivable	2,340,822		2,017,033	

Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
11,001,454	11,257,527	(256,073)	9,006,022	1,995,432
2,942	10,000	(7,058)	2,339	603
3,251,550	39,286	3,212,264	38,490	3,213,060
5,175	750	4,425	521	4,654
39,866	62,500	(22,634)	107,187	(67,321)
14,300,987	11,370,063	2,930,924	9,154,559	5,146,428
1,738,606	1,877,526	(138,920)	1,758,400	(19,794)
1,256,435	1,443,136	(186,701)	1,253,868	2,567
2,995,041	3,320,662	(325,621)	3,012,268	(17,227)
20.9%	29.2%		32.9%	
11,305,946	8,049,401	3,256,545	6,142,291	5,163,655
79.1%	70.8%		67.1%	
451,206	313,105	138,101	292,058	159,148
1,337,045	1,435,452	(98,407)	1,295,935	41,110
1,788,251	1,748,557	39,694	1,587,993	200,258
12.5%	15.4%		17.3%	
9,517,695	6,300,844	3,216,851	4,554,298	4,963,397
66.6%	55.4%		49.7%	
4,146,014	1,929,346	2,216,668	2,061,285	2,084,729
242,179	242,179	-	-	242,179
180,840	180,840	-	180,840	-
571,216	610,000	(38,784)	594,000	(22,784)
5,140,249	2,962,365	2,177,884	2,836,125	2,304,124
35.9%	26.1%		31.0%	
-	-	-	-	-
4,377,446	3,338,479	1,038,967	1,718,173	2,659,273
30.6%	29.4%		18.8%	

Comments

Receivable from Recycling Fund

Prepared By: Office of the City Treasurer

City of Decatur
Water Utility Financial Report
Capital Fund Statement of Revenue and Expense

Month of: **May, 2016**

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget
Revenue					
CapEx Funding	-	-	-	-	1,591,812
ADM Cost Share	-	1,000,000	-	1,000,000	1,000,000
IEPA Loan draw down	-	-	-	-	-
Other	401	959	825	134	1,980
Total Revenue	401	1,000,959	825	1,000,134	2,593,792

Comments

CapEx funding from Water Operating Fund
Actual ADM cost share

CapEx Project Spending					
Operating CapEx	-	-	20,833	(20,833)	50,000
Professional Services	-	-	253,285	(253,285)	266,000
Capital Equipment	-	-	-	-	-
JCI Water Meter project	-	-	1,168,697	(1,168,697)	-
Water Distribution	-	1,600	-	1,600	37,000
Pump Stations	-	-	-	-	600,000
Water Main Replacement	31,993	144,677	4,320	140,357	1,200,000
SWTP CapEx	34,117	105,035	700,000	(594,965)	1,680,000
Lake Operating	15,750	60,623	-	60,623	75,000
Other Equipment	-	73,800	-	-	-
Storm Water Improvement	-	100,533	-	100,533	113,935
EPA Non Source	-	-	-	-	25,000
Lakefront Development	506	506	150,000	(149,494)	150,000
Sediment Control	-	-	-	-	35,000
xxxx	-	-	-	-	-
xxxx	-	-	-	-	-
xxxx	-	-	-	-	-
Total CapEx Spending	82,366	486,774	2,297,135	(1,884,161)	4,231,935

Surplus (Deficit)	(81,965)	514,185	(2,296,310)	(1,638,143)
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Capital Fund Cash Position			
Cash at January 1, 2014	3,768,276		
Current Cash Position	2,829,546	Cash Position Target at December 31, 2015	2,154,179
included in cash above	1,169,757	JCI project cash in Regions escrow account	-

Prepared By: Office of the City Treasurer

City of Decatur
Water Utility Financial Report
Key Metrics

[home](#)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	YTD Comparison
Current Year														
Water Bill Count														
Original Bills														
Residential	25,748	24,591	31,267	24,320	26,843								132,769	
Industrial	33	33	33	33	33								165	
Commercial	2,621	2,468	2,959	2,502	2,707								13,257	
Total	28,402	27,092	34,259	26,855	29,583	-	-	-	-	-	-	-	146,191	99.4%
Delinquent Bills														
Residential	7,148	6,898	7,027	7,475	6,354								34,902	
Industrial	-	-	2	1	-								3	
Commercial	465	392	340	363	321								1,881	
Total	7,613	7,290	7,369	7,839	6,675	-	-	-	-	-	-	-	36,786	104.2%
Total Bill Count	36,015	34,382	41,628	34,694	36,258	-	-	-	-	-	-	-	182,977	100.4%
Cubit Feet Consumption Billed														
Residential	13,132,345	11,121,115	13,569,926	11,518,938	12,315,394								61,657,718	97.6%
Industrial	39,701,126	36,130,671	40,700,413	42,210,228	40,596,564								199,339,002	97.4%
Commercial	10,328,621	9,704,095	11,776,495	10,728,861	10,506,024								53,044,096	102.9%
Total	63,162,092	56,955,881	66,046,834	64,458,027	63,417,982	-	-	-	-	-	-	-	314,040,816	98.4%
Water Shut Offs														
	307	350	343	293	336								1,629	145.8%
Customer Service Telephone Calls	4,703	4,127	4,418	4,430	4,667								22,345	106.7%
Water Billed \$														
Residential	\$ 693,118	\$ 599,713	\$ 735,748	\$ 617,840	\$ 667,730								\$ 3,314,149	118.6%
Industrial	\$ 968,196	\$ 894,955	\$ 989,707	\$ 1,020,875	\$ 986,460								\$ 4,860,193	119.9%
Commercial	\$ 464,769	\$ 435,305	\$ 527,552	\$ 474,646	\$ 479,369								\$ 2,381,641	129.0%
Total	\$ 2,126,083	\$ 1,929,973	\$ 2,253,007	\$ 2,113,361	\$ 2,133,559	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,555,983	121.4%
Penalty \$	\$ 12,347	\$ 12,552	\$ 12,110	\$ 25,658	\$ 10,494								\$ 73,161	158.3%
Total Billed	\$ 2,138,430	\$ 1,942,525	\$ 2,265,117	\$ 2,139,019	\$ 2,144,053	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,629,144	121.6%
Water Gallonage														
Gallons (000)	243,450	227,780	256,330	254,690	271,880								1,254,130	97.6%
\$ Billed	\$ 72,061	\$ 67,423	\$ 75,874	\$ 75,388	\$ 80,476								\$ 371,222	96.6%
Water Billed vs Cash Receipts														
Billed \$	\$ 2,210,491	\$ 2,009,948	\$ 2,340,991	\$ 2,214,407	\$ 2,224,529	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,000,366	120.6%
Cash Revenue \$	\$ 2,104,679	\$ 2,210,328	\$ 2,267,954	\$ 2,221,532	\$ 2,196,961								\$ 11,001,454	122.2%
% Cash to Billed	95.2%	110.0%	96.9%	100.3%	98.8%	-	-	-	-	-	-	-	100.0%	
Prior Year														
Water Bill Count														
Original Bills														
Residential	25,537	26,418	29,872	24,586	27,189	28,348	27,309	25,025	27,326	28,502	23,993	29,163	323,268	
Industrial	33	33	33	33	33	33	33	33	33	33	33	33	396	
Commercial	2,622	2,666	2,819	2,502	2,661	2,818	2,679	2,599	2,703	2,729	2,507	2,834	32,139	
Total	28,192	29,117	32,724	27,121	29,883	31,199	30,021	27,657	30,062	31,264	26,533	32,030	355,803	
Delinquent Bills														
Residential	6,872	6,507	7,250	6,803	6,001	7,870	7,363	6,965	7,582	7,757	6,402	7,674	85,046	
Industrial	2	-	-	-	-	-	-	-	-	-	-	-	2	
Commercial	429	345	406	352	327	387	376	402	377	401	302	428	4,532	
Total	7,303	6,852	7,656	7,155	6,328	8,257	7,739	7,367	7,959	8,158	6,704	8,102	89,580	
Total Bill Count	35,495	35,969	40,380	34,276	36,211	39,456	37,760	35,024	38,021	39,422	33,237	40,132	445,383	
Cubit Feet Consumption Billed														
Residential	12,884,286	12,298,038	13,495,337	11,719,072	12,764,089	13,912,477	14,302,296	14,020,261	15,328,389	14,581,846	11,634,197	13,378,242	160,318,530	
Industrial	46,994,530	39,815,985	33,165,560	43,361,232	41,275,400	38,976,983	47,557,297	44,169,858	45,462,239	44,151,617	37,452,024	40,154,526	502,537,251	
Commercial	11,263,612	9,505,907	10,138,657	10,610,268	10,013,308	11,648,090	12,849,089	13,265,969	15,102,023	13,618,363	11,991,360	10,582,972	140,589,618	
Total	71,142,428	61,619,930	56,799,554	65,690,572	64,052,797	64,537,550	74,708,682	71,456,088	75,892,651	72,351,826	61,077,581	64,115,740	803,445,399	
Water Shut Offs														
	227	240	232	241	177	199	247	320	285	300	276	310	3,054	
Customer Service Tphone Calls	4,556	4,103	4,125	4,104	4,063	4,079	4,665	4,697	4,508	4,690	3,716	4,633	51,939	
Water Billed \$														
Residential	\$ 582,901	\$ 542,581	\$ 578,515	\$ 501,760	\$ 588,534	\$ 738,751	\$ 751,598	\$ 726,028	\$ 789,539	\$ 762,262	\$ 617,870	\$ 720,729	\$ 7,901,068	
Industrial	\$ 910,973	\$ 789,337	\$ 689,353	\$ 853,302	\$ 809,525	\$ 945,641	\$ 1,130,989	\$ 1,064,698	\$ 1,069,925	\$ 1,065,933	\$ 906,943	\$ 980,331	\$ 11,216,950	
Commercial	\$ 392,034	\$ 343,449	\$ 364,232	\$ 366,672	\$ 380,137	\$ 504,612	\$ 536,239	\$ 540,699	\$ 602,574	\$ 564,917	\$ 504,979	\$ 480,014	\$ 5,580,558	
Total	\$ 1,885,908	\$ 1,675,367	\$ 1,632,100	\$ 1,721,734	\$ 1,778,196	\$ 2,189,004	\$ 2,418,826	\$ 2,331,425	\$ 2,462,038	\$ 2,393,112	\$ 2,029,792	\$ 2,181,074	\$ 24,698,576	
Penalty \$	\$ 9,552	\$ 9,773	\$ 9,573	\$ 8,979	\$ 8,335	\$ 11,403	\$ 12,874	\$ 13,317	\$ 14,439	\$ 13,449	\$ 10,282	\$ 12,435	\$ 134,411	
Total Billed	\$ 1,895,459	\$ 1,685,140	\$ 1,641,673	\$ 1,730,713	\$ 1,786,531	\$ 2,200,407	\$ 2,431,700	\$ 2,344,742	\$ 2,476,477	\$ 2,406,561	\$ 2,040,074	\$ 2,193,509	\$ 24,832,986	
Water Gallonage														
Gallons (000)	245,850	230,470	256,570	268,360	284,300	228,570	294,720	300,870	304,789	274,480	260,710	203,760	3,153,449	
\$ Billed	\$ 73,509	\$ 68,911	\$ 76,714	\$ 80,240	\$ 85,006	\$ 68,342	\$ 88,121	\$ 89,960	\$ 91,132	\$ 82,070	\$ 77,584	\$ 60,313	\$ 941,902	
Water Billed vs Cash Receipts														
Billed \$	\$ 1,968,969	\$ 1,754,051	\$ 1,718,387	\$ 1,810,953	\$ 1,871,537	\$ 2,268,749	\$ 2,519,821	\$ 2,434,702	\$ 2,567,609	\$ 2,488,631	\$ 2,117,658	\$ 2,253,822	\$ 25,774,889	
Cash Revenue \$	\$ 1,884,792	\$ 1,809,958	\$ 1,728,841	\$ 1,804,985	\$ 1,777,447	\$ 2,173,545	\$ 2,467,269	\$ 2,470,164	\$ 2,536,896	\$ 2,530,030	\$ 1,179,895	\$ 2,751,681	\$ 25,115,500	
% Cash to Billed	95.7%	103.2%	100.6%	99.7%	95.0%	95.8%	97.9%	101.5%	98.8%	101.7%	55.7%	122.1%	97.4%	

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: May, 2016

	2016 Budget	Jan	Feb	Mar	Apr	May	2016 Staffing Levels							Prior Yr End
							Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staffing														
Executive	4	4	4	4	4	4								4
Legislative	0	0	0	0	0	0								0
Finance	22	21	21	21	21	21								21
Management Services	16	15	15	15	15	15								15
Corporation Counsel	8	8	7	7	7	7								8
Planning & Building Services	12	12	12	12	11	11								12
Neighborhood Services	9	8	8	8	8	8								8
Public Safety	304	303	301	302	300	296								303
Public Works	70	63	63	59	59	59								65
Water Management	46	45	45	45	45	45								45
Total Full Time	491	479	476	473	470	466	0	0	0	0	0	0	0	481
Part Time Staffing														
Executive	0													0
Legislative	7	7	7	7	7	7								7
Finance	0													0
Management Services	0													0
Corporation Counsel	0													0
Planning & Building Services	0	1	1	1	1									1
Neighborhood Services	0													0
Public Safety	0	2	2	2	2	2								2
Public Works	0	2	2											0
Water Management	0					4								0
Total Temporary	7	12	12	10	10	13	0	0	0	0	0	0	0	10
Total City Staff Headcount	498	491	488	483	480	479	0	0	0	0	0	0	0	491

