



**Monday, June 6, 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 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

IV. Approval of Minutes

Minutes of May 16, 2016 City Council Meeting and April 27, 2016 Special City Council and Decatur Park District Joint Meeting

V. Unfinished Business

VI. New Business

1. Proclamations and Recognitions
2. Decatur Public Library Presentation
3. Resolution Authorizing Annual Service Agreement with SunGard Public Sector, Inc. - OSSI - Decatur Police Department
4. Ordinance Rezoning Property 2005 East Olive Street from M-1 Intense Commercial/Light Industrial District to M-2 Heavy Industrial District
5. Ordinance Annexing Territory--1415 North Sunnyside Road
6. Resolution Accepting the Bid of Bob Ridings, Inc., Decatur, IL, for the Purchase of One (1) 2016 Ford F-250 Pick-Up with Snow Plow
7. Resolution Accepting the Bid and Authorizing the Execution of a Contract for 2016 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2016-09
8. 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
9. 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
10. Ordinance Authorizing the City of Decatur of Macon County, Illinois to Borrow Funds from the Water Pollution Control Revolving Loan Fund
11. 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
12. Resolution Authorizing Acceptance of Deed and Transfer of Property Located at 825 North Lowber Street, Decatur, Illinois
13. 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. Receiving and Filing Preliminary and Final Plats - Mountain Harbor/Mueller Heights 200-300 Blocks Mueller Court
- C. Resolution Regarding Temporary Closing of State Rights-of-Way Community Events - Rodney T. Miller Lakeside Triathlon
- D. Resolution Regarding Temporary Closing of State Rights-of-Way - Community Events - Firecracker Road Run
- E. Resolution Regarding Temporary Closing of State Rights-of-Way Community Events - Annual Shoreline Classic
- F. Resolution Authorizing Agreement for Lobbying Services - Curry and Associates L.L.C.
- G. Resolution Ascertaining Prevailing Rate of Wages for Construction of Public Works by Contract
- H. Ordinance Amending City Code Chapter 52 - Alcoholic Liquor
- I. Resolution Approving Appointment - Library Board
- J. Resolution Approving Appointment - Library Board
- K. Resolution Approving Appointment - Library Board

VII. Other Business

VIII. Recess to Study Session

Video Gaming

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 - April Progress Report Lake Decatur Dredging Basins 1-4 & Oakley Sedimentation Basin Rehabilitation City Project 2013-14

Council Information - 2015 Annual Guardrail Replacement Project, City Project 2015-27

Council Information - South Water Treatment Plant Concrete Repairs Project,

CITY COUNCIL MINUTES

Monday, May 16, 2016

On Monday, May 16, 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 Pat McDaniel, Dana Ray, Jerry Dawson, Bill Faber, Chris Funk, and Lisa Gregory. Seven members present. Mayor Julie Moore Wolfe declared a quorum present.

City Manager Tim Gleason attended the meeting as well.

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

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

Judy Parish with the Community & Environmental Council spoke about the restoration of the Lincoln Trail Homestead State Park and Memorial and upcoming events.

Russell Shulke read a statement regarding the Decatur Public Library purchasing the vacant Sears building downtown.

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

1. Resolution to Authorize an Agreement with Bainbridge, Gee, Milanski & Associates, Inc. to Design Improvements to the Shore Oak & Forest Green Pump Stations, City Project 2016-02
2. Resolution to Authorize a Three Year Agreement with Bainbridge, Gee, Milanski & Associates, Inc. to Provide General Engineering Services for the Sanitary Sewer System, City Project 2016-05
3. Ordinance Authorizing Loan Agreement to borrow funds from Water Pollution Control Loan Program to cover Engineering and Construction costs associated with Rehabilitation of the 7th Ward Sewer, City Project 2015-07
4. Resolution Authorizing an Engineering Services Agreement with BGM to Provide Construction Engineering & Resident Inspection Services for the Rehabilitation of the 7th Ward Sewer, City Project 2015-07
5. Resolution to Accept Bids and Execute a Contract for the 2016 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2016-09
6. Resolution accepting Bid for Training Tower Door and Stair Project Decatur Fire Department
7. Ordinance Annexing Territory – 1415 North Sunnyside Road

8. Resolution Accepting the Bid of Bob Brady Auto Mall, Decatur, IL, for the Purchase of One (1) 2016 Dodge Ram 2500, Heavy Duty ¾ Ton Pick-Up with Snow Plow
9. Resolution Authorizing Agreement Between Non-Profit and City of Decatur for CDBG Education Funding
10. Resolution Authorizing Agreement for Lobbying Services – Curry and Associates LLC
11. Resolution Ascertaining Prevailing Rate of Wages for Construction of Public Works by Contract
12. Resolution Authorizing Annual Service Agreement with SunGuard Public Sector, Inc. – OSSI – Decatur Police Department

The minutes of May 2, 2016 City Council meeting were presented. Councilman Jerry Dawson moved the minutes be approved as written; seconded by Councilman Pat McDaniel, and on call of the roll, Councilmen Pat McDaniel, Dana Ray, Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory 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.

Proclamations and Recognitions:

Mayor Julie Moore Wolfe and Linda Hasenmyer with Sister Cities presented student ambassadors Krista Horn, Melanie Baum, and Alexis Edwards with a certificate and Stephen Decatur medallion. Student ambassador Savannah Shaffer was not able to attend the meeting. The student ambassadors will travel to Seevetal, Germany this summer.

Decatur Municipal Band President Steve Schepper gave a presentation on the Decatur Municipal Band's conception. This June marks the Municipal Band's 159th season.

Conductor Jim Culbertson spoke about the Municipal Band's loyal audiences, the internship program, and talented musicians. Mr. Culbertson shared information about the band's summer schedule.

R2016-49 Resolution Regarding Residency within the Corporate Limits of the City of Decatur for Individuals Employed by the Municipal Corporation, was presented.

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

Councilman Chris Funk had concerns about the candidate pool and the ability to attract the best candidates. He was concerned the Resolution was overly restrictive.

Russell Shulke asked if the City could set up a contract just for the new employees. Mayor Julie Moore Wolfe said it was complex because the City is dealing with public employee unions.

Councilman Jerry Dawson said the Resolution is strictly for new employees and understands the City has to bargain with unions.

Lloyd Holman said the City needed every employee they could get living within the City.

James Taylor said first responders needed to live in the City.

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

R2016-50 Resolution to Appropriate Additional Motor Fuel Tax Funds for the Mound Road Bridge over Spring Creek East Project by Municipality under the Illinois Highway Code, City Project 2013-25, was presented.

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

Public Works Director Rick Marley recommended going forward with the increase in the Motor Fuel Tax appropriation of \$200,000. Councilman Pat McDaniel requested new Council members be given a list of the bridges the City is responsible for.

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

R2016-51 Resolution to Appropriate Additional Motor Fuel Tax Funds for Microsurfacing of Streets and Highways by Municipality Under the Illinois Highway Code, City Project 2015-24, was presented.

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

Public Works Director Rick Marley explained the appropriation of Motor Fuel Tax Funds is cash flow and as the City pays contractors for work done, the City will immediately bill the surrounding communities. Councilman Jerry Dawson asked when the Greendale project will take place. Public Works Director Rick Marley said it was expected to start in early June and finish in early July.

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

R2016-52 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Microsurfacing Contractors, LLC for Microsurfacing, City Project 2015-24, was presented.