Note

Above report includes all City Staff, Full Time and Temporary W-2 EE's

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: May, 2016

	2016 Budget	Jan	Feb	Mar	Apr	May	2016 Staffing Levels						Prior Yr End	
							Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staff														
Executive	4	4	4	4	4	4								4
Legislative	0	0	0	0	0	0								0
Financial Management														
Finance	11	11	11	11	11	11								11
Purchasing	2	2	2	2	2	2								2
Risk Management	2	2	2	2	1	1								2
Water Customer Service	7	6	6	6	7	7								6
Total	22	21	21	21	21	21	0	0	0	0	0	0	0	21
Management Services														
City Clerk	2	2	2	2	2	2								2
Human Resources	3	3	3	3	3	3								3
MIS Information Technology	10	9	9	9	9	9								9
Mass Transit	1	1	1	1	1	1								1
Total	16	15	15	15	15	15	0	0	0	0	0	0	0	15
Corporation Legal Counsel														
	8	8	7	7	7	7								8
Planning & Building Service														
Planning & Sustainability	6	6	6	6	5	5								6
Building Inspections	6	6	6	6	6	6								6
Total	12	12	12	12	11	11	0	0	0	0	0	0	0	12
Neighborhood Services														
Outreach	3	3	3	3	3	3								3
Inspection	6	5	5	5	5	5								5
Total	9	8	8	8	8	8	0	0	0	0	0	0	0	8
Public Safety														
Fire	111	111	111	111	111	109								111
Police	169	168	166	168	166	165								168
Police Communications	24	24	24	23	23	22								24
Total	304	303	301	302	300	296	0	0	0	0	0	0	0	303
Public Works														
Administration	2	2	2	2	2	2								2
Engineering	11	10	10	10	10	10								10
Municipal Services	57	51	51	47	47	47								53
Total	70	63	63	59	59	59	0	0	0	0	0	0	0	65
Water Management														
Administration	4	4	4	4	4	4								4
Production	15	15	15	15	15	15								15
Services	27	26	26	26	26	26								26
Total	46	45	45	45	45	45	0	0	0	0	0	0	0	45
Total City Staffing	491	479	476	473	470	466	0	0	0	0	0	0	0	481

Note
 Above report includes all Full Time W-2 EE's

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: May, 2016

	2016 Budget	Jan	Feb	Mar	Apr	May	2016 Staffing Levels						Prior Yr End	
							Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Part Time / Temporary Staff														
Executive		0	0	0	0	0								0
Legislative	7	7	7	7	7	7								7
Financial Management														
Finance														
Purchasing														
Risk Management														
Water Customer Service														
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Management Services														
Administration														
Human Resources														
MIS Information Technology														
Mass Transit														
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Corporation Legal Counsel														
														0
Planning & Building Service														
Planning & Sustainability		1	1	1	1									1
Building Inspections														
Total	0	1	1	1	1	0	0	0	0	0	0	0	0	1
Neighborhood Services														
Outreach														
Inspection														
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Safety														
Fire														
Police		2	2	2	2	2								2
Police Communications														
Total	0	2	2	2	2	2	0	0	0	0	0	0	0	2
Public Works														
Administration														
Engineering														
Municipal Services		2	2											
Total	0	2	2	0	0	0	0	0	0	0	0	0	0	0
Water Management														
Administration & Lake						4								
Production														
Services														
Total	0	0	0	0	0	4	0	0	0	0	0	0	0	0
Total City Staffing	7	12	12	10	10	13	0	0	0	0	0	0	0	10

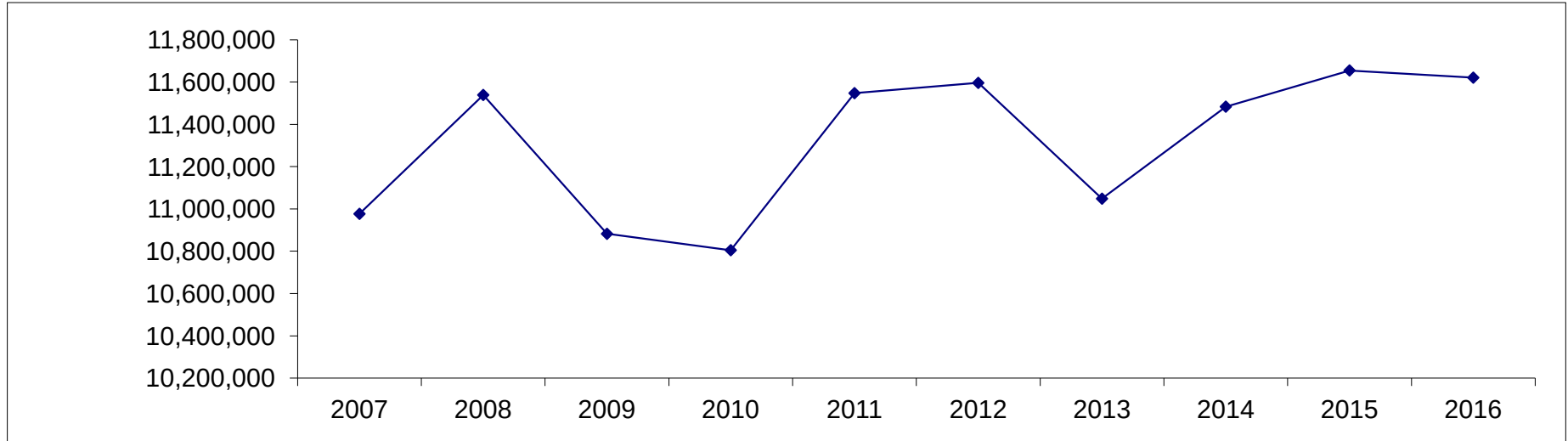
Note
 Above report includes all Temporary W-2 EE's

Projected Revenues

STATE SALES TAX

MONTH	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	839,753	950,792	997,996	832,060	916,053	939,211	918,325	938,684	963,009	946,811	A
FEBRUARY	846,592	918,964	915,498	882,512	1,104,610	935,641	880,247	914,587	941,678	904,631	A
MARCH	1,116,350	1,137,122	1,065,522	1,042,881	1,140,844	1,158,700	1,076,758	1,106,071	1,120,789	1,119,498	A
APRIL	823,747	871,929	857,110	771,162	844,138	871,624	856,724	825,291	857,417	824,458	A
MAY	824,758	858,475	778,543	845,828	851,665	986,897	884,323	868,465	877,404	867,538	A
JUNE	895,581	936,960	905,163	902,403	941,869	1,021,804	954,864	974,156	978,888	999,327	P
JULY	891,023	915,130	930,576	878,430	966,695	918,786	922,915	935,127	944,686	957,520	P
AUGUST	948,696	981,744	913,335	932,682	942,384	991,930	796,714	1,028,409	992,900	1,002,513	P
SEPTEMBER	959,958	1,000,615	902,510	956,479	976,252	951,845	948,422	979,712	1,006,626	1,013,821	P
OCTOBER	947,269	984,005	875,180	911,376	942,225	911,934	925,873	981,740	991,641	997,071	P
NOVEMBER	955,043	1,052,654	880,784	958,698	955,438	1,001,513	964,174	961,614	1,003,087	1,007,445	P
DECEMBER	928,029	930,497	860,148	890,326	965,215	906,055	919,141	969,684	976,633	980,075	P

TOTALS	10,976,799	11,538,887	10,882,364	10,804,838	11,547,387	11,595,938	11,048,482	11,483,540	11,654,760	11,620,706
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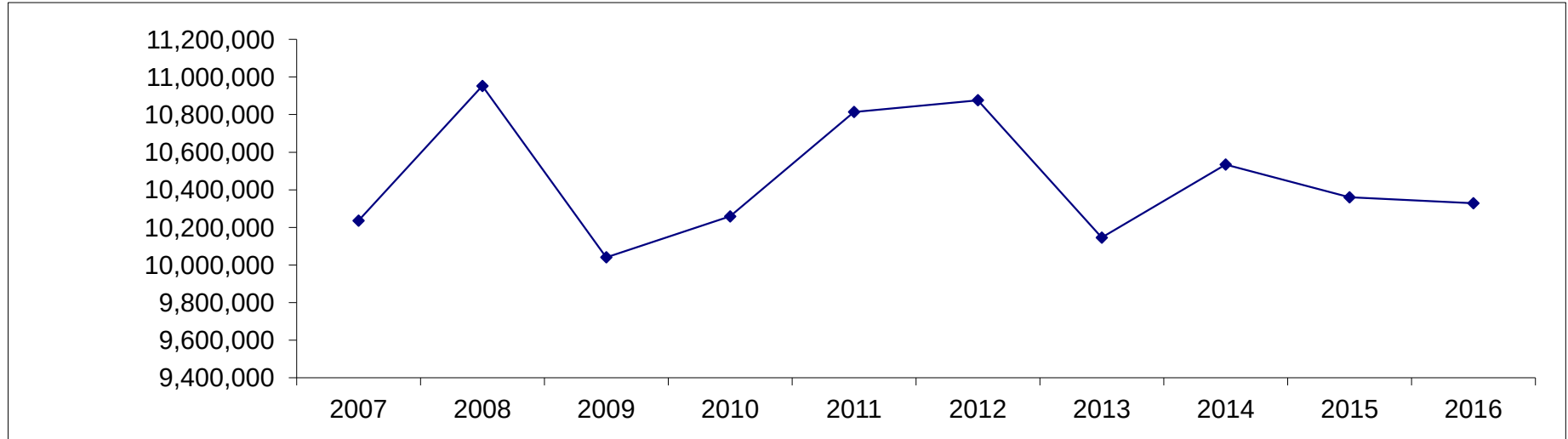
Funds split in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds

Projected Revenues

LOCAL SALES TAX

MONTH	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	822,865	884,581	908,470	805,816	841,530	914,456	861,196	887,481	889,089	848,993	A
FEBRUARY	898,031	915,708	854,383	857,826	880,959	911,162	880,506	862,759	863,243	833,995	A
MARCH	1,087,197	1,104,524	999,242	1,020,668	1,105,939	1,088,443	1,012,286	1,022,997	1,000,115	1,036,321	A
APRIL	740,430	792,321	760,928	701,269	767,991	758,516	773,089	739,227	739,805	703,472	A
MAY	696,238	784,161	734,057	757,147	761,238	929,937	775,938	779,506	764,685	744,767	A
JUNE	838,248	863,332	807,427	847,234	863,436	942,726	853,033	865,335	832,374	850,228	P
JULY	823,069	874,926	773,331	859,117	925,802	864,230	846,702	864,489	833,551	845,434	P
AUGUST	800,569	949,298	847,643	868,171	959,067	927,747	619,512	957,423	906,467	915,690	P
SEPTEMBER	885,527	956,880	859,902	875,938	950,587	899,635	901,318	916,077	911,765	918,548	P
OCTOBER	869,233	943,181	825,361	871,193	898,365	838,868	860,182	882,079	875,986	880,953	P
NOVEMBER	916,129	982,082	845,374	930,915	916,686	902,358	897,029	884,609	882,605	886,585	P
DECEMBER	857,978	901,312	824,507	862,884	942,430	898,532	864,499	872,277	860,119	863,273	P

TOTALS	10,235,514	10,952,305	10,040,626	10,258,179	10,814,030	10,876,609	10,145,292	10,534,258	10,359,805	10,328,258
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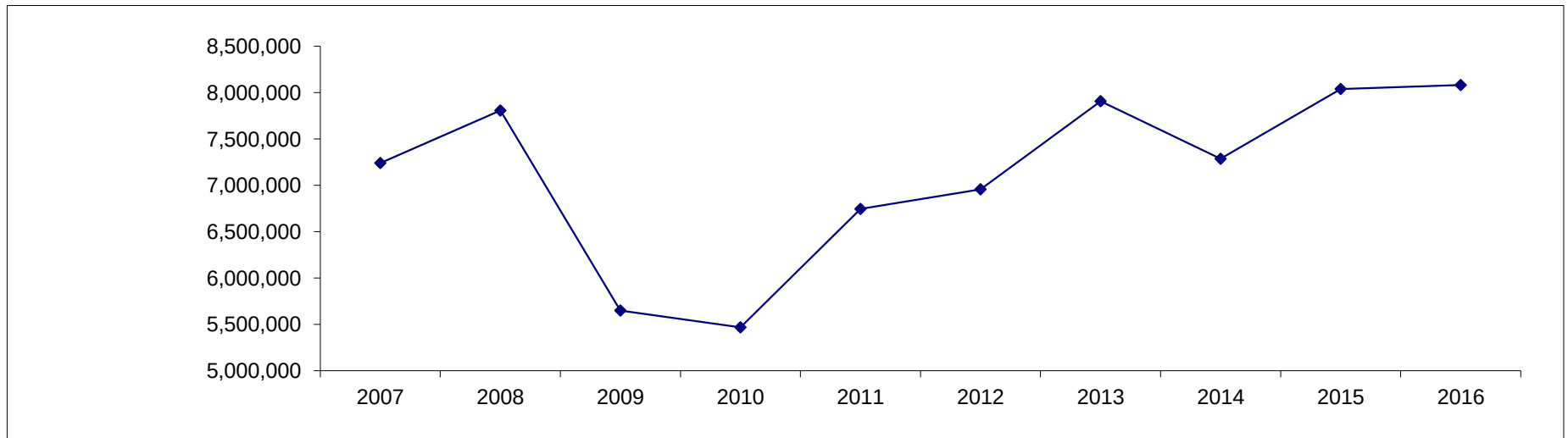
Funds split in General, Southeast TIF, Eastgate TIF and Pines TIF funds

Projected Revenues

STATE INCOME TAX

MONTH	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	411,038	415,687	357,826	580,540	805,061	761,050	632,905	850,845	852,700	912,628	A
FEBRUARY	551,116	613,332	604,246	0	1,038,247	0	478,227	0	0	0	A
MARCH	764,354	906,356	759,747	437,402	493,074	619,124	394,663	699,395	620,094	751,474	A
APRIL	405,030	483,881	0	343,824	562,140	394,295	1,333,938	742,236	925,184	822,346	A
MAY	689,825	1,945,284	411,757	0	0	1,187,505	404,944	423,934	403,609	476,082	A
JUNE	1,754,469	666,398	1,632,706	604,370	694,679	424,269	703,157	741,339	824,784	779,977	P
JULY	676,534	0	532,359	1,036,869	942,538	658,753	1,298,806	1,150,541	1,364,531	1,322,187	P
AUGUST	0	737,713	0	618,324	761,549	956,491	441,258	428,542	566,667	558,411	P
SEPTEMBER	406,087	430,153	579,623	1,240,367	454,403	502,880	675,812	709,251	1,263,519	1,248,793	P
OCTOBER	416,554	413,561	394,557	0	0	645,769	419,882	818,347	0	0	P
NOVEMBER	0	0	0	0	588,653	405,227	409,627	0	441,918	438,651	P
DECEMBER	1,165,828	1,194,938	376,737	606,245	404,975	401,952	714,661	721,926	776,691	771,640	P

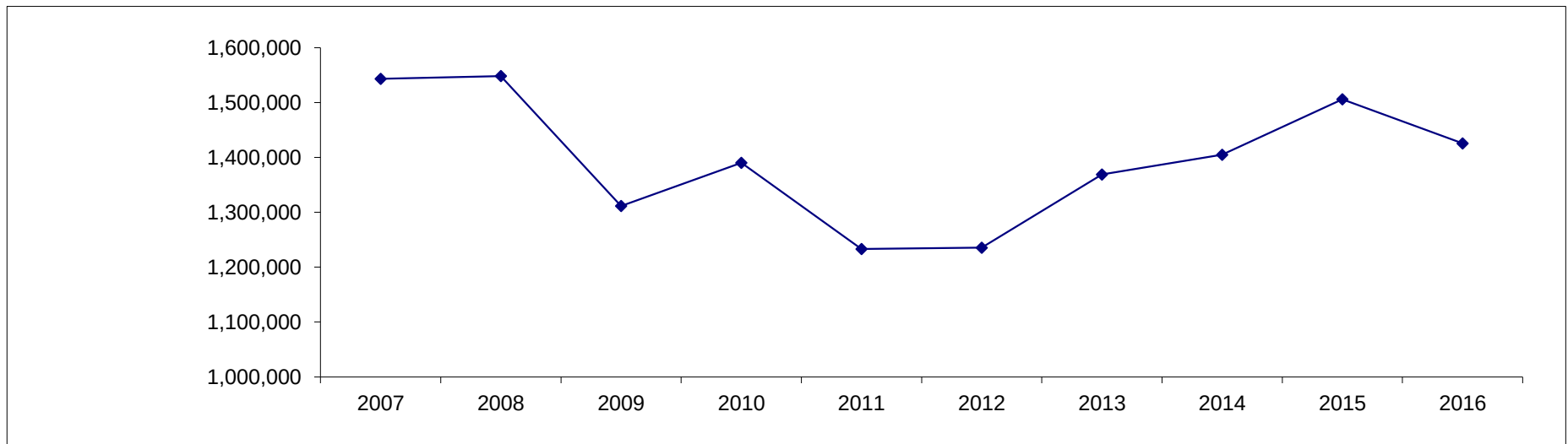
TOTALS	7,240,836	7,807,304	5,649,558	5,467,941	6,745,318	6,957,316	7,907,881	7,286,357	8,039,696	8,082,188
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Amounts not yet remitted by the State

PERSONAL PROPERTY REPLACEMENT TAX

MONTH	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	170,963	207,916	151,918	162,537	134,079	180,082	185,383	233,315	202,878	195,051	A
FEBRUARY	0	0	15,410	1,947	7,154	1,565	1,605	2,024	717	0	A
MARCH	97,118	103,781	63,426	68,150	78,877	61,281	62,898	80,778	70,137	83,788	A
APRIL	308,475	272,694	270,042	232,641	262,367	276,320	303,821	309,261	364,335	271,921	A
MAY	255,927	292,933	261,949	163,009	188,640	187,031	265,561	227,806	293,618	219,695	A
JUNE	5,854	0	5,564	0	3,923	5,417	937	0	2,501	3,024	P
JULY	255,797	232,926	212,605	165,572	176,542	238,582	260,211	229,514	238,695	288,289	P
AUGUST	112,826	128,603	22,481	21,743	43,808	28,828	29,295	24,688	32,169	35,535	P
SEPTEMBER	186	31,274	8,501	486	381	3,931	0	6,877	2,356	2,587	P
OCTOBER	234,426	210,470	241,537	316,230	292,298	181,562	188,719	227,489	239,950	263,405	P
NOVEMBER	1,991	0	2,101	2,750	2,542	1,579	0	0	0	0	P
DECEMBER	99,674	67,732	55,929	255,086	42,441	69,220	70,395	63,058	58,604	62,217	P
TOTALS	1,543,236	1,548,327	1,311,462	1,390,151	1,233,053	1,235,400	1,368,825	1,404,809	1,505,959	1,425,512	



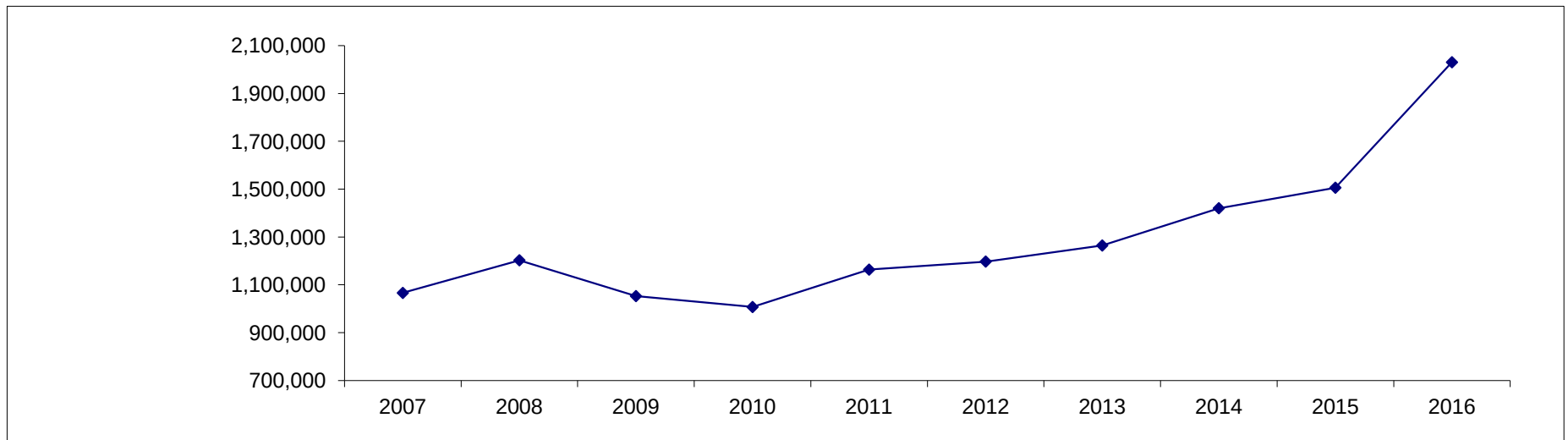
Funds split in General and Library funds

Projected Revenues

LOCAL USE TAX

MONTH	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	89,662	94,492	99,612	74,655	118,641	89,854	98,119	115,740	136,569	295,435	A
FEBRUARY	80,310	95,217	89,127	66,683	92,228	90,475	103,364	108,961	129,837	146,086	A
MARCH	122,531	135,737	128,211	114,627	145,191	138,269	147,635	171,437	196,801	208,903	A
APRIL	71,836	88,576	81,612	68,212	88,796	88,358	102,769	90,904	69,628	128,350	A
MAY	69,285	81,441	72,972	54,250	95,460	98,119	76,976	89,241	135,902	130,832	A
JUNE	84,455	104,272	87,555	108,264	98,268	103,364	96,618	117,824	143,287	163,130	P
JULY	86,147	96,153	89,396	82,393	91,809	91,336	106,037	108,621	140,649	160,126	P
AUGUST	93,726	88,418	75,613	78,102	89,450	102,769	93,637	115,406	133,971	152,524	P
SEPTEMBER	109,997	108,669	100,537	100,770	98,836	86,379	124,363	128,816	0	172,040	P
OCTOBER	80,786	90,964	79,881	83,770	79,105	106,791	106,986	109,843	0	159,505	P
NOVEMBER	84,987	114,557	71,356	81,167	94,213	98,487	99,965	118,956	0	145,750	P
DECEMBER	92,388	104,069	77,019	94,304	71,453	102,979	107,849	144,341	419,237	167,579	P

TOTALS	1,066,110	1,202,565	1,052,890	1,007,197	1,163,451	1,197,180	1,264,318	1,420,091	1,505,880	2,030,261
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2015 Delays in Distribution of State Use Tax due to State budget.

Projected Revenues

STATE INCOME TAX

MONTH	2014 Actual	2015 Actual	2016	
JANUARY	699,394.65	620,093.85	751,473.50	A
FEBRUARY	742,236.29	925,183.52	822,346.25	A
MARCH	423,934.42	403,608.85	476,082.04	A
APRIL	741,339.01	824,784.39	736,651.57	A
MAY	1,150,540.58	1,364,531.10	1,038,299.42	A
JUNE	428,542.27	566,667.27	613,091.17	P
JULY	709,250.95	799,534.19	847,623.06	P
AUGUST	413,746.69	463,984.37	483,194.52	P
SEPTEMBER	404,600.26	458,233.98	474,091.01	P
OCTOBER	721,926.15	792,632.00	815,964.47	P
NOVEMBER	486,718.23	512,117.79	523,757.47	P
DECEMBER	365,981.44	400,509.94	408,369.36	P

TOTALS **7,864,223.92** **8,131,881.25** **7,990,943.84**

Listed in month
reported - receipts
delayed by State

Current Budget **8,000,000.00**

Projected Amt Over (Under) **-9,056.16**

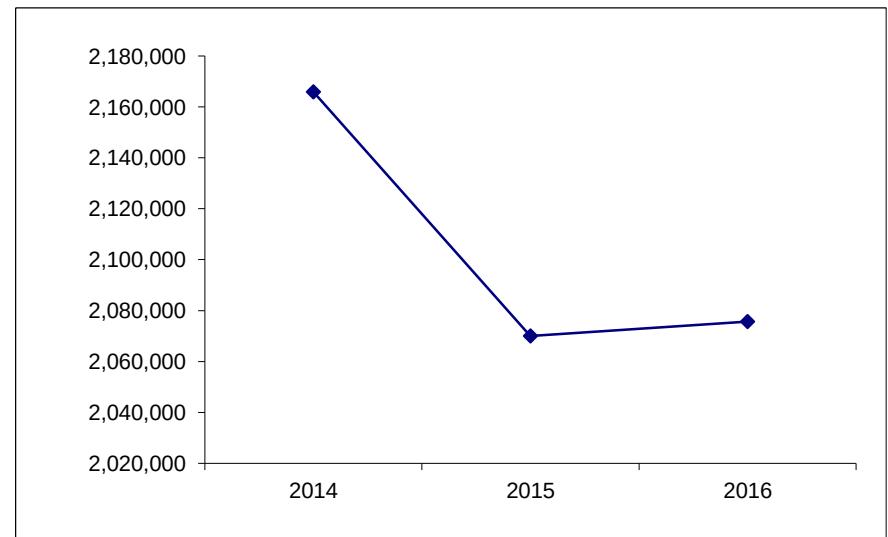
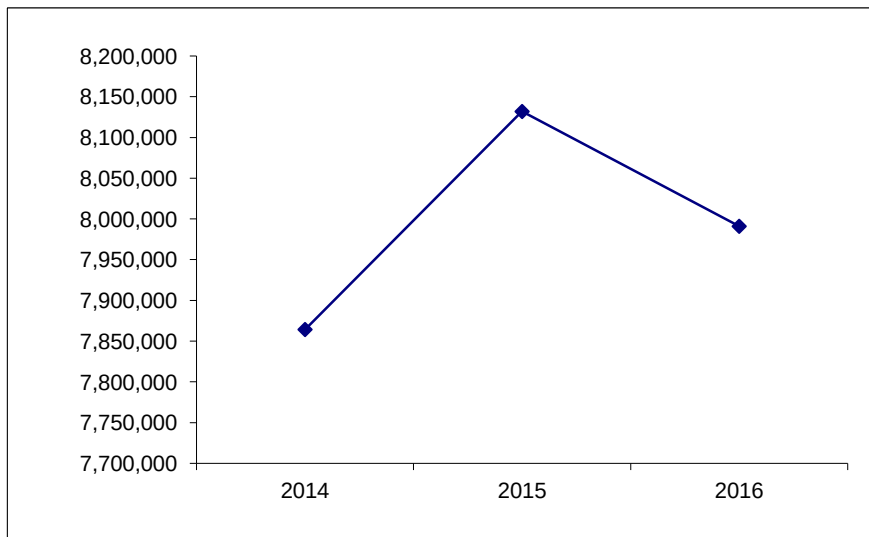
TELEPHONE COMMUNICATIONS TAX

MONTH	2014 Actual	2015 Actual	2016	
JANUARY	201,930.69	150,078.20	166,327.99	A
FEBRUARY	196,656.30	166,178.24	157,953.06	A
MARCH	219,543.59	181,658.89	224,336.11	A
APRIL	189,399.35	187,006.68	164,577.86	A
MAY	187,714.20	164,797.94	152,247.44	A
JUNE	193,162.54	182,269.15	178,957.86	P
JULY	185,801.38	175,287.81	173,204.76	P
AUGUST	164,654.54	171,899.36	170,441.25	P
SEPTEMBER	164,487.34	170,847.95	169,756.18	P
OCTOBER	162,812.89	173,242.43	172,377.41	P
NOVEMBER	171,843.16	173,116.61	172,424.89	P
DECEMBER	127,912.06	173,648.05	173,080.22	P

TOTALS **2,165,918.04** **2,070,031.31** **2,075,685.03**

Current Budget **1,774,000.00**

Projected Amt Over (Under) **301,685.03**



Projected Revenues

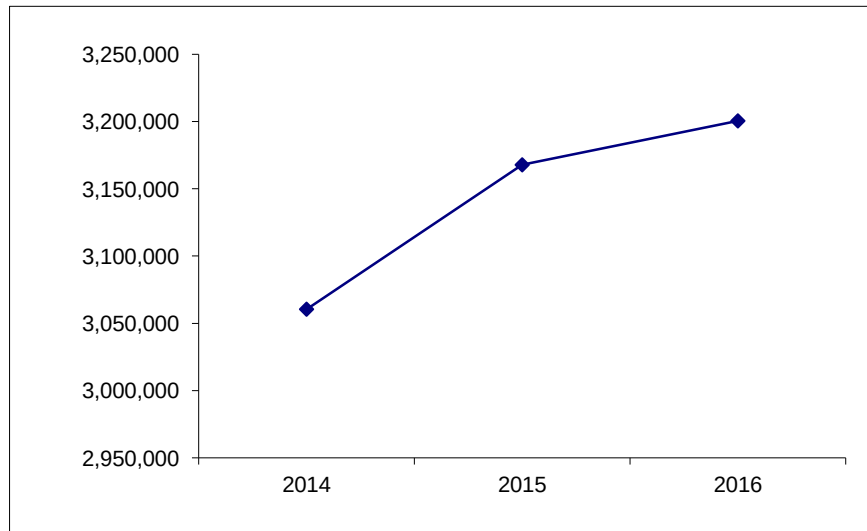
FOOD & BEVERAGE TAX

MONTH	2014 Actual	2015 Actual	2016	
JANUARY	283,352.90	239,978.27	260,904.87	A
FEBRUARY	208,805.40	250,432.57	256,344.05	A
MARCH	241,082.48	253,709.15	278,660.81	A
APRIL	266,812.71	256,370.27	268,791.34	A
MAY	227,346.38	254,139.10	282,460.72	A
JUNE	286,182.84	285,782.71	266,153.17	P
JULY	267,011.92	291,133.54	277,977.72	P
AUGUST	252,385.77	272,038.18	263,444.33	P
SEPTEMBER	264,225.02	276,602.93	270,036.41	P
OCTOBER	264,067.58	227,472.04	223,289.29	P
NOVEMBER	213,581.66	288,279.70	283,881.15	P
DECEMBER	285,626.26	271,898.28	268,559.26	P