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

Public Works Director Rick Marley explained microsurfacing is an excellent preventative maintenance technique for pavements.

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

R2016-53 Resolution to Appropriate Motor Fuel Tax Funds for Lighting Component Replacement on U.S. Route 36 Bridge over Lake Decatur by Municipality under the Illinois Highway Code, City Project 2015-01, was presented.

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

Public Works Director Rick Marley said the project is to rehabilitate the lights on the bridge. The project is not connected to the Decatur Park District's proposed lighting of the bridges presented at the Special Joint City Council and Decatur Park District meeting.

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

R2016-54 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Bodine Electric of Decatur for Bridge Lighting Replacement, City Project 2015-01, was presented.

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

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

abstained. Six ayes; one abstention. Mayor Julie Moore Wolfe declared the motion carried.

R2016-55 Resolution Authorizing Approval of Quote of Presidio (Formerly Netch Corporation) for Citywide Voice (Phone System) Upgrade, was presented.

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

Councilman Chris Funk inquired about the useful life of the system. MIS Manager Jim Edwards explained the maintenance costs going forward would be approximately \$1,500 a year. There would be a savings, but it is based on the calls made. Councilman Chris Funk asked if the City would be paying more in the future for the system. MIS Manager Jim Edwards said the current system has reached its age and the new system gives the City opportunities to deliver phone services at a lower cost.

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

R2016-56 Resolution Authorizing Approval of Capital Lease with Presidio Technology Capital for Citywide Voice (Phone System) Upgrade, was presented.

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

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

R2016-57 Resolution Authorizing Contract, Single Stream Recycling Program, Midwest Fiber Inc., 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 success of the recycling program and the proposed five year agreement based on the value of the materials. Councilman Jerry Dawson asked if it would be better to have a shorter contract in case some of the prices change. Assistant City Manager Billy Tyus explained there is a cap on the amount the City would pay. Councilwoman Dana Ray asked if the City had reimbursed the Water Fund for the receptacles. Assistant City Manager Billy Tyus said it would be paid by 2017.

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

R2016-58 Resolution Authorizing City Manager to Execute a Contract with MidAmerican Energy Services, LLC, for Electricity Supply Services, was presented.

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

City Manager Tim Gleason announced Item No. 13, Resolution Authorizing City Manager to Execute a Contract with Illinois Power Marketing d/b/a Homefield Energy for Electricity Supply Services and Item No. 14, Resolution Authorizing City Manager to Execute a Contract with Constellation Energy Services, Inc. for Electricity Supply Services were pulled because the contract with MidAmerican Energy Services is proposed by staff for Council approval.

CQI, Associates, Principal Richard Anderson gave an overview of the previous agreements with the City and explained the reason for the rate increase is because the state utility commission and the basic utility grid in October 2015 passed a capacity rate increase to all rate payers. Even though a \$153,000 increase is significant from where we have been, the increase is warranted and merited mainly because of the regulatory increase. Councilman Pat McDaniel asked if the Clinton Power Plant closes will it have any effect on the rates. Mr. Anderson said the problem in Illinois is the system capacity. Illinois is trying to add capacity to the system and pass the cost on to the rate payers. Councilman Chris Funk asked Mr. Anderson to explain state mandated increase rate for capacity. Mr. Anderson said basically when someone demands energy to do work, there needs to be enough reserve capacity in the system to meet their needs, so everyone has to pay a kilowatt charge a reserve every month.

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

The Clerk read Items A – C

A. Receiving and Filing of Minutes of Boards

B. R2016-59 Resolution Approving Appointments to Human Relations Commission

C. 2016-27 Ordinance Authorizing Consumption of Alcoholic on Public Rights-of-Way – Decatur Celebration, Inc. – French Fried 5k & Street Party

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

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

This being the time set aside for Other Business, and there being none, Mayor Julie Moore Wolfe called to Recess to a Study Session for the Treasurer's Financial Report.

Councilman Jerry Dawson moved to recess to Study Session; seconded by Councilman Pat McDaniel.

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

Comptroller Melinda Hawbaker gave the Treasurer's Financial Report.

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

Council went into Closed Executive Session at 6:57 p.m.

There being no further business, Councilman Chris Funk 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 7:53 p.m.

Approved _____
Debra G. Bright
City Clerk

SPECIAL CITY COUNCIL and DECATUR PARK DISTRICT MEETING MINUTES
Wednesday, April 27, 2016

On Wednesday, April 27, 2016, the City Council and Decatur Park District of the City of Decatur, Illinois, met in a special meeting at 5:30 p.m., at the Scovill Golf Course Banquet Center, 3909 West Main Street, Decatur, Illinois.

Mayor Julie Moore Wolfe presided; together with her being Councilmen Chris Funk, Lisa Gregory, Pat McDaniel, Jerry Dawson, Bill Faber, President Jack Kenny, Vice President Bob Brilley, Commissioners Chris Harrison, Chris Riley, and Stacey Young; Councilwoman Dana Ray was absent from the meeting. Eleven members were present and one member was absent. Mayor Julie Moore Wolfe declared a quorum present.

City Manager Tim Gleason, City Corporation Counsel Wendy Morthland, City Clerk Debra Bright, Executive Director Bill Clevenger, Decatur Park District Attorneys Ed Flynn and Ed Booth attended the meeting as well.

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

Councilman Jerry Dawson moved to recess to Study Session for the purpose of a discussion regarding Lakeshore Landing Project in Nelson Park, Lakefront Development, and Intergovernmental Cooperation Agreement; seconded by Councilman Pat McDaniel. On call of the roll, Councilmen Chris Funk, Lisa Gregory, Pat McDaniel, Jerry Dawson, Bill Faber, Mayor Moore Wolfe, President Jack Kenny, Vice President Bob Brilley, Commissioners Chris Harrison, Chris Riley, and Stacey Young voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe thanked everyone for coming and explained the City Council and Decatur Park District wanted to take this time to share where the lakefront development is and where the development is going. With the City Council and Decatur Park District's collaborated efforts their hope is to save the community money.

President Jack Kenny introduced Greg Weykamp, Principal/President of Edgewater Resources, LLC. Mr. Weykamp gave an overview of the start of the lakefront development. Community input has been the groups focus from the beginning. The plan includes Overlook Mini Golf courses, batting cages, high rope courses, and a water park someday. We need to work together to get the grants back on track and moving again for the future amphitheater. Other designs include ADA fishing and boating accessibility, lighting up the bridges, and creating a path all around the lake. The dog parks, disc golf, Pier 36, Beach House renovations, waterfront entertainment district, new restaurants, and new docks will make the lakefront become a real destination place. Chandler Cove is an initial development project and will be restarted again. The dredging of the lake is transforming the area into a boating destination.

President Jack Kenny wanted everyone to be aware that progress has been made.

Mayor Julie Moore Wolfe asked Mr. Weykamp if he could suggest ways to get the funds to pay for the development. Mr. Weykamp said everyone is going to have to come together. He suggested pushing forward with the private/public sectors and partnerships.

Vice President Brilley said the development had come a long way and needed the public input as the design continued.

Stacey Young asked with the current economic situation and what they want to accomplish that would benefit the City, Park District and public what would be the priority. Mr. Weykamp said the dredging has its own funding and will continue. The most transforming would be the amphitheater. If we could get the grant rolling again, it would be a really big deal. The ropes course is a great destination. The next phase of the marina is critical. Get the boat docks up to current code and get Chandler Cove going again.