TOTALS **3,060,480.92** **3,167,836.74** **3,200,503.12**

Current Budget **3,262,000.00**

Projected Amt Over (Under) **-61,496.88**



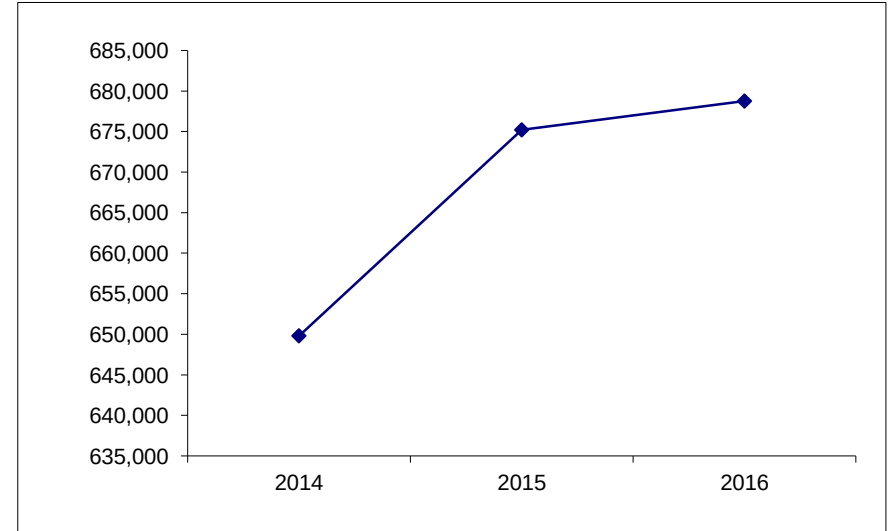
HOTEL & MOTEL TAX

MONTH	2014 Actual	2015 Actual	2016	
JANUARY	35,028.90	26,727.71	17,953.91	A
FEBRUARY	39,468.79	38,349.47	36,767.95	A
MARCH	49,999.71	53,420.63	62,867.42	A
APRIL	48,838.37	60,066.44	52,010.94	A
MAY	34,429.05	45,446.95	67,896.68	A
JUNE	79,504.80	77,826.53	73,407.33	P
JULY	72,144.50	72,341.33	70,231.73	P
AUGUST	55,902.70	64,933.59	63,748.35	P
SEPTEMBER	66,024.80	77,304.64	76,301.73	P
OCTOBER	66,061.29	61,394.84	60,833.09	P
NOVEMBER	46,072.78	60,541.72	60,104.11	P
DECEMBER	56,331.60	36,856.84	36,640.48	P

TOTALS **649,807.29** **675,210.69** **678,763.73**

Current Budget **965,000.00**

Projected Amt Over (Under) **-286,236.27**

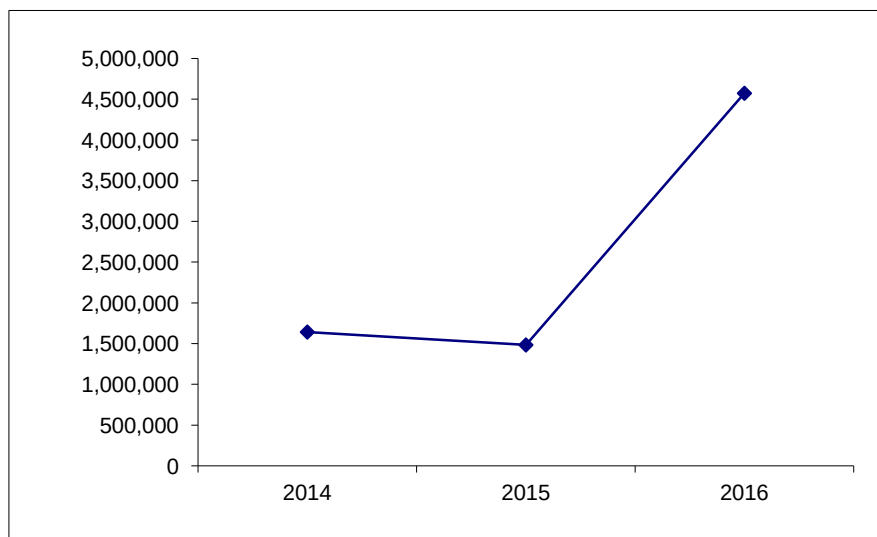


Projected Revenues

UTILITY TAX-ELECTRIC & GAS

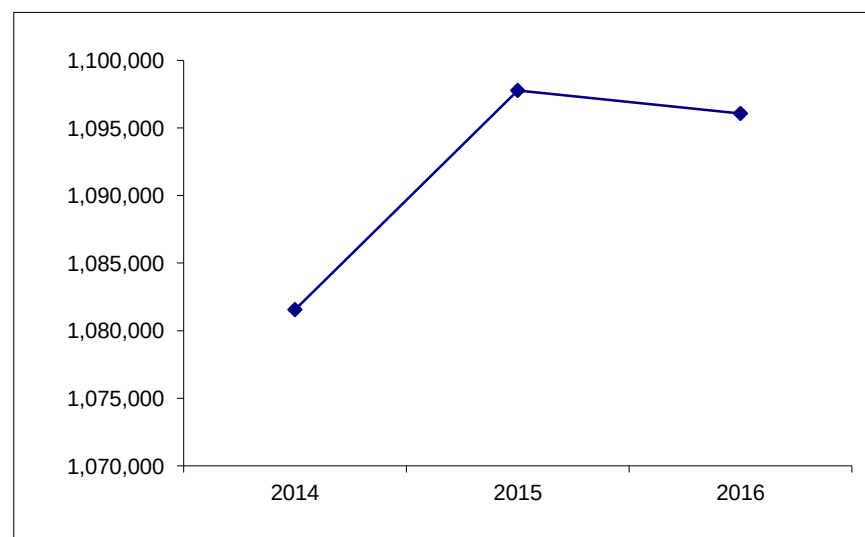
MONTH	2014 Actual	2015 Actual	2016
JANUARY	144,670.93	149,238.44	177,332.31
FEBRUARY		163,584.49	138,838.35
MARCH	368,277.39	153,677.99	326,307.14
APRIL	165,121.36	110,338.44	432,106.74
MAY	152,113.12	78,471.74	393,245.95
JUNE	119,817.79	201,586.00	756,000.00
JULY	107,098.27	118,708.13	445,000.00
AUGUST	116,050.46	102,541.08	385,000.00
SEPTEMBER	114,352.44	121,147.65	454,000.00
OCTOBER	118,293.15	122,028.13	458,000.00
NOVEMBER	113,588.01	105,115.24	394,000.00
DECEMBER	122,251.07	56,748.67	213,000.00

TOTALS	1,641,633.99	1,483,186.00	4,572,830.49
		Current Budget	5,182,000.00
		Projected Amt Over (Under)	-609,169.51

**CABLE TV TAX**

MONTH	2014 Actual	2015 Actual	2016
JANUARY	238,821.76	238,199.60	233,850.66
FEBRUARY	29,266.65	33,008.50	34,945.40
MARCH			
APRIL	242,643.11	244,231.68	244,326.70
MAY	29,595.25	34,267.25	31,932.20
JUNE			0.00
JULY	243,536.04	243,423.63	245,501.26
AUGUST	32,085.75	37,072.80	37,193.53
SEPTEMBER			0.00
OCTOBER	234,193.72	232,248.25	232,936.71
NOVEMBER	31,417.95	35,328.90	35,387.70
DECEMBER		0.00	0.00

TOTALS	1,081,560.23	1,097,780.61	1,096,074.15
		Current Budget	1,122,000.00
		Projected Amt Over (Under)	-25,925.85

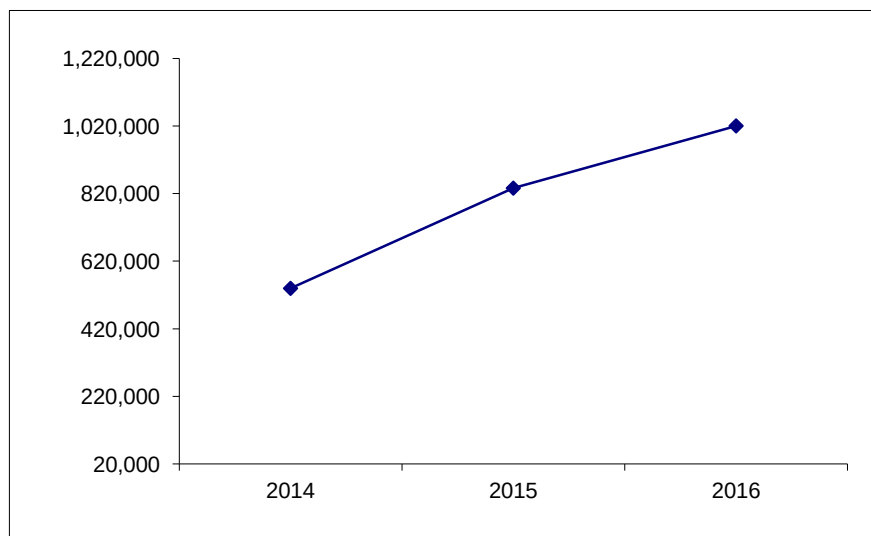


Projected Revenues

VIDEO GAMING TAX

MONTH	2014 Actual	2015 Actual	2016
JANUARY	31,647.10	57,515.27	80,288.26
FEBRUARY	33,731.87	47,673.50	85,507.02
MARCH	31,397.88	59,308.56	84,607.67
APRIL	39,471.64	71,744.13	97,888.83
MAY	52,081.38	75,292.69	107,431.04
JUNE	48,020.09	74,431.99	80,109.86
JULY	47,887.74		82,819.41
AUGUST	43,756.69		76,178.90
SEPTEMBER	51,918.92		77,375.62
OCTOBER	51,900.59		80,606.10
NOVEMBER	49,502.86		79,335.67
DECEMBER	58,230.87	450,245.43	88,275.65

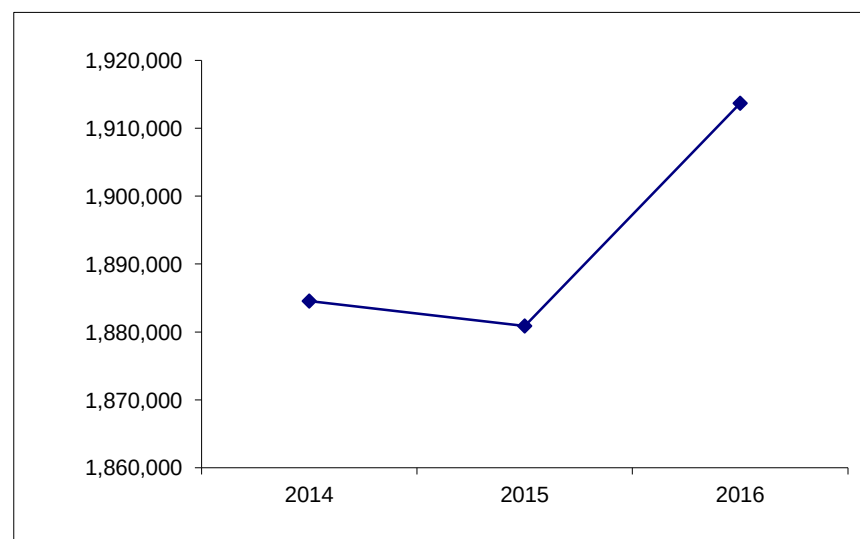
TOTALS	539,547.63	836,211.57	1,020,424.02
		Current Budget	900,000.00
		Projected Amt Over (Under)	120,424.02



46-MOTOR FUEL TAX

MONTH	2014 Actual	2015 Actual	2016
JANUARY	190,483.91	191,692.85	171,799.19
FEBRUARY	167,854.22	180,154.99	165,935.95
MARCH	154,591.73	136,753.86	167,234.60
APRIL	121,554.43	70,155.26	143,829.22
MAY	140,334.05	177,044.18	173,239.43
JUNE	197,038.33	166,232.32	161,293.78
JULY	148,173.07	107,894.22	104,688.82
AUGUST	166,097.32		186,315.43
SEPTEMBER	112,786.32		179,513.48
OCTOBER	153,333.05		120,879.76
NOVEMBER	165,028.86		157,059.33
DECEMBER	167,272.99	850,950.75	181,902.13

TOTALS	1,884,548.28	1,880,878.43	1,913,691.11
		Current Budget	1,825,000.00
	Projected Amt Over (Under)		88,691.11



2015 Delays in Distribution of Video Gaming Tax and MFT Tax due to State budget.

Projected Revenues

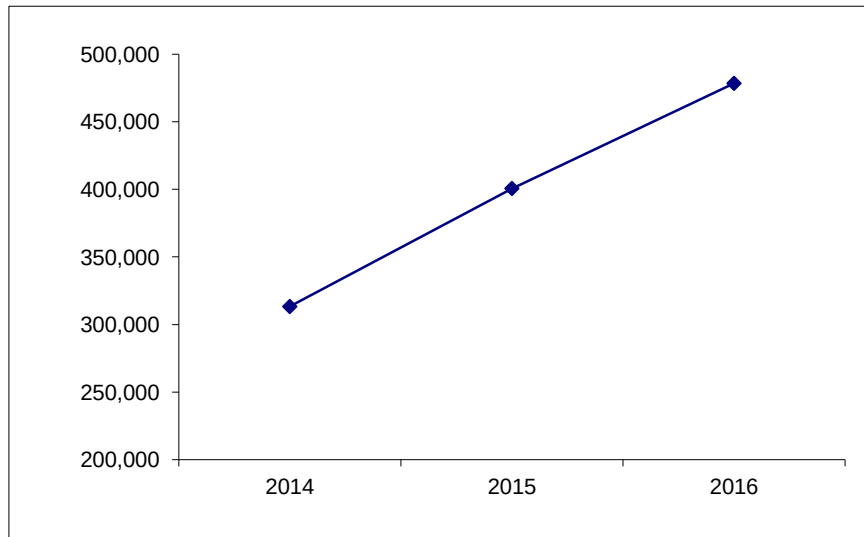
LIQUOR LICENSES

MONTH	2014 Actual	2015 Actual	2016	
JANUARY	100.00	2,238.44	7,143.60	A
FEBRUARY	100.00	820.19	2,706.48	A
MARCH	787.57	4,562.23	8,414.76	A
APRIL	63,385.97	15,088.85	27,217.64	A
MAY	190,925.00	157,666.68	217,850.92	A
JUNE	40,140.00	162,961.38	158,621.82	P
JULY	5,000.00	28,612.96	27,851.02	P
AUGUST	-2,000.00	-17,631.92	702.23	P
SEPTEMBER	2,733.28	18,353.36	702.23	P
OCTOBER	9,473.23	13,255.92	12,902.92	P
NOVEMBER	100.00	8,684.56	8,453.30	P
DECEMBER	2,555.22	6,056.92	5,895.63	P