Commissioner Chris Harrison explained that when the State money was halted, the Park District couldn't spend money either and that is why we are pursuing a waiver.

Councilman Pat McDaniel said the key is to get private developers involved. Look at priorities. Look at what can be done at little costs to bring people to the lake. We don't want to lose long time boat clubs.

Mr. Weykamp explained they don't want to displace a single boater but the boat docks have to be brought up to code.

Councilman Jerry Dawson is excited about the project and would like to do what they can with the resources they have.

Councilwoman Lisa Gregory thanked the Park District and Cindy Deadrick Wolfer for giving Decatur a lot of great places to enjoy. Councilwoman Lisa Gregory has heard from the boaters and they are concerned on how the boat docks will be handled. The only thing she seen different was the lighting of the bridges and anything that can be done to light those bridges up would be nice. She would like to see low costs and high impact.

Councilman Chris Funk asked if the housing plan wasn't dense enough. Mr. Weykamp said the number of units wasn't enough to make the impact needed to get that critical mass of residents needed down there. Councilman Chris Funk had concerns about the City's decreasing population and having demand for the housing units.

Mr. Weykamp said that is why it is important to go back and talk to the developers and get their input.

City Manager Tim Gleason explained that in 2015 the City decided to not advance any more boat dock construction and we knew that we wanted to get the elected officials together to give him and Executive Director Bill Clevenger direction on where they wanted them to take the lake front development. The City contributions to date is nearly \$1.3 million in a three year period and the City took last year off. There has been substantial development. City Manager Tim Gleason said this may be an opportunity to ask the developers again to see what interest there might be in Chandler Cove. There are ADA and safety considerations for the existing boat docks that have not been explored.

Executive Director Bill Clevenger took a look back 2010 - 2011 when two elected boards sat down together and tackled the issue together in a cooperative and collaborative manner. The development is a community opportunity for local people to come and enjoy and for people from other communities to come to Decatur and enjoy our lake.

Citizen comments:

Joel Hart asked how many boat slips were rented at the new docks. Executive Director Bill Clevenger said about half of the boat docks for the upcoming season.

Mark Carter asked if the boat clubs were going to have to have their boat docks ADA compliant. Mayor Moore Wolfe said yes. The lake shore is a public body and the boat docks have to be compliant. Mark Carter asked what the time frame was to get up to code. Corporate Counsel Wendy Morthland there is no time frame to be in compliance with the law. You need to be compliant and how the City will deal with that is to be determined.

Councilman Pat McDaniel said the City needs to come up with the standard of what essential things have to be done.

Corporation Counsel Wendy Morthland explained the City could not give the boat clubs time to be in compliance and hope that avoids the City's liability.

Mike Barber said the Decatur Boat Club was in the middle of an \$8,000 update. Members had heard rumors the City was going to do away with the boat clubs. Mr. Barber asked if the City was to take the boat docks out.

Mayor Julie Moore Wolfe said the City Council had not come to terms with that. The Council wants the boat clubs to stay active. The City has a responsibility to become ADA compliant. The City wants to do what is best for everybody.

Councilman Pat McDaniel asked if boat clubs will be able to keep their privacy. Executive Director Bill Clevenger said the Park District docks have a gate so anybody who rents a dock has access to that gated area. The water's edge would be accessible to walk all away around. The boat dock concept was never to eliminate boat clubs it was simply to create docking areas where boat clubs could stay together.

Greg Weykamp suggested developing a transition plan and working with the boaters.

A citizen said he didn't understand why the Park District closed part of Lake Shore Drive along Nelson Park. Greg Weykamp explained the decision came about from the Masterplan and people driving too fast through the Nelson Park area.

Vice President Bob Brille explained a traffic study was done and there were safety issues.

Cindy Deadrick Wolfer said this is an opportunity for Decatur to make a quality of life impact by providing the things this lakefront can for this community and an economic opportunity by bringing people into this community. The development is also a health issue for people who need to be using the parks. Cindy Deadrick Wolfer requested both boards to come up with the resources to hire a person who everyday goes out and tries to sell the lakeshore landing and find the revenue to pay for the development.

Tim Dudley suggested to jump start the lakefront project and get it back on track we need 72 community leaders plus others to form a coalition and get the grant money released from the State.

Jim Taylor suggested installing speed bumps along Lake Shore Drive where the road is closed and make the road available to vehicles again.

President Jack Kenny said he hoped the community appreciates the fact the City and Park District are trying to work together for the good of the City.

Mayor Julie Moore Wolfe said there are a lot of opportunities to collaborate and work together.

There being no further business, Councilman Pat McDaniel moved the special meeting be adjourned; seconded by Councilman Jerry Dawson, and on call of the roll Councilmen Funk, Gregory, McDaniel, Dawson, Faber, Mayor Julie Moore Wolfe,

President Jack Kenny, Vice President Bob Brilley, Commissioner Chris Harrison, Chris Riley, Stacey Young voted aye. The Mayor declared the special meeting adjourned at 7:22 p.m.

Approved _____
Debra G. Bright
City Clerk

Police Department

DATE: 5/25/2016

MEMO: 16-36

TO: The Honorable, Mayor Julie Moore Wolfe
Council Members

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

SUBJECT: The purpose of this memorandum is to request the expenditure of funds to SunGard Public Sector for the OSSI annual service agreement.

SUMMARY RECOMMENDATION: It would be the recommendation of staff that the annual SunGard Public Sector OSSI maintenance agreement, at a total cost of \$130,740.22, be paid. The agreement would be paid out as follows according to the Intergovernmental Agreement currently in place: \$126,765.72 from Decatur Police Communications line item and \$3,974.50 from Decatur Fire Department line item. The Decatur Police Department will then receive contractual reimbursement from Macon County in the amount of \$20,447.77 and from the Village of Mt. Zion in the amount of \$2,915.51, for their respective contractual percentage shares.

BACKGROUND: The City of Decatur signed an annual maintenance agreement with SunGard Public Sector on June 3, 2013 for the commencement date of June 1, 2013 and expiring on May 31, 2014. The SunGard Maintenance agreement provides service and maintenance to the baseline software identified in Exhibit 1 of the software maintenance agreement. The contract now needs renewed for the period covering June 1, 2016 through May 31, 2017.

PRIOR COUNCIL ACTION: Prior Council action has approved similar requests for prior years. Renewal in 2015 was approved under Council Resolution R2015-66.

POTENTIAL OBJECTIONS: No objections are anticipated.

STAFF REFERENCE: James E. Getz Jr., Interim Chief of Police 424-2745, jgetz@decaturil.gov and David T. Dickerson, Deputy Chief of Police 424-2740, ddickerson@decaturil.gov

BUDGET/TIME IMPLICATIONS: The costs for this renewal have been budgeted in the 2016 fiscal year.

ATTACHMENTS:

Description

SunGard OSSI Resolution
SunGard OSSI Agreement
Interagency Agreement
SunGard Invoice

Type

Resolution Letter
Backup Material
Backup Material
Backup Material

RESOLUTION NO. R2016-_____

**RESOLUTION AUTHORIZING ANNUAL SERVICE
AGREEMENT WITH SUNGARD PUBLIC SECTOR, INC. – OSSI
DECATUR POLICE DEPARTMENT**

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

Section 1. That the invoice presented to the City Council herewith with SunGard Public Sector, Inc. regarding OSSI (OneSolution) Software Annual Maintenance for Decatur Police Department Emergency Communications Center be, and the same 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 said Purchase Order on behalf of the City of Decatur to SunGard Public Sector, Inc. in an amount not to exceed \$130,740.22 for the period of June 1, 2016 and expiring May 31, 2017.

PRESENTED and ADOPTED this Sixth day of June, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

CUSTOMER NO. _____; CONTRACT NO. 111267

SOFTWARE LICENSE AND SERVICES AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation

with headquarters at:

1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

City of Decatur
333 S. Franklin Street
Decatur, IL 62523

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

The terms and conditions contained in this Agreement, including prices, will be honored as set forth herein, provided the Agreement is fully executed and delivered by December 30, 2011.

City of Decatur

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

SunGard Public Sector Inc.

BY: _____

PRINT NAME _____

AND TITLE: _____

DATE SIGNED: _____

Christian Coleman

VP and Controller, SunGard Public Sector Inc

THIS AGREEMENT is made between SunGard Public Sector Inc. and Customer as of the Execution Date. The parties agree as follows:

1. Definitions.

"Baseline" means the general release version of a Component System as updated to the particular time in question through both SunGard Public Sector's warranty services and SunGard Public Sector's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of SunGard Public Sector includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Delivery Address" means the Customer shipping address set forth in Exhibit 1 as the Delivery Address.

"Delivery Date" means, for each Component System, the date on which SunGard Public Sector first ships the Component System to the Delivery Address F.O.B. SunGard Public Sector's place of shipment.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Defect" means a material deviation between the Baseline Component System and its documentation, for which Defect Customer has given SunGard Public Sector enough information

to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Exhibits."

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in Exhibit 1.

"Customer Employees" means: (i) Customer's employees with a need to know; and (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by SunGard Public Sector, and who, prior to obtaining access to the Software, have executed a SunGard Public Sector-approved non-disclosure agreement.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information

pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

2. Right to Grant License and Ownership. SunGard Public Sector has the right to grant Customer this license to use the Software. Except as otherwise indicated in a Software Supplement, SunGard Public Sector owns the Software.

3. License. Subject to the terms and conditions of this Agreement, SunGard Public Sector grants Customer a perpetual, non-exclusive, non-transferable license to use and copy for use the Software on the Equipment within the United States of America for Customer's own, non-commercial computing operations. Any rights not expressly granted in this Agreement are expressly reserved.

(a) Source Code. SunGard Public Sector has placed the Source Code for those SunGard Public Sector-proprietary (as opposed to third party-owned) Component Systems identified in Exhibit 1 in escrow with Iron Mountain Intellectual Property Management ("Iron Mountain") pursuant to a Source Code Escrow Agreement between Iron Mountain and SunGard Public Sector ("Escrow Agreement"). SunGard Public Sector updates such Source Code escrow deposits at least one a calendar year. Such Source Code will only be made available on the release terms of the Escrow Agreement, and only to those SunGard Public Sector licensees that have elected to be named "Preferred Beneficiaries" under the Escrow Agreement by executing a Preferred Beneficiary Acceptance Form and paying Iron Mountain the beneficiary fee specified by Iron Mountain (as of the Execution Date, approximately \$700 per year). SunGard Public Sector will provide Licensee with a copy of the Preferred Beneficiary Acceptance Form at Licensee's request.

(b) Object Code. Customer has right to use the Software in Object Code form. Customer also has the right to use the Software in Object Code form temporarily on another SunGard Public Sector-supported configuration, for disaster recovery of Customer's computer operations.

(c) Documentation. Except as otherwise provided for in the applicable Software

Supplement, Customer can make a reasonable number of copies of the documentation for each Component System for its use in accordance with the terms of this Agreement.

(d) Restrictions on Use of the Software. Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Software. Customer is prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Customer will not allow the Software to be used by, or disclose all or any part of the Software to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Software by third parties on a strict "need to know" basis, and such use will not be deemed a non-permitted disclosure of the Software. Customer will not allow the Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining SunGard Public Sector's prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

(e) Intellectual Property Rights Notices. Customer is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that SunGard Public Sector otherwise provides with the Software. Customer must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Customer makes of the Software.

4. Services.

(a) Generally. SunGard Public Sector will provide Customer with the information services identified in Exhibit 1, for the fees provided in Exhibit 1.

(b) Additional Services. SunGard Public Sector can also provide Customer with additional information services, at SunGard Public Sector's then-current rates, or at such other rates as are agreed to by the parties in an amendment to this Agreement.

(c) Workmanlike Skills. SunGard Public Sector will render all services under this Agreement in a professional and workmanlike manner. SunGard Public Sector will promptly

replace any SunGard Public Sector personnel that are rendering services on-site at a Customer facility if Customer reasonably considers the personnel to be unacceptable and provides SunGard Public Sector with notice to that effect, provided that such replacement does not violate any law or governmental regulation applicable to such personnel replacement.

(d) Conditions On Providing Services. In each instance in which SunGard Public Sector is providing Customer with services, SunGard Public Sector and Customer will develop a project plan that identifies each party's responsibilities for such services. The project plan will describe in detail the tentative schedule and the scope of services that SunGard Public Sector will provide. Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer must assign a project manager who will assume responsibility for management of the project. Customer must ensure that the Equipment is operational, accessible and supported at the times agreed to by the parties in the project plan. While SunGard Public Sector is providing such services, Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations, including remote access to the Equipment.

5. Delivery. Except as otherwise provided in Exhibit 1, SunGard Public Sector will deliver all Component Systems to Customer at the Delivery Address.

6. Payment and Taxes.

(a) Payment.

(i) License Fees. Fees for the Software will be due to SunGard Public Sector as provided for in Exhibit 1.

(ii) Professional Services Fees. Except as otherwise provided in Exhibit 1, fees for professional services will be invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of invoice. Customer will reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with services under this Agreement. Such travel and living expenses will be governed by SunGard Public Sector's Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in

arrears and due within thirty (30) days from the date of invoice.

(iii) Late Charge. SunGard Public Sector will have the right to charge a late fee to the extent that payment is received later than thirty (30) days from the date of invoice. Late fees will be calculated based on a per annum rate equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); and (ii) the highest rate permitted by applicable law, and will be payable to SunGard Public Sector on demand.

(b) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Software, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

(c) Scheduled Resource Changes: For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

7. Limited Warranty, Disclaimer of Warranty and Election of Remedies.

(a) Limited Software Warranty by SunGard Public Sector and Remedy For Breach. For each Component System, SunGard Public Sector warrants to Customer that, for a period of twelve (12) months after the Delivery Date, the Baseline Component System, as used by Customer on the Equipment for its own, non-commercial computing operations, will operate without Defects. For each Defect, SunGard Public Sector, as soon as reasonably practicable and at its own expense, will provide Customer with an avoidance procedure for or a correction of the Defect. If, despite its reasonable efforts, SunGard Public Sector is unable to provide Customer with an avoidance procedure for or a correction of a Defect, then,

subject to the limitations set forth in Section 16 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and SunGard Public Sector's sole obligations for breach of this limited warranty are contained in this Section 7(a).