TOTALS **313,300.27** **400,669.57** **478,462.55**

Not yet including proposed increases <--- **Current Budget** **390,000.00**

Projected Amt Over (Under) **88,462.55**



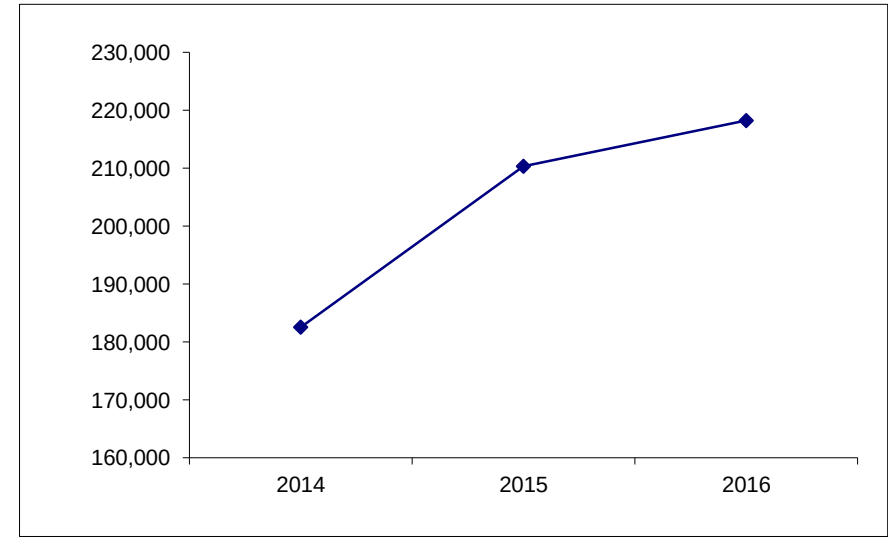
BUILDING PERMITS

MONTH	2014 Actual	2015 Actual	2016	
JANUARY	11,246.00	15,069.00	11,829.00	A
FEBRUARY	7,712.00	16,667.20	8,872.25	A
MARCH	12,202.90	14,634.40	29,611.65	A
APRIL	19,903.30	12,781.75	36,030.80	A
MAY	12,407.25	15,566.70	11,671.05	A
JUNE	13,590.40	20,621.60	15,720.35	P
JULY	14,890.80	8,373.80	7,019.50	P
AUGUST	17,398.00	32,133.65	27,599.15	P
SEPTEMBER	15,375.30	14,244.50	13,043.74	P
OCTOBER	24,206.60	21,602.25	20,089.15	P
NOVEMBER	17,377.50	12,783.75	12,094.03	P
DECEMBER	16,231.90	25,847.00	24,631.69	P

TOTALS **182,541.95** **210,325.60** **218,212.35**

Current Budget **249,000.00**

Projected Amt Over (Under) **-30,787.65**

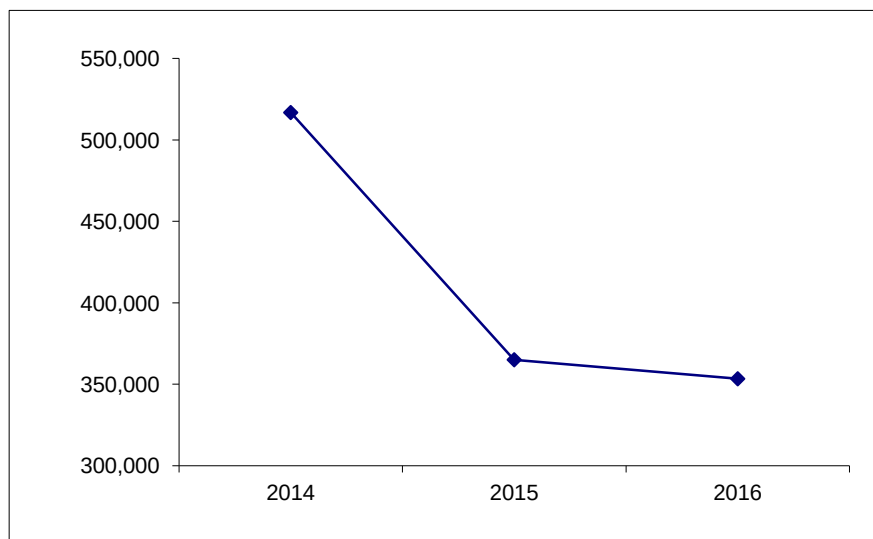


Projected Revenues

ILLEGAL USE OF VEHICLE

MONTH	2014 Actual	2015 Actual	2016
JANUARY	36,500.00	30,670.00	24,665.00
FEBRUARY	50,360.30	35,245.00	25,920.00
MARCH	44,600.00	41,879.00	34,585.00
APRIL	53,750.00	29,400.00	22,750.00
MAY	25,825.00	32,341.00	30,020.00
JUNE	55,840.00	33,075.00	40,650.79
JULY	54,380.00	32,240.00	36,576.05
AUGUST	36,020.00	24,180.00	26,391.95
SEPTEMBER	41,940.00	36,210.00	38,828.96
OCTOBER	52,770.00	31,410.00	33,073.80
NOVEMBER	28,645.00	13,320.00	13,880.42
DECEMBER	36,140.00	25,045.00	26,011.17

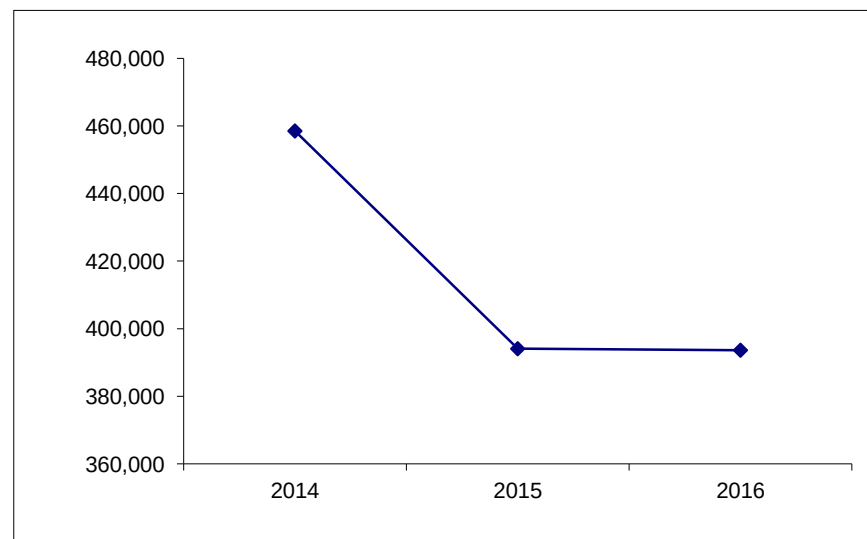
TOTALS	516,770.30	365,015.00	353,353.15
		Current Budget	375,000.00
		Projected Amt Over (Under)	-21,646.85



PARKING

MONTH	2014 Actual	2015 Actual	2016
JANUARY	41,918.11	33,612.49	30,524.27
FEBRUARY	38,015.82	32,836.68	33,576.55
MARCH	44,427.81	42,819.01	37,342.35
APRIL	39,040.19	32,184.16	33,001.83
MAY	34,270.68	29,394.75	35,234.71
JUNE	37,697.22	30,042.88	30,249.57
JULY	32,839.84	30,960.99	31,109.76
AUGUST	29,538.46	52,040.96	52,223.84
SEPTEMBER	56,902.26	26,443.08	26,501.80
OCTOBER	37,795.47	28,565.65	28,618.24
NOVEMBER	27,120.32	24,479.33	24,516.78
DECEMBER	38,948.42	30,676.10	30,716.70

TOTALS	458,514.60	394,056.08	393,616.41
		Current Budget	414,000.00
		Projected Amt Over (Under)	-20,383.59

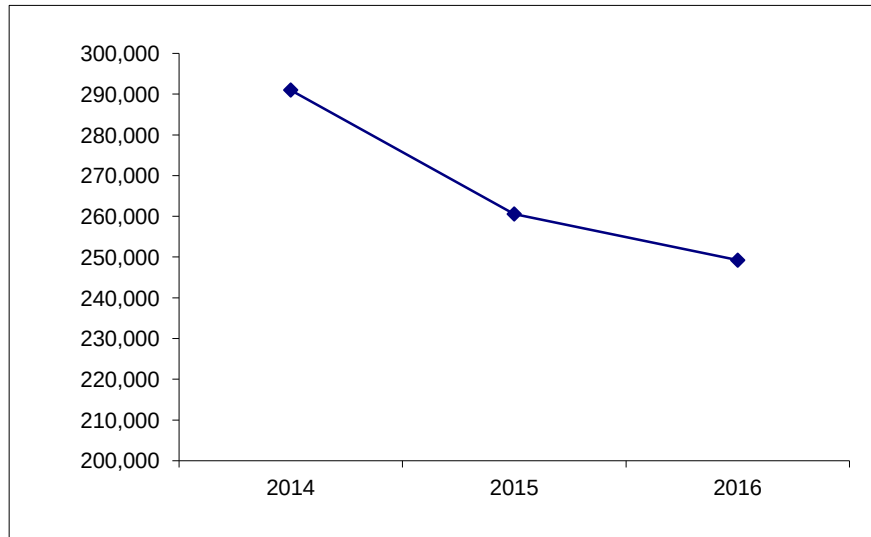


Projected Revenues

COURT FINES

MONTH	2014 Actual	2015 Actual	2016	
JANUARY	23,711.91	19,458.03	19,608.71	A
FEBRUARY	25,192.29	15,928.83	0.00	A
MARCH	49,469.77	51,556.56	54,287.26	A
APRIL	39,628.86	30,921.71	26,764.46	A
MAY	1,396.50	24,970.19	18,335.34	A
JUNE	42,729.39	18,446.59	22,142.17	P
JULY	18,250.22	17,222.89	19,681.03	P
AUGUST	16,842.40	15,907.21	17,656.58	P
SEPTEMBER	19,054.73	15,519.13	16,904.87	P
OCTOBER	19,332.04	17,122.89	18,398.10	P
NOVEMBER	23,688.55	19,227.53	20,421.55	P
DECEMBER	11,711.42	14,296.25	15,033.74	P

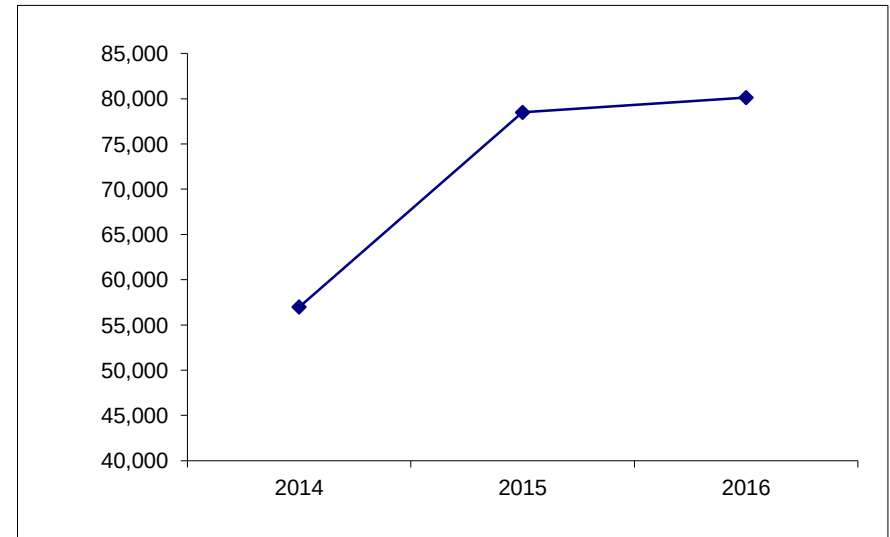
TOTALS	291,008.08	260,577.81	249,233.80	
		Current Budget	260,000.00	
		Projected Amt Over (Under)	-10,766.20	



WEED CUTTING FEES

MONTH	2014 Actual	2015 Actual	2016	
JANUARY	1,984.86	6,569.63	2,981.05	A
FEBRUARY	3,971.43	2,016.92	6,642.83	A
MARCH	2,092.52	4,276.12	3,863.69	A
APRIL	5,592.90	1,019.85	3,344.49	A
MAY	3,580.56	2,584.23	8,816.26	A
JUNE	5,905.00	8,592.54	5,516.59	P
JULY	8,286.31	9,989.91	8,032.75	P
AUGUST	7,219.02	11,067.81	9,896.45	P
SEPTEMBER	4,808.48	9,696.01	9,108.04	P
OCTOBER	2,818.90	10,444.32	10,015.59	P
NOVEMBER	8,446.12	5,386.94	5,232.13	P
DECEMBER	2,275.80	6,836.49	6,668.43	P

TOTALS	56,981.90	78,480.77	80,118.31	
		Current Budget	71,000.00	
		Projected Amt Over (Under)	9,118.31	

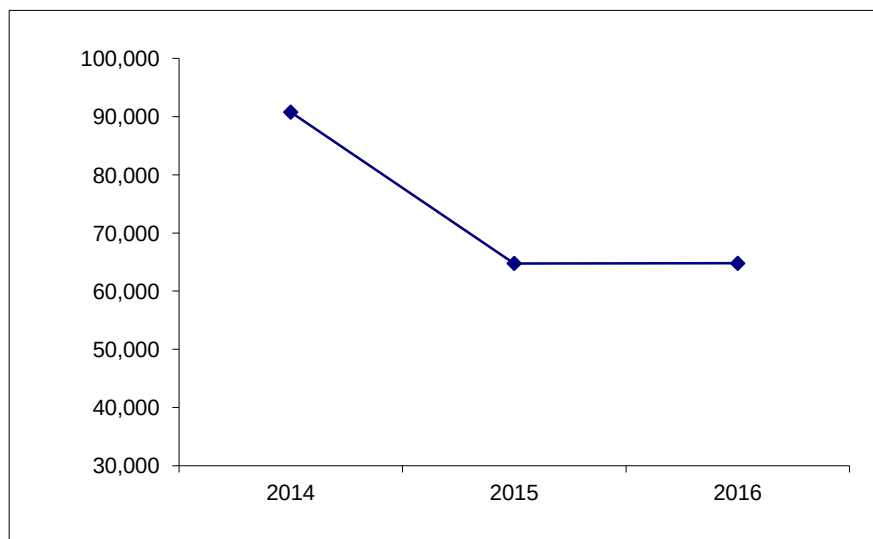


Projected Revenues

DEMOLITION PAYMENTS

MONTH	2014 Actual	2015 Actual	2016
JANUARY	3,635.96	3,747.34	2,908.62
FEBRUARY	3,573.76	2,983.36	6,335.43
MARCH	4,979.56	4,453.84	4,308.62
APRIL	4,472.31	4,148.36	2,678.62
MAY	4,165.29	4,134.48	4,017.62
JUNE	18,688.26	3,695.00	3,552.39
JULY	3,679.76	2,562.00	2,493.23
AUGUST	3,425.64	25,727.00	25,169.16
SEPTEMBER	31,457.76	2,461.01	2,460.42
OCTOBER	4,729.70	3,438.30	3,437.55
NOVEMBER	4,449.76	3,919.18	3,918.43
DECEMBER	3,506.12	3,500.66	3,500.08

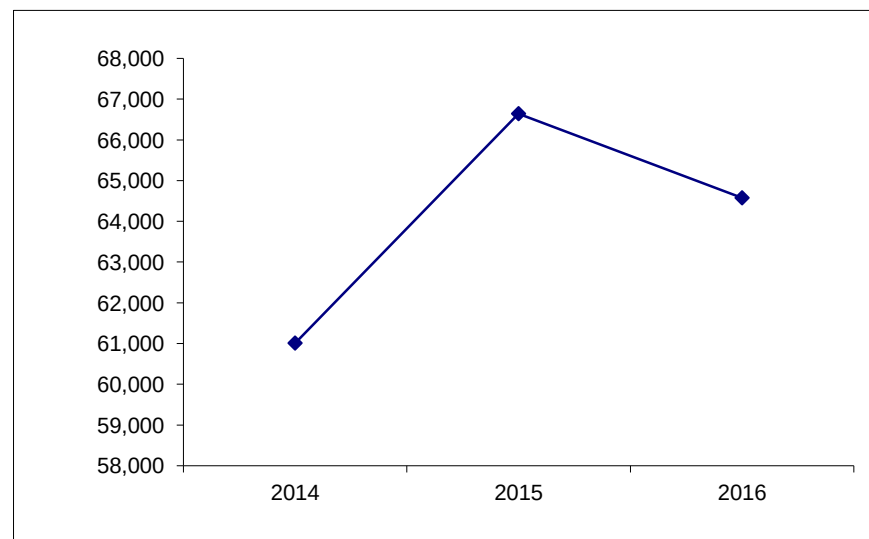
TOTALS	90,763.88	64,770.53	64,780.17
		Current Budget	100,000.00
		Projected Amt Over (Under)	-35,219.83



PET CITATIONS

MONTH	2014 Actual	2015 Actual	2016
JANUARY	3,144.56	4,499.96	3,219.55
FEBRUARY	5,224.33	5,904.38	4,446.39
MARCH	6,831.57	7,473.05	6,951.39
APRIL	5,880.96	6,802.42	6,300.38
MAY	7,690.86	7,428.56	5,923.60
JUNE	6,579.58	6,664.65	7,972.45
JULY	4,379.10	5,949.56	6,626.18
AUGUST	5,643.30	5,003.11	5,399.43
SEPTEMBER	4,101.63	4,968.53	5,274.70
OCTOBER	3,126.19	2,719.58	2,854.23
NOVEMBER	5,079.47	3,790.28	3,958.91
DECEMBER	3,329.63	5,439.99	5,650.18

TOTALS	61,011.18	66,644.07	64,577.39
		Current Budget	67,000.00
		Projected Amt Over (Under)	-2,422.61

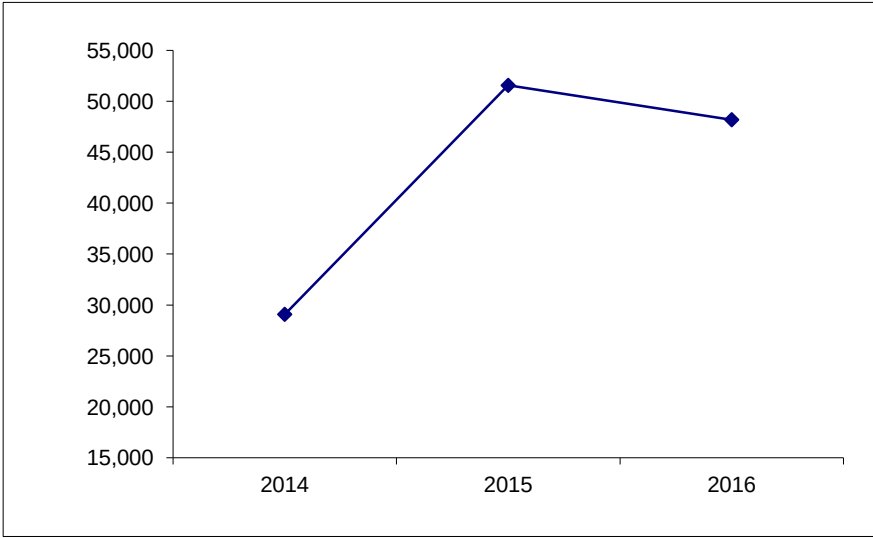


Projected Revenues

TRASH & CLEAN UP FINES

MONTH	2014 Actual	2015 Actual	2016
JANUARY	2,226.49	5,881.22	2,432.12
FEBRUARY	380.67	6,067.52	3,707.46
MARCH	3,668.82	5,138.31	4,301.09
APRIL	2,580.03	4,696.56	3,432.11
MAY	1,306.97	4,167.43	2,827.08
JUNE	4,781.70	3,737.07	5,807.29
JULY	3,025.34	1,960.00	2,585.34
AUGUST	5,093.82	2,089.00	2,634.77
SEPTEMBER	632.44	6,510.25	7,921.34
OCTOBER	825.46	2,788.47	3,148.19
NOVEMBER	3,685.20	6,280.98	6,967.26
DECEMBER	872.81	2,253.28	2,428.21

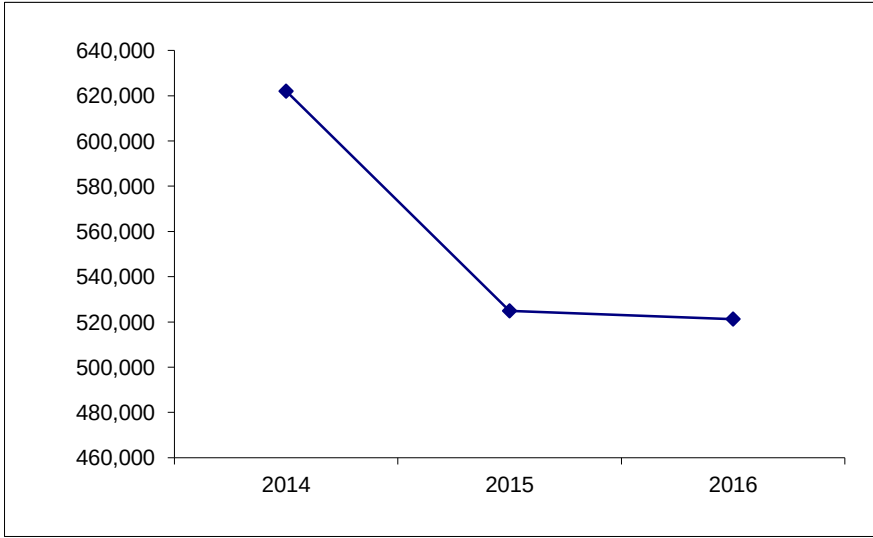
TOTALS	29,079.75	51,570.09	48,192.25
		Current Budget	43,000.00
		Projected Amt Over (Under)	5,192.25



70-MASS TRANSIT - CHARGES FOR SERVICES

MONTH	2014 Actual	2015 Actual	2016
JANUARY	54,064.48	45,237.01	26,418.05
FEBRUARY	43,210.78	45,125.92	43,791.37
MARCH	56,395.84	38,677.82	72,611.37
APRIL	52,902.50	50,782.85	33,981.14
MAY	54,606.99	51,295.03	44,813.23
JUNE	48,250.58	42,271.38	44,084.09
JULY	56,308.42	48,335.13	49,734.21
AUGUST	44,108.47	37,951.72	38,708.71
SEPTEMBER	40,531.46	52,473.06	53,293.13
OCTOBER	66,269.98	39,075.57	39,527.73
NOVEMBER	50,375.14	34,394.91	34,722.92
DECEMBER	54,981.84	39,278.71	39,599.54

TOTALS	622,006.48	524,899.11	521,285.49
		Current Budget	605,200.00
		Projected Amt Over (Under)	-83,914.51

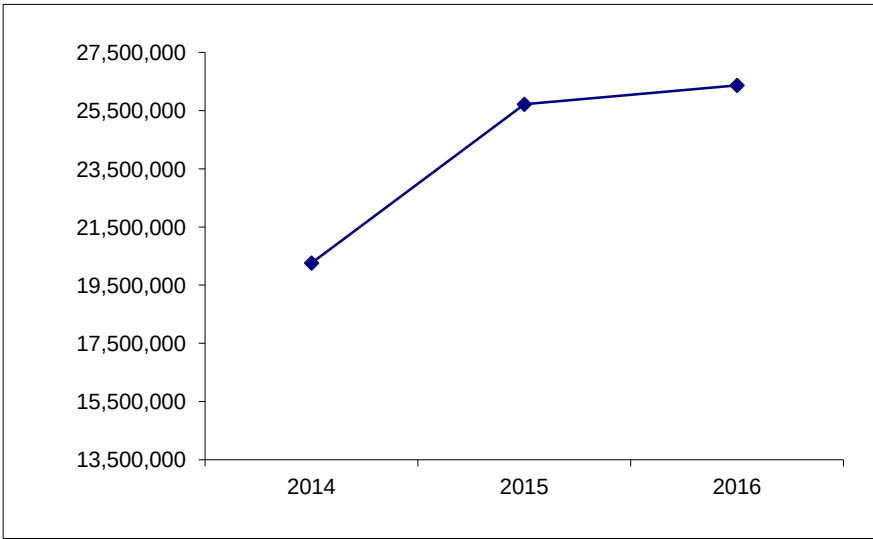


Projected Revenues

80-WATER SALES

MONTH	2014 Actual	2015 Actual	2016
JANUARY	1,478,921.08	1,884,791.63	2,104,678.61
FEBRUARY	1,092,772.94	1,809,958.17	2,210,327.74
MARCH	1,960,250.22	1,728,840.51	2,267,954.26
APRIL	1,411,461.39	1,804,984.88	2,221,531.91
MAY	1,475,465.73	1,777,446.55	2,196,960.89
JUNE	1,793,786.52	2,173,544.61	1,779,309.45
JULY	1,588,221.65	2,467,268.68	2,158,164.91
AUGUST	2,345,262.95	2,470,163.56	2,256,515.00
SEPTEMBER	2,102,747.18	2,536,895.93	2,377,789.78
OCTOBER	1,886,797.38	2,530,029.70	2,411,196.36
NOVEMBER	758,827.21	1,779,894.68	1,715,084.53
DECEMBER	2,364,274.58	2,751,680.70	2,666,261.37

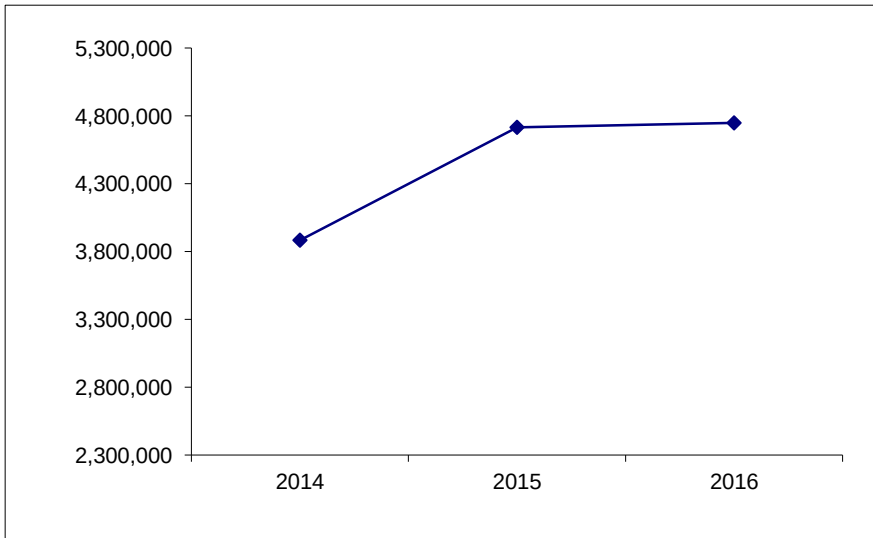
TOTALS	20,258,788.83	25,715,499.60	26,365,774.82
		Current Budget	27,565,500.00
		Projected Amt Over (Under)	-1,199,725.18



79-SEWER USER FEE

MONTH	2014	2015	2016
	Actual	Actual	
JANUARY	289,863.71	371,123.10	365,361.90
FEBRUARY	280,997.16	348,214.06	390,979.51
MARCH	292,747.13	358,470.51	378,136.50
APRIL	259,177.47	316,303.79	354,698.60
MAY	281,775.20	362,203.66	368,671.08
JUNE	321,745.10	389,846.94	368,541.57
JULY	351,312.29	454,466.97	438,090.42
AUGUST	366,606.48	442,930.00	432,315.80
SEPTEMBER	376,560.12	429,112.69	421,735.90
OCTOBER	379,718.25	426,944.38	421,379.70
NOVEMBER	295,773.69	416,670.21	412,408.77
DECEMBER	387,799.09	399,497.14	396,189.65