(b) Disclaimer of Warranty. The limited warranty in Section 7(a) is made to Customer exclusively and is in lieu of all other warranties. **SUNGARD PUBLIC SECTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE SOFTWARE, IN WHOLE OR IN PART. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. CUSTOMER WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(A) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

(c) Abrogation of Limited Warranty. The limited warranty in Section 7(a) will be null and void if: (i) anyone (including Customer) other than SunGard Public Sector modifies the Baseline Component System; or (ii) Customer does not implement changes that SunGard Public Sector provides to correct or improve the Baseline Component System. If despite any modification of the Component System, SunGard Public Sector can replicate the reported problem in the Baseline Component System as if the problem were a Defect, then SunGard Public Sector will nonetheless provide Customer with an avoidance procedure for or a correction of that reported problem for use in the Baseline Component System as though the reported problem were a Defect.

(d) FAILURE OF ESSENTIAL PURPOSE. **THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS**

AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER CUSTOMER HAS ACCEPTED ANY SOFTWARE OR SERVICE UNDER THIS AGREEMENT.

8. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity.

9. Indemnity by SunGard Public Sector. SunGard Public Sector will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs because of a claim that use of a Baseline Component System infringes any United States copyright of others. SunGard Public Sector's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify SunGard Public Sector of any such claim; (ii) Customer must in writing grant SunGard Public Sector sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice SunGard Public Sector's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Customer must cooperate with SunGard Public Sector to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by SunGard Public Sector in writing as necessary for use with the Software) from the use or combination of products provided by SunGard Public Sector with items provided by Customer or others. If any Component System is, or in SunGard Public Sector's opinion is likely to become, the subject of a United States copyright

infringement claim, then SunGard Public Sector, at its sole option and expense, will either: (A) obtain for Customer the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer the portion of the license fee paid to SunGard Public Sector for the Component System(s) giving rise to the infringement claim, less a charge for use by Customer based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS SUNGARD PUBLIC SECTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

10. Term and Termination.

(a) Right of Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to SunGard Public Sector of a suspected Defect will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Agreement by either party, Customer will promptly return to SunGard Public Sector or (at SunGard Public Sector's request) will destroy all copies of the Software, and will certify to SunGard Public Sector in writing, over the signature of a duly authorized representative of Customer, that it has done so.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this

Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

12. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

13. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SunGard Public Sector's assignment of this Agreement to any person or entity to which SunGard Public Sector transfers any of its rights in the Software.

14. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of Florida, without

reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

16. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE SOFTWARE, ANY SERVICES, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEE THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN EXHIBIT 1, THE FEE REASONABLY ASCRIBED BY SUNGARD PUBLIC SECTOR) FOR THE COMPONENT SYSTEM OR SERVICES GIVING RISE TO THE LIABILITY.

(b) EXCLUSION OF DAMAGES. REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF

CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

EXHIBIT 1

Customer: City of Decatur, IL

Delivery Address: 333 S. Franklin Street, Decatur, IL 62523

SOFTWARE^{1, 2, 3}:

Qty	Part #	Component System	License Fee
		CAD	
1	CAD-T3	BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3	\$ 69,550.00
1	CAD-E911	E911 INTERFACE MODULE ¹	5,500.00
1	CAD-MAP	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	5,500.00
7	CAD-MAPD	ADDITIONAL CAD MAP DISPLAY LICENSE	14,000.00
4	CAD-CON	ADDITIONAL CAD CONSOLE LICENSE	15,600.00
8	MCT-MIS	LAN CLIENT LICENSE FOR MESSAGE SWITCH	2,400.00
1	CAD-INT-PVI	CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE	7,500.00
1	MCT-SWI	STATE/NCIC MESSAGING SOFTWARE	20,000.00
1	CAD-MJ	MULTI-JURISDICTIONAL DISPATCH OPTION	4,000.00
1	CAD-FIREHOUSE	FIREHOUSE RMS INTERFACE ¹	5,500.00
2	CAD-MRM	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS	3,000.00
		MCT	
1	MCT-BMS-T3	BASE MOBILE SERVER SOFTWARE UP TO 75 WORKSTATIONS	27,500.00
65	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH	64,675.00
1	MCT-MFR-REV-T3	REVIEW MODULE FOR FIELD REPORTING UP TO 75 WORKSTATIONS	22,500.00
55	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	54,725.00
65	MCT-MAP	MCT CLIENT - MAPS	13,000.00
55	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING	27,500.00
1	MCT-INT-FHS	MCT INTERFACE TO FIREHOUSE ¹	7,500.00
25	MCT-MFR-MBLN-CLIENT	MFR CLIENT- MOBLAN VERSION	12,500.00
		AVL	
60	MCT-AVL-CLIENT	MCT CLIENT - AVL	9,000.00
1	MCT-AVL-HOST	AVL SERVER HOST LICENSE	35,000.00
8	MCT-AVL-CAD	CAD CLIENT AVL LICENSE	16,000.00
		RMS	
1	RMS-BASE-75	BASE RECORDS MANAGEMENT SYSTEM - 75 WORKSTATION	108,500.00
1	RMS-MJ	MULTI-JURISDICTIONAL RMS OPTION	5,500.00
1	RMS-MAP-75	RMS MAP DISPLAY AND PIN MAPPING LICENSE - 75 WORKSTATION	15,000.00
1	RMS-CA	CRIME ANALYSIS MODULE	12,500.00
1	RMS-ACCIDENT-5	BASIC ACCIDENT MODULE - 5 WORKSTATION	2,500.00
1	RMS-P&E-5	PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION	5,500.00
1	RMS-BAR HOST-5	BAR CODING SERVER LICENSE - 5 WORKSTATION	2,500.00
5	RMS-BAR-CLIENT	BAR CODING HAND-HELD CLIENT LICENSE (EACH)	7,975.00
1	RMS-NTF-75	NOTIFICATION MODULE - 75 WORKSTATION	19,000.00
60	RMS-WIZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE	9,000.00
1	RMS-WIZ-BASE	ACCIDENT WIZARD BASE SERVER LICENSE	5,000.00
		WEB BASED APPLICATIONS	
1	INT-OPSRMS	OPS RMS	25,000.00
1	INT-OPSCAD	OPS CAD	25,000.00
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING	0.00
1	INT-P2C	POLICE 2 CITIZEN	12,500.00
		Subtotal	\$ 697,925.00
	DISCOUNT	DISCOUNT - 100%	\$ (697,925.00)
		TOTAL LICENSE FEE	0.00

Notes to Software Table:

¹ Interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

² Note: Mobiles applications do not include AVL hardware.