TOTALS	3,884,075.69	4,715,783.45	4,748,509.41
		Current Budget	4,691,200.00
		Projected Amt Over (Under)	57,309.41

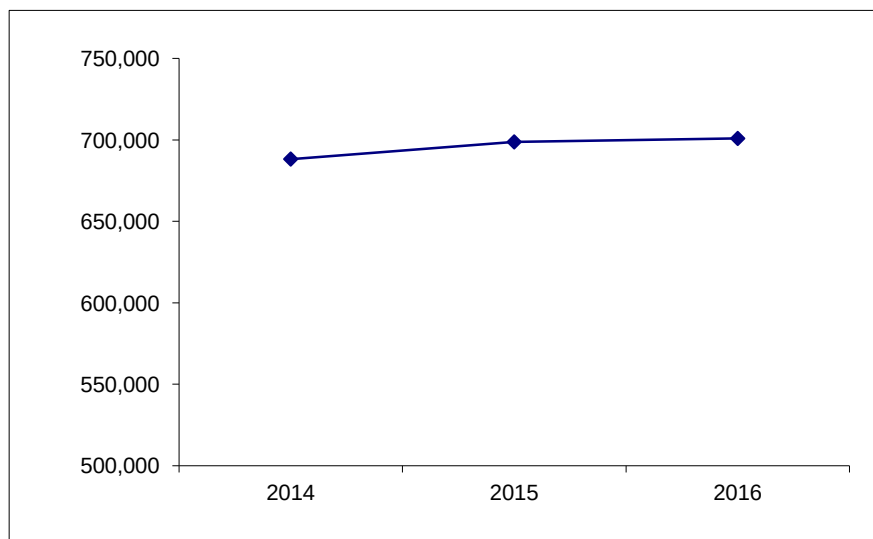


Projected Revenues

88-RECYCLING FEES

MONTH	2014 Actual	2015 Actual	2016
JANUARY	60,682.32	53,002.65	52,012.50
FEBRUARY	52,591.43	57,754.26	66,763.52
MARCH	56,744.60	67,269.75	58,159.31
APRIL	52,899.18	54,438.80	56,319.77
MAY	52,287.62	52,363.07	57,546.84
JUNE	56,066.95	63,871.97	62,559.97
JULY	58,884.96	57,884.33	57,120.74
AUGUST	55,566.81	57,257.17	56,713.47
SEPTEMBER	56,949.52	59,901.20	59,471.15
OCTOBER	58,529.08	57,546.10	57,226.60
NOVEMBER	56,021.26	60,600.94	60,330.62
DECEMBER	70,994.08	56,853.24	56,647.24

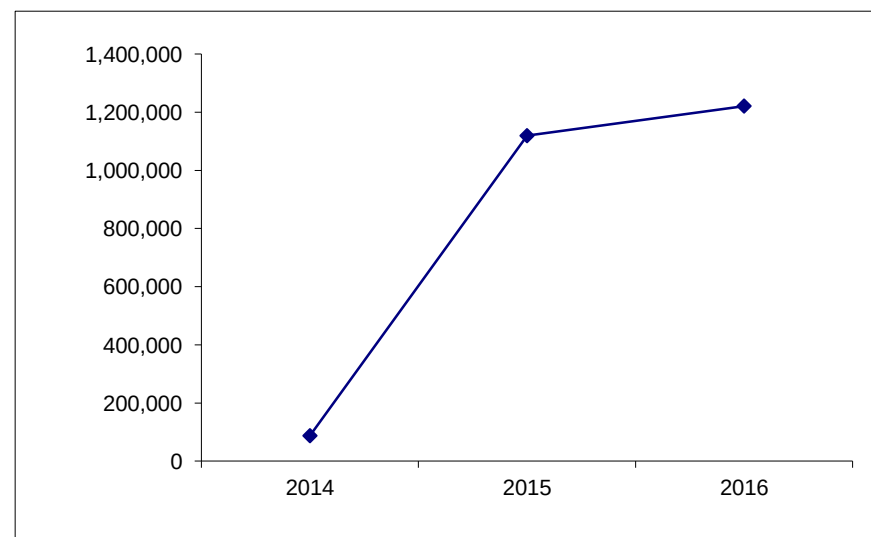
TOTALS	688,217.81	698,743.48	700,871.74
		Current Budget	709,284.00
		Projected Amt Over (Under)	-8,412.26



78-STORM WATER FEE

MONTH	2014 Actual	2015 Actual	2016
JANUARY		77,998.54	115,724.00
FEBRUARY		81,533.83	124,410.33
MARCH		93,221.18	125,098.96
APRIL		89,736.18	163,768.53
MAY		106,003.89	150,043.04
JUNE		90,007.55	59,447.93
JULY		86,587.74	63,138.87
AUGUST		81,120.40	63,255.31
SEPTEMBER		83,042.82	67,807.26
OCTOBER		94,787.65	80,209.95
NOVEMBER	9,891.87	114,478.38	99,914.13
DECEMBER	77,545.60	120,816.53	108,407.18

TOTALS	87,437.47	1,119,334.69	1,221,225.49
		Current Budget	1,289,000.00
		Projected Amt Over (Under)	-67,774.51



City Clerk

DATE: 6/15/2016

MEMO: 2016-06

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager

SUBJECT: May 2016 Monthly Reports

ATTACHMENTS:

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

**DEVELOPMENT SERVICES
MAY MONTHLY REPORT**

BUILDING INSPECTIONS - For the month of May 2016 we issued a total of 146 permits with a total work value of \$1,783,928. Of those, 7 were Commercial Interior Remodels with a total work value of \$594,376 and 1 new home valued at \$175,000.

**Monthly Summary
05/01/2016 – 05/31/2016**

PERMIT TYPE	# ISSUED	WORK VALUE
Building	29	\$1,018,610.00
Demolition	5	313,750.00
Electrical	26	80,846.00
Mechanical	45	219,309.00
Other	26	65,853.00
Plumbing	12	36,180.00
Sign	2	48,930.00
Tent	1	450.00
TOTAL	146	\$1,783,928.00

PLANNING AND ZONING – Part of the process of economic development and community redevelopment involves site plan reviews for compliance with local development laws and ordinances. As you know, the city has regulations designed both to beautify the community as part of development (landscaping, signage, etc.) but also to protect both users of a particular development (parking, lighting, etc.) and adjacent land owners (drainage, buffer yard size requirements) Last month the planning and zoning division in conjunction with other city departments reviewed 11 submittals which included 7 site plans and 4 subdivision plats. Additionally, the division reviewed and facilitated 4 zoning cases that are to be heard by the City Council at the June 6th meeting.

NEIGHBORHOOD SERVICES

- Staff prepared special reports for loans that are serviced in the Neighborhood Outreach Division
- Staff continued to qualify homeowners for the Residential Rehabilitation and Emergency Programs
- Staff attended a GIS Technical Committee meeting
- Staff participated in a Safety Committee Meeting
- Staff continues preparing Environmental for Residential Rehab, potential replacement projects
- Staff received 5 RFP's for the Education/Employment Training program. Proposals were scored and a recommendation will be made to the City Council.

- Staff coordinated to hold our second City wide Cleanup to be held in June
- Staff attended Decatur Community Partnership meeting
- Staff met with Asst. City Manager and other staff to discuss various projects in the Wabash Crossing area
- Staff continued to fulfill HOME commitment with rehab projects
- Staff participated in webinars .i.e. CHDO, HOME rule, IDIS, Affordable Fair Housing and CAPER
- Staff attended the State of the City Breakfast
- Staff met with Wabash Crossing manager and City Manager to discuss current professional relationship and how the City can better assist
- Staff attended Crossing Healthcare Garden Ribbon Cutting
- Staff held a public meeting on the CHDO transfer of funds to entitlement
- Staff participated with Chicago HUD office for the South central conference on May 5th & 6th held at the Decatur Public Library.
- Construction Project Manager continued work write-ups with estimates for the CDBG and HOME Rehab Programs and DCDF.
- Staff attended CONO's monthly meeting.
- Staff met with Human Resources in discussions regarding AFFH-Affirmatively Furthering Fair Housing and Section 3
- Staff continues to have discussions or contact with potential CHDO's
- Staff held meeting for National Night Out event to be held in August 2016
- Staff discussed the potential use of HOME funds for multi-unit rental projects
- Staff participated in several conference calls with HUD CPD rep in regards to CHDO set-aside, replacement projects, CAPER, and other HUD projects.
- Single Family Rental monitoring continued, with annual tenant surveys being sent to landlords
- Staff met with Massey Massey to be updated on status of the Corridor Project
- Staff attended Continuum Meeting with other local agency partners

ECONOMIC DEVELOPMENT– The economic development division had 31 new and separate inquiries in May for possible projects and also had 40 meetings related specifically to ongoing initiatives. We participated in a well reviewed State of the City and 2 ribbon cuttings all had good coverage in the media. Also, continuing work on Library and Fiber. As of last week, there were 1,198 job listings in the Decatur, Illinois area on indeed.com, one of the leading national job search sites and 7,433 job openings in the Central Illinois region according to one state database.



DECATUR FIRE DEPARTMENT
MEMORANDUM
16-06

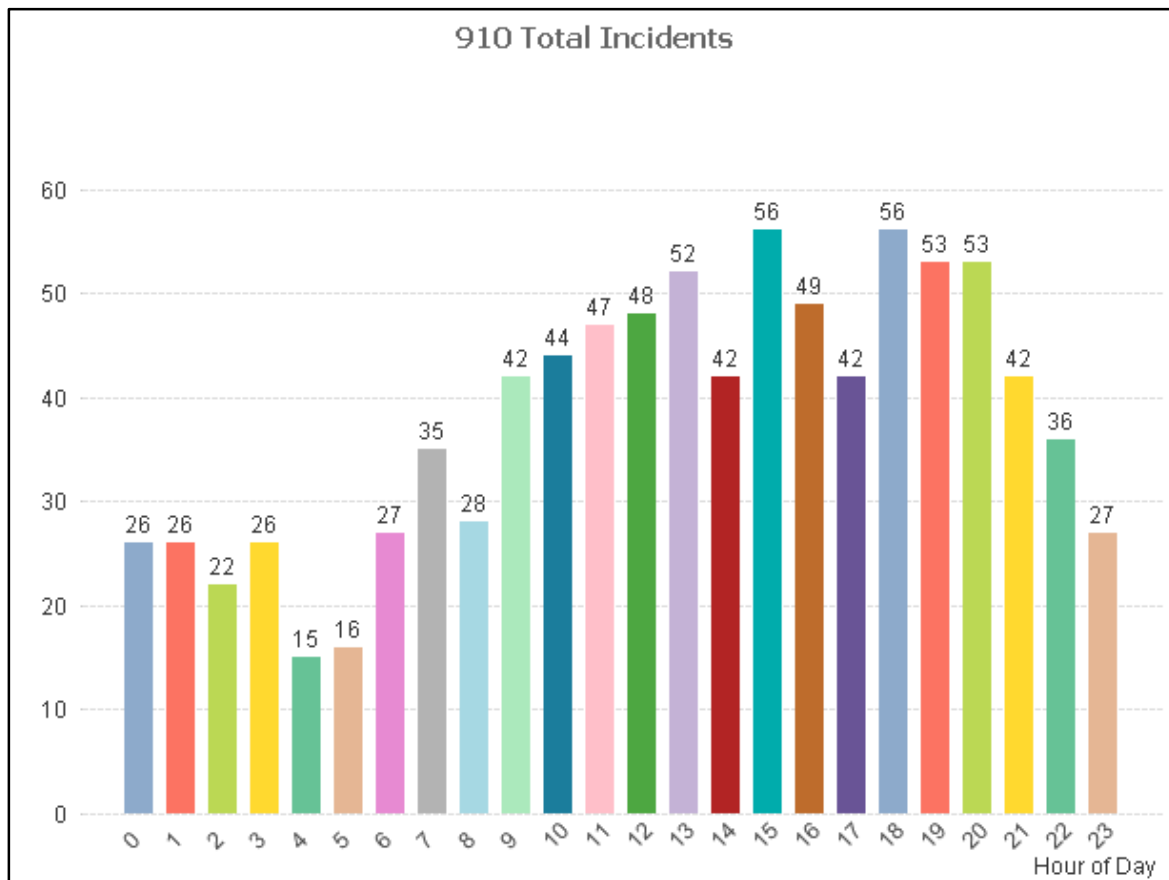
June 9, 2016

TO: Tim Gleason, City Manager

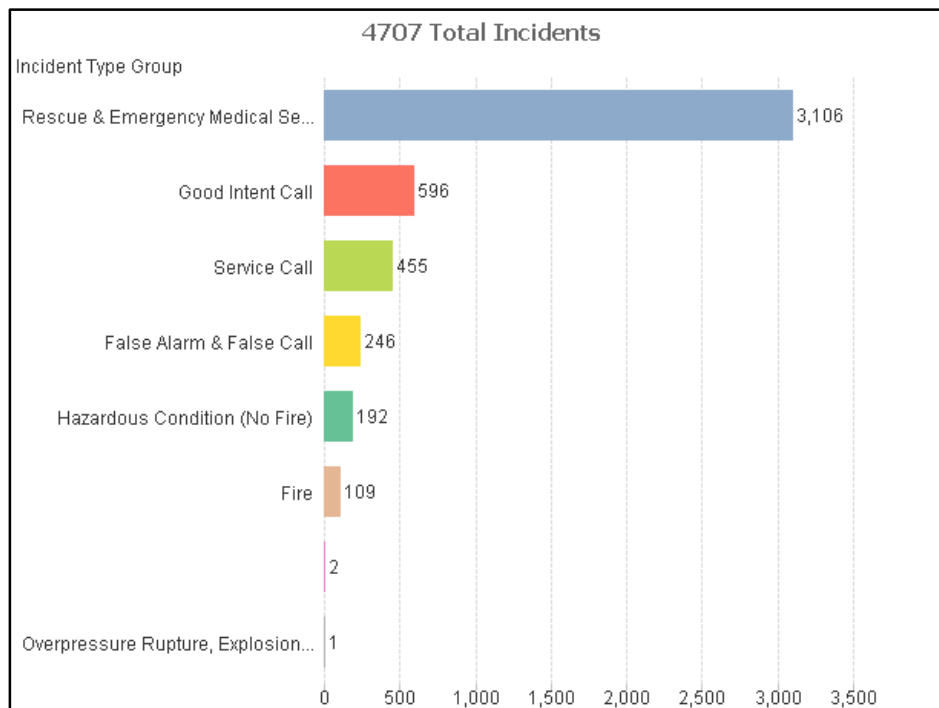
FROM: Jeffrey S. Abbott, Fire Chief

RE: Monthly Report – May 2016

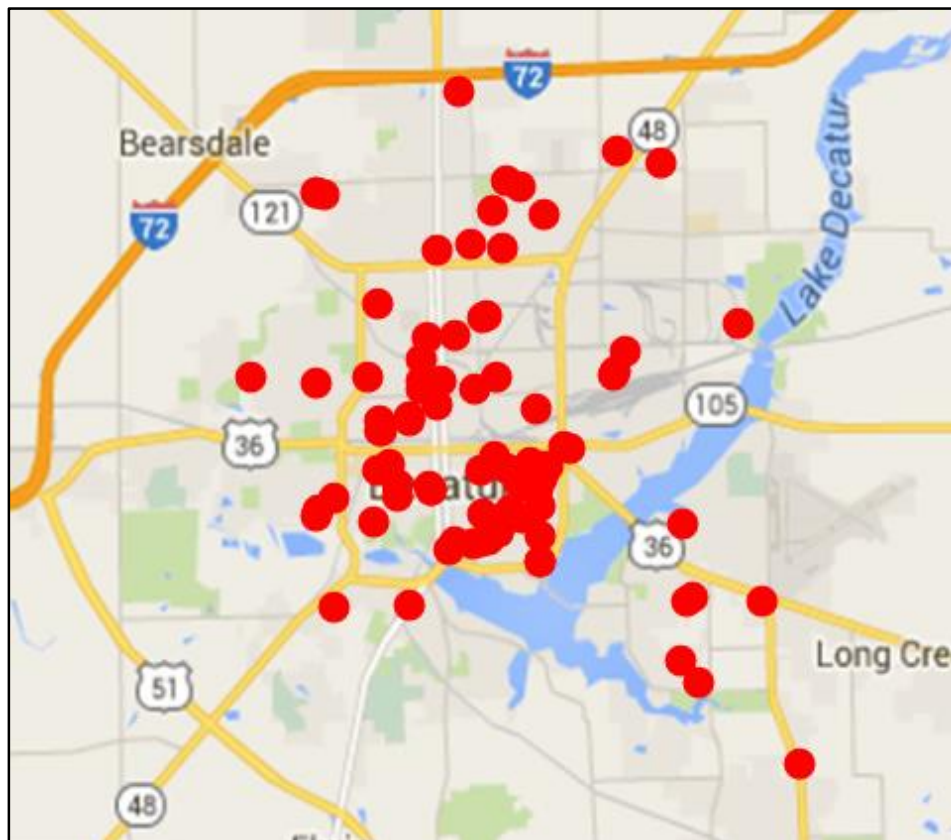
In May, the fire department responded to 910 alarms. The total for the year is 4707 alarms. There were 30 fires in May with 11 of them being structure fires. The department tested 21,200 feet of hose as part of our yearly testing requirement. This insures that the hose operates as expected when used on emergencies. The department is preparing for the upcoming Insurance Services Offices grading in July.



All alarms in 2016 grouped by Type of alarm.



This map indicates where all structure fires have occurred so far in 2016.



Fire Prevention Division

The Fire Prevention Division was busy during the month of May conducting annual Liquor License fire inspections and re-checks logging 108 such inspections. May kept us busy as well with fire scene investigations as we were called out 14 times. 7 fires were classified as accidental, 3 were incendiary and 4 were undetermined. We also conducted 12 plan reviews and completed 11 Key Box installations or removals.

The Great Lakes Dredging Co. asked if we would provide fire extinguisher training for their employees and we completed several sessions of training for them. With the 4th of July just around the corner, Inspector Ball conducted 2 consumer fireworks classes and tests as well as signed off on-site inspections for permitted displays. We completed the final inspection for the new Krekel's just prior to their Grand Opening and will do the same for the new Sonic in early June.

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

Highlights for this month include:

City Clerk's Office

- Preparing the agenda, packet and minutes for two City Council meetings;
- Processing and releasing 15 Freedom of Information Act (FOIA) requests;
- Providing temporary clerical support in another division for an employee on leave;
- Processing 127 liquor license renewals; and
- Issuing two (2) liquor licenses;

Human Resources Division

- Facilitating the monthly meeting of the City's Civil Service Commission;
- Attending monthly Human Relations Commission and Labor/Management meetings;
- Attending the monthly Society for Human Resource Management (SHRM) meeting;
- Conducting interviews for Police Patrol Officer and written testing for Service Worker;
- Conducting interviews and coordinating pre-employment activities for Lake Patrol Persons; and
- Attending a webinar entitled, "Smarter Bargaining in 2016 and Beyond";

MIS Division

- Analyzing opportunities and options for the City Fiber project;
- Working with Laserfiche on server and database migration plan;
- Completing 2 Laserfiche computer based training courses;
- Installing and configuring new City backup and disaster recovery infrastructure;
- Completing MIS portion of Finance Department remodeling with virtual workstations;
- Finalizing and deploying DPD OSSI Crime Analysis Plus for the Crime Analyst;
- Updating GIS with new 2016 aerial photography from the County; and
- Working on the Utility Billing CIS conversion and upgrade project;

Mass Transit System

- Submitting application for designation as a 5310 public agency;
- Arranging for Millikin University parents' tour in June;
- Implementing on-street monitoring of the Paratransit Operation;
- Submitting amendments to the Transportation Improvement Plan; and
- Attending DUATS meeting;

Director's Office

- Participating in the monthly AFSCME labor/management committee meeting;
- Drafting the residency resolution for City Council, and revising policy to reflect the resolution;
- Attending webinars on the future of the public library, MUNIS, smarter bargaining, and ethics;
- Meeting with Police on a personnel matter, and on maintenance of neighborhood cameras;
- Attending the monthly meeting of the Civic Center Board of Directors;
- Attending the annual Chamber of Commerce "State of the City" breakfast; and
- Attending the Central Illinois City Managers' monthly luncheon in Washington, IL.

DECATUR ILLINOIS POLICE DEPARTMENT

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

FROM: James E. Getz, Interim Chief of Police

RE: May 2016 Monthly Report

STAFFING

Sworn Police Officer Staffing

The Decatur Police Department has 163 authorized sworn police positions. At end of May 2016 staffing was at 157. Current staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Interim Police Chief	1	1	1
Deputy Chief	3	3	2
Police Lieutenant	5	5	5
Police Sergeant	17	17	17
Police Patrol Officer	137	134	132
TOTAL	163	160	157

Civilian-Non Sworn Police Staffing: 8

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

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

Emergency Communications/Dispatch Staffing

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

The communications center manager is projecting 52 (4- hour) slots of overtime in June 2016.

PATROL DIVISION

<u>Function</u>	<u>Month</u>	<u>YTD</u>
Community Meetings	2	6
Directed Patrols	61	219
Active Problem Oriented Policing Projects	4	4
Completed Problem Oriented Policing Projects	1	1
Parking Citations	101	481
Criminal Arrests	583	2286
Felony Drug Arrests	28	105
Firearms Seized	14	35
Traffic Citations	798	3499
Field Interviews	137	512
Written Warnings	409	2009
Illegal Sound Amplification Arrests	0	0
Calls for Service/CAD incidents	5065	22622
Unlawful use of Motor Vehicle tows	152	638
Driving Under the Influence Arrests (DUI)	33	148
DUI involving accidents	5	47
Fatal Accidents	3	4
Traffic Accidents	248	1201
Accidents with Personal Injury	47	182
City Ordinances Arrests	34	159

CRIMINAL INVESTIGATIONS DIVISION

Street Crimes: Drug Seizures for the month:

<u>Drug</u>	<u>Amount</u>	<u>YTD Seizure</u>	<u>Street Value</u>
Cannabis	872 grams	25526.5 grams @ \$10-gram	\$255,265
Cocaine-Powder	46grams	1417grams @ \$100-gram	\$141,700
Cocaine-Crack	132 grams	498grams @ \$100-gram	\$49,800
Heroin	7 grams	210grams @ 300-gram	\$63,000
Ecstasy	107 hits	107@ 20 hit	\$ 2,140
Meth	1 grams	248 grams @ 100-gram	\$24,800
K-2	14,680grams	14,709 grams	
Criminal Arrests: 81		YTD: 306	
Search Warrants: 9		YTD: 47	

US Currency Seized: \$34,920	YTD: \$217,735
Firearms seized: 11	YTD: 42
Vehicles seized: 3	YTD: 8
Interdiction Drug Arrests: 8	YTD: 65
Interdiction Wanted Persons Arrests: 0	YTD: 1
Interdiction Narcotic Seizure: 7	YTD: 54
Interdiction weapons seized: 0	YTD: 5
Interdiction Currency Seizure: \$6,950	YTD: \$111,622

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 218	YTD: 979
Cases closed/resolved: 105	YTD: 552
Criminal Arrests: 68	YTD: 322
Homicides: 0	YTD: 2
Infant Death Investigations: 0	YTD: 0
Suicide Detective Investigations: 0	YTD: 3
Missing person Investigations: 9	YTD: 30
Computer forensic Exams: 1	YTD: 118
Sex Offenders Registered: 83	YTD: 369

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

Fugitive Arrests: 46	YTD fugitive arrests: 169
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Freedom of Information (FOIA)

The Professional Standards Unit received 231 Freedom of Information Act requests for the month; **1027** total requests YTD in 2016.

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

Engineering:

7th Ward Sewer Rehabilitation: This project is currently under design by BGM & Associates.

The condition is considerably worse than originally estimated in the master plan 5 years ago.

The City Council approved an ordinance to take out a low interest loan from the Illinois Pollution Control Board for the project. The project should be ready to bid this fall with the possibility of construction beginning late this year or early 2017.

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

2016 State MFT Street Improvement Projects: The Public Works Department has prepared the 2016 project using City generated MFT funds. The project manual was submitted to IDOT for review at the end of April, comments have been received and are being addressed.

2016 City MFT Street Improvement Project: The 2016 street rating work has been completed and the design is being prepared for the recommended streets.

Mound Road / Spring Creek Bridge (East): This project was designed by Chastain & Associates. This was on the April 22, 2016, IDOT bid letting. Bids exceeded the Engineer's Estimate but appear to be reasonable. Council approved additional funds on May 16 in order for the project to proceed. Construction should begin this summer and be completed in December.

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

Sewer Televising: 12,676 feet of sewers were televised. 35 special inspections / investigations were preformed.

Contract Sewer Cleaning: 3,632 feet of sewers were cleaned.

MUNICIPAL SERVICES MONTHLY DATA 5/1/16 –5/31/16

TASKS	QUANTITY	MANHOURS	OTHER INFO
Mowing City ROW	N/A	273 hours	
Mowing Violations	297	335 hours	
Violation Abatements	22	56 hours	
Sanitary Sewer Derooting	17,658 lineal feet	83 hours	
Cleaning Medians	N/A	573.5 hours	
Potholes Repaired	5,853 each	382 hours	
72 Hour Cleanups	60 each	278 hours	

Department of Water Management
May 2016
Monthly Report

2015 Annual Water Main Replacements: Burdick Plumbing & Heating replaced 6,840 feet of water main on St. Louis Bridge Road and portions of the Forest Crest subdivision. The project is 99% complete and scheduled for completion in June.

2016 Annual Water Main Replacements: This year's project will replace 1.34 miles of deteriorating water main on East Cantrell Street. Bids were advertised on May 26 with an opening date of June 22. A construction bid recommendation will be presented to the City Council on July 18.

Energy and Water Efficiency Services Agreement: Johnson Controls and City staff have completed 99.06% of the 31,399 water meter replacements and upgrades (excluding 1,131 inactive customer accounts and 17 upgrade refusal customers). HVAC energy efficiency improvements at several City facilities are complete except for the South Water Treatment Plant. Lighting efficiency improvements at several City facilities, South Water Treatment Plant SCADA upgrades and the advanced water metering infrastructure system have also been completed.

Lake Decatur Dam Emergency Response Plan: Hanson Professional Services continued flood hydrograph, hydraulic and RAS modeling for the plan. A second project progress meeting is anticipated to be held in June or July.

Lake Decatur Dredging Basins 1 through 4: Great Lakes Dredge & Dock resumed dredging in Big Creek basin and continued mobilizing equipment for Sand Creek basin. Since dredging began in November 2014, 30% of the 10,736,733 cubic yards of sediment to be removed has been dredged from the lake, which is 16 days of additional water supply.

Lake Decatur Landscape Maintenance: Sky's the Limit Tree Service began tree and brush removal on the south sides of the US 36 Bridge abutments over Lake Decatur on May 25.

Lake Services: Staff continued maintaining and repairing equipment, dock inspections, mowing operations and barge deliveries to homeowners for shoreline maintenance. Lake Patrol began first and second shift operations.

Nelson Park Basin Marina Management: Discussions continued between the City and Park District on how to best manage marina operations for the long term.

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

South Water Treatment Plant East Clarifiers to Claricones Conversion: Crawford, Murphy & Tilly (CMT) completed 30% of the engineering and design work and began the State Revolving Fund loan work for this project.

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

Water Distribution System Leak Detection Survey and Repair: ADS LLC competed this year's survey in May. City staff continued repairing leaks detected last year and this year in priority order.

Water Production: Lake Decatur was maintained at an average level of 99% full, which is normal for the month. 583.01 million gallons of potable water were pumped to customers which is a 1.4% decrease compared to May 2015. Spring washout of the South Water Plant's clarifiers was completed.

Water Services: Staff repaired 5 water main breaks, inspected 148 water control valves, replaced 2 hydrants, completed 1,050 billing service orders and 105 distribution system service orders.

William Street & South Water Treatment Plant Reservoir Rehabilitation: DN Tanks began exterior cleaning, maintenance and protective coating application to the William Street reservoir. Interior cleaning, inspection and work on the SWTP reservoir are scheduled for June. Millikin University's graphic arts class created exterior coating designs for the South Water Treatment Plant reservoir. A design will be selected in June for City Council consideration.

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

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