SERVICES^{1, 2, 3}:

Qty.	Part #	Description	Training	Installation	Project Management	Implementation	Conversion
		CAD SERVICES					
1	CAD-PROJ-MGNT	CAD PROJECT MANAGEMENT			\$ 14,720.00		
1	CAD-INST	BASE CAD SOFTWARE INSTALLATION		\$ 5,950.00			
1	CAD-IMPL	BASE CAD SOFTWARE IMPLEMENTATION				\$ 18,880.00	
1	CAD-MAP-CONV	MAP BASED GEOFILE GENERATION					\$ 10,000.00
1	CAD-MNT-TRN	CAD MAINTENANCE TRAINING	\$ 6,400.00				
1	CAD-USR-TRN	CAD USER TRAINING	12,800.00				
		MCT SERVICES					
1	MCT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			10,080.00		
1	MCT-AVL-SERV	AVL INSTALLATION AND TRAINING		2,800.00			
1	MCT-BMS-INST	INSTALLATION OF BASE MOBILE SERVER SOFTWARE		4,200.00			
1	MCT-SWI-IMPL	IMPLEMENTATION OF BASE MESSAGE SWITCH				1,400.00	
1	MCT-SWI-INST	INSTALLATION OF BASE MESSAGE SWITCH		2,800.00			
1	MCT-IMPL	MOBILE IMPLEMENTATION SERVICES				7,000.00	
1	MFR-MNT-TRN	MOBILE FIELD REPORTING MAINTENANCE TRAINING	1,280.00				
1	MCT-TTT-TRN	MCT TRAIN THE TRAINER TRAINING	5,120.00				
1	MFR-TTT-TRN	MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING	8,960.00				
1	MFR-INST	INSTALLATION MOBILE FIELD REPORTING		2,800.00			
1	MFR-IMPL	IMPLEMENTATION FOR MOBILE FIELD REPORTING				2,800.00	
1	MCT-ADD-TRN	MCT & MFR ADD ON MODULE USER TRAINING	1,280.00				
		RMS SERVICES					
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS			19,880.00		
1	RMS-INST	BASE RMS SOFTWARE INSTALLATION CHARGES		7,000.00			
1	RMS-MNT-TRN	RMS MAINTENANCE TRAINING	6,400.00				
1	RMS-IMPL	BASE RMS SOFTWARE IMPLEMENTATION CHARGES				14,920.00	
1	RMS-TTT-TRN	RMS TRAIN THE TRAINER TRAINING	11,520.00				
1	RMS-ADD-TRN	RMS ADD-ON MODULE USER TRAINING	5,760.00				
1	RMS-IMPL	BASE RMS SOFTWARE IMPLEMENTATION CHARGES - ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS				2,500.00	
		INTERNET IMPLEMENTATION SERVICES					
1	INT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			1,920.00		
1	INT-OPS-INST	OPCENTER INSTALLATION		2,800.00			
1	INT-OPS-TRN	OPCENTER TRAINING	1,280.00				
1	INT-P2C-INST	POLICE 2 CITIZEN INSTALLATION		4,200.00			
1	INT-P2P-USR-TRN	P2P USER TRAINING	520.00				
		CONVERSIONS					
1	RMS-DATACNV-HTE	DATA CONVERSION FROM HTE					27,000.00
1	RMS-DATACNV-HTE	DATA CONVERSION FROM FIELD REPORTING					20,500.00
1	CAD-DATACNV-HTECAD6	DATA CONVERSION FOR HTE CAD 6					5,250.00
			\$ 61,320.00	\$ 32,550.00	\$ 46,400.00	\$ 47,500.00	\$ 62,750.00
		Subtotal:					\$ 250,520.00
		CREDIT ³					\$ (115,332.00)
		TOTAL SEERVICES FEE					\$ 135,188.00

Qty	Part #	Custom Modifications	Custom Modification Fee
1	RMS-CUST-MOD	RMS CUSTOM MODIFICATIONS - ACCIDENT SUBMISSION INTERF	5,000.00
	DISCOUNT	DISCOUNT - 100%	5,000.00
		Total Custom Modification Fee	0.00

Notes to Services Table:

¹ Pricing is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Agreement. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current list price rates for the services at issue.

² Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services. Costs for travel and expenses will be capped at \$20,645. This price is a "not to exceed" amount based on the Services selected by Customer at the time of the execution of this Agreement. The amount listed above will change if additional services are necessitated by changed to the scope of the project, or if Customer chooses additional services, software, or hardware following the execution of this Agreement, or if Customer fails to fulfill its duties as outlined in this Agreement.

³ Upon execution of this Agreement, SunGard Public Sector and Customer have agreed that the Add-On Quote executed between the parties hereto dated May 20, 2009 is terminated (the "CAD400 Agreement"; SunGard contract # DECA-090553) with no further obligation on the part of either party under the CAD400 Agreement. Customer has paid the amounts of \$115,332 towards license fees, training services, implementation services, and project management fees under the CAD400 Agreement. In consideration for this Agreement, SunGard Public Sector is applying the credit in the amount of \$115,332 towards the purchase of the Services listed above resulting from the termination of the CAD400 Agreement.

PAY AGENCY PRODUCTS:

Qty.	Part #	Pay Agency Products	Hardware & Software	Services	Initial Annual Maintenance
		None			
		Pay Agency Products Totals			

SUMMARY OF COSTS

	Price
Services	\$ 135,188.00
Total	\$ 135,188.00

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

The amounts noted above shall be payable as follows:

Installation: On invoice, upon completion.

Project Management: 100% on the Execution Date.

Training Fees: On invoice, as incurred.

Conversion Fees: 100% on the Execution Date

Implementation Services Fee: 50% on the Execution Date; 50% on invoice, upon completion.

EQUIPMENT: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard Public Sector supports the Software. Customer acknowledges that certain Component Systems of the Software may require specific host or client configurations. Customer, as soon as reasonably practicable, will provide a detailed written description of the Equipment so that SunGard Public Sector can confirm that it is a configuration on which SunGard Public Sector supports use of the Software.

NOTICE: To use any of the Software, Customer must also obtain, install on the Equipment and maintain SunGard Public Sector-supported versions of certain software products and software/hardware peripherals. By this notice, SunGard Public Sector is advising Customer that Customer should consult with its SunGard Public Sector Professional Services representative to obtain a written listing of such necessary software products and software/hardware peripherals. General Project Conditions are as follows:

GENERAL PROJECT CONDITIONS

General Project Conditions - Applies to Entire Project

- Item 1:** This Agreement is based on the assumption that a Windows 2000 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation.
- Item 2:** The Customer shall provide a certified TCP/IP network with all communications equipment and any other required components. The cabling of this network, installation of punch down panels, hubs, routers, etc. will be the responsibility of the Customer. Additionally, the Customer is responsible for acquiring software that is needed for monitoring and maintaining the network.
- Item 3:** SunGard Public Sector always recommends the highest performance connection for all LAN and WAN connections. Listed below are SunGard Public Sector's recommendations in order of highest throughput:
- a. 1 Gb CAT5 (LAN) or Fiber (WAN)
 - b. 100 Mb CAT5 (LAN) or Fiber (WAN)
 - c. 10 Mb CAT5 (LAN) or Fiber (WAN)
 - d. Line of Site Technology
- Item 4:** If applicable, all RMS/JMS Workstations must be connected to a 10 Mb/sec or faster TCP/IP LAN. SunGard Public Sector recommends a 100 Mb/sec Switched LAN for optimum performance.
- Item 5:** If applicable, all CAD Workstations must be connected to a dedicated 100 Mb/sec switched TCP/IP LAN.
- Item 6:** The Customer is responsible for the physical placement of all CAD and/or RMS/JMS workstations and certifying that they are operational on the Customer's network. SunGard Public Sector will load our CAD and/or RMS/JMS software on up to five (5) CAD and/or RMS/JMS workstations and train the Customer on the loading process.
- Item 7:** SunGard Public Sector's CAD Application Software interfaces with the E911 telephone switch via an RS-232 Serial Cable. The Customer must provide this cable (with accurate pin-outs) to connect their E911 ALI Controller's CAD Port to the SunGard Services Workstation's serial port. The maximum length of this cable is 50 feet. In the event that a single CAD Server is servicing multiple communication centers (one CAD Server and multiple E911 ALI sources), a SunGard Public Sector Services Workstation will be required for each PSAP for proper ALI functionality. The Customer must also provide SunGard Public Sector with accurate ALI interface data formats from their E911 Vendor.

Item 8: In acquiring SunGard Public Sector's Message Switch and Mobile Software, the Customer is responsible for all of the associated costs for wireless, WAN and LAN communication with the local provider/State/NCIC networks. This may include the following:

- i. Dedicated Line
- ii. Any encryption to meet State and FBI requirements
- iii. DSU to State
- iv. Any wireless carrier charges and setup
- v. Any installation Charges
- vi. Recurring charges or costs
- vii. Surcharges by the State

Item 9: The Customer shall implement an Uninterruptible Power Supply (UPS) system for all servers and all CAD workstations. This can be at the machine level or at the site level. SunGard Public Sector recommends the use of an enterprise level Master UPS and external generator for full power backup.

Item 10: SunGard Public Sector software is designed for use with laser jet printers for report output in order to utilize the wider margins available. Report output on non-laser printers (inkjet, dot-matrix, etc.) may be adequate, but is not guaranteed by SunGard Public Sector.

Item 11: Virtual Environment Platform

Infrastructure Overview.

The server hardware may be made up of physical servers, virtual servers (using VMware ESX), or a combination of the two, provided, however, that following conditions apply.

Customer and VMware are responsible for selecting the appropriate VMware application software and solution.

VMware supports a set of certified operating systems and hardware. Customer and VMware are responsible for any interactions and/or issues that arise at the hardware or operating system layer as a result of their use of VMware.

The use of a VMware virtual machine adds software overhead, which may impact performance or scalability. Any statements made by SunGard Public Sector on expected product performance on a hardware platform cannot be interpreted to apply to a virtual machine running on the same hardware platform. Customer must allocate at least an equivalent amount of virtualized resources to the OSSI systems in order to address performance issues. The VMware organization can provide information on how to tune your environment to maximize the performance within a virtual machine. If a performance issue is reported, the VMware layer, as well as the software, will be suspect in the research. Any research required on the VMware performance will be the responsibility of the Customer.

SunGard Public Sector will use commercially reasonable efforts to investigate potential issues with OSSI software running in conjunction with VMware. Where issues are confirmed to be unrelated to the VMware software, SunGard Public Sector will support its software in a manner that is consistent with support provided when that software is running natively under the host operating system.

Required and/or optional software vendors may not support VMware software. These vendors may require the issue to be reproduced independently from VMware software.

DESCRIPTIONS:

Part Number: CAD-T3

Description: BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3

Long Description: Computer Aided Dispatch Includes:

- Single-Jurisdictional CAD for Police, Fire, and/or EMS
- Call Taking and Dispatching Functions
- Tabular Geo-File Subsystem (without maps)
- Business and Sites Subsystem
- Unit Recommendation Subsystem
- Premise/Alert and Hotspots Subsystems
- Four (4) Call Taker/Dispatcher Console Licenses

Part Number: CAD-E911

Description: E911 INTERFACE MODULE

Long Description: The E911 Interface allows SunGard Public Sector's CAD to communicate to the E911 controller's ANI/ALI serial port.

The Customer must provide an RS232/serial cable (with accurate pin-outs) from their E911 ANI/ALI controller's CAD port to the CAD server's serial port. The Customer must also provide SunGard Public Sector with accurate ANI/ALI interface data formats from their E911 vendor that defines the data stream characters and their stop and start positions.

Part Number: CAD-MAP

Description: FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE

Long Description: First OASIS Map Display and Map Maintenance Software License for a CAD Workstation Includes:

- Pin Mapping of Calls for Service Data
- Map Editing and Maintenance software (training not included)
- Map Display for One Workstation

This does not include any GIS data, related attribute data, ortho photography or digitizing services. Should the Customer elect to maintain their maps with OASIS, they should use this license exclusively as a map editor and not as a CAD display license. Therefore, another CAD Map Display license would be required for the first CAD workstation.

Part Number: CAD-MAPD

Description: ADDITIONAL CAD MAP DISPLAY LICENSE

Long Description: An additional license, in addition to the number of map console licenses in the base CAD system, is required for each additional call taker and dispatch console/workstation to display maps with SunGard Public Sector's CAD system. Each license represents one workstation, not concurrent user.

Part Number: CAD-CON

Description: ADDITIONAL CAD CONSOLE LICENSE

Long Description: An additional license, in addition to the number of console licenses in the base CAD system, is required for each call taker and dispatch console/workstation to operate SunGard Public Sector's CAD system.

Part Number: MCT-MIS

Description: LAN CLIENT LICENSE FOR MESSAGE SWITCH

Long Description: A client license is required for each CAD, RMS or JMS workstation connected to the Customer's LAN or WAN to access SunGard Public Sector's Message Switch.

The Message Switch Client provides the following functions:

- Workstation-to-workstation messaging
- Mobile-to-workstation messaging (if mobile applications are licensed)
- SunGard Public Sector's standard State/NCIC queries

Part Number: CAD-INT-PVI

Description: CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE

Long Description: SunGard Public Sector (OSS) supports interfacing with Pictometry® Visual Intelligence (PVI) mapping. This Interface allows the Computer Aided Dispatch (CAD), CAD Resource Monitor (CRM), or Mobile Communications Terminal (MCT) to pass coordinate information to the PVI application. The PVI application then processes and displays the appropriate PVI color aerial photo's of the location. The PVI application provides multiple oblique angle views of a specific location. This means that the photos are shot at an angle instead of the traditional straight down photo. The PVI application allows the user to measure and analyze any visual object in the PVI photo (homes, buildings, fire hydrants, etc). This information can then be used for strategic incident planning during a major event or for preplanning purposes.

Part Number: MCT-SWI

Description: STATE/NCIC MESSAGING SOFTWARE

Long Description: The Message Switch software includes a query interface from the SunGard Public Sector Application to the State computer system and to the FBI/NCIC system via the state system.

The Message Switch will allow for the following functions:

- Workstation-to-Workstation messaging
- State/NCIC query interface directly from the Data Entry window
- Automatic State/NCIC query on license plates from CAD
- Responses from the State will come back to the user in the message queue

The Message Switch must run on Windows 2000 Server or higher, not a Workstation, due to Client Access License limitations of the workstation. PC Anywhere and an external modem are required on the Message Switch server. The Message Switch supports basic State/NCIC queries. All State/NCIC data entry functions must be performed with state supplied software or technology.

Part Number: CAD-MJ

Description: MULTI-JURISDICTIONAL DISPATCH OPTION

Long Description: The multi-jurisdictional dispatch option allows SunGard Public Sector's CAD system to dispatch for multiple jurisdictions.

Part Number: CAD-FIREHOUSE

Description: FIREHOUSE RMS INTERFACE

Long Description: The Firehouse interface allows CAD to provide Firehouse software a one direction transfer of data for call incident number, units and associated times. SunGard Public Sector's CAD creates tables within a specified directory which Firehouse may then import into their application. Firehouse application software does not provide any data to CAD.

Part Number: CAD-MRM

Description: CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS

Long Description: CAD Resource Monitor (CRM) with maps is a limited read only version of CAD that allows the Customer to view CAD activity and various calls for service reports. CRM requires that the workstation be connected to minimally a 100 MB LAN. The quantity of one (1) means one workstation software license. To have this product with mapping functionality, base CAD maps must be operational with SunGard Public Sector's CAD System.

Part Number: CAD-PROJ-MGNT

Description: CAD PROJECT MANAGEMENT

Long Description: CAD project management includes professional services from SunGard Public Sector for project coordination and project management. The project management fee also includes coordinating with the Customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the Customer.

Part Number: CAD-INST

Description: BASE CAD SOFTWARE INSTALLATION

Long Description: The CAD installation includes the installation of SunGard Public Sector's standard CAD application software on the Customer's server(s). This price includes the configuration of up to three (3) CAD workstations on the Customer's LAN for SunGard Public Sector's application software. SunGard Public Sector prefers the CAD server(s) to be shipped to SunGard Public Sector's office in High Point, NC to provide these services.

Unless otherwise stated within the quote, the Customer will install and configure the operating system software (Windows 2000 or higher), install all 3rd party software (i.e. Veritas Open File Manager, PC Anywhere and FoxPro) on the respective file servers and workstations using SunGard Public Sector's setup configuration. Customer is responsible for installation and configuration of the Local Area Network.

SunGard Public Sector can provide an optional quote to provide the above listed services.

Part Number: CAD-IMPL

Description: BASE CAD SOFTWARE IMPLEMENTATION

Long Description: The CAD Implementation includes Quality Assurance, Audits, and Go Live Assistance.

QA services to assist with the CAD implementation.

Review Customer's data at SunGard Public Sector's office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their CAD support files.

Three (3) SunGard professionals (1 QA, 1 Training, and 1 Technical Services) to be on-site when the base CAD System goes live as determined by the project plan.

Part Number: CAD-MAP-CONV

Description: MAP BASED GEOFILE GENERATION

Long Description: This service includes:

- " Programming and consulting services to assist the customer in generating the initial CAD Geo-File centerline in SunGard Public Sector's proprietary (OASIS) format.
- " Programming and consultation services to assist the customer in generating the initial polygon and general view layers in SunGard Public Sector's proprietary (OASIS) format.

" Programming and consultation services to assist the customer in generating an ortho photography layer. Ortho photographs are aerial pictures that can be displayed as a mapping layer. SunGard Public Sector will assemble the ortho tiles and create a reference database file that will be used by the SunGard Public Sector product line. SunGard Public Sector will install the ortho's on the clients CAD Server. Accepted ortho files formats are SID, TIFF, JPG and BMP. The customer is responsible for providing ortho source files to SunGard Public Sector.

" SunGard Public Sector will perform three (3) detailed reviews of the customer's centerline data at SunGard Public Sector's office during project implementation. The objective of this review is to identify suspicious data elements in the customer's centerline that may be of issue when used with CAD. Examples include missing ranges, overlapping addresses, reversed ranges, etc. The customer is provided with a summary report and supplemental Excel reports that help identify the suspicious data. These audits are only a tool to be used by the customer and are not intended to be a substitute for customer data testing and verification. Audits occur at 10%, 50% and 90% of project completion. Additional requested audits are subject to additional professional charges.

Special Notes

" SunGard Public Sector supports converting ESRI E00, ESRI Shape or MapInfo source data.

This service assumes the customer provides SunGard Public Sector all required GIS layers and associated data elements (attribute data) and that SunGard Public Sector is not required to provide any digitizing services. This is an estimate of the services needed, to determine the final conversion costs SunGard Public Sector would need to first evaluate the customer's GIS data.

" All delays in the project caused by defects of data will be the sole responsibility of the Customer. SunGard Public Sector shall not assume any liability for any and all errors associated with the converted GIS resources.

" The customer is responsible to correct all errors and ensuring the accuracy of all GIS provided data.

" The customer is responsible to digitize all required map layers to support the public safety GIS-based CAD and RMS subsystems.

" The customer is responsible for the validation of all map line work, attribute information and related data as well as providing resources to field verify all of the GIS data.

NOTICE OF SUNGARD PUBLIC SECTOR'S DEPENDENCY ON CUSTOMER'S GIS DEPARTMENT:

SunGard Public Sector's ability to provide conversion services relating to Geographic Information System (GIS), maps or geographic analysis, etc. is contingent on the Customer providing SunGard Public Sector with the resources and data defined in SunGard Public Sector's CAD Map Resource Guide that is incorporated into this agreement as an Exhibit.

The Customer shall provide SunGard Public Sector with a centerline file that contains the following: Block ranges (address ranges are required)

Street names

Street prefixes

Street suffixes

Jurisdiction/City Code

X/Y Coordinate Pairs for each street segment (referred to as ARCS by ARCINFO)

The Customer is responsible for the accuracy of the street inventory and for the accuracy of all attribute data associated with street segments. Examples of such accuracy include:

Missing streets

Missing street segments

Missing intersections

Errors in street names, street prefixes, street type, etc.

Part Number: CAD-MNT-TRN

Description: CAD MAINTENANCE TRAINING

Long Description: Training for key personnel and system administrators (4-6 people max.) responsible for system configuration (including setting codes to reflect agency business practices) and maintenance. Class duration = up to 5 days.

SunGard Public Sector recommends scheduling this training at company headquarters in High Point, NC. If Customer requests on-site training, the Customer is responsible for setting up a suitable training environment following guidelines provided by SunGard.

Part Number: CAD-USR-TRN

Description: CAD USER TRAINING

Long Description: Training for end-users (10 people max.) on base CAD. Topics include navigation, call-processing, dispatching, searching, and reporting. Class duration = up to 10 days.

Part Number: MCT-BMS-T3

Description: BASE MOBILE SERVER SOFTWARE UP TO 75 WORKSTATIONS

Long Description: Server license of SunGard Public Sector's Mobile Server Software to support up to 75 Mobile Units registered on the Message Switch (not concurrent mobile users). Mobile Server processes all mobile inquiries to SunGard Public Sector's CAD and RMS databases.

Part Number: MCT-CLIENT

Description: MCT.CLIENT - DIGITAL DISPATCH

Long Description: Workstation license for the application software for the mobile unit allows the unit to receive and transmit digital (silent) dispatching, car-to-car and car-to-console messaging, premises and call information, magstripe reading (where available), perform local, State and NCIC queries, and receive search information and mugshots from RMS.

Any additional hardware must be purchased separately.

Part Number: MCT-MFR-REV-T3

Description: REVIEW MODULE FOR FIELD REPORTING UP TO 75 WORKSTATIONS

Long Description: The Field Review Module allows officers to submit reports wirelessly (via the RF Network) for supervisor review. The supervisor may then approve the report or deny the report and return the report (via the RF Network) to the officer for correction. Once approved, the reports are wirelessly submitted to the agency's RMS.

This module supports up to 75 Mobile Units registered in the Message Switch (not concurrent mobile users).

Part Number: MCT-MFR-OFF

Description: MFR CLIENT - BASE INCIDENT/OFFENSE

Long Description: The Incident/Offence Module provides the ability for officers to enter Incident Reports, Supplement Reports and Field Contacts on the mobile unit. Officers can also perform basic IBR or UCR edits on Incident Reports. The Module provides a notes field in each Module (Incident, Supplements and Field Contacts) to capture narrative.

Part Number: MCT-MAP

Description: MCT CLIENT - MAPS

Long Description: Provides the ability for officers to view maps, automatically display the location of a CAD event, and view multiple layers of the same map available in CAD. Maps also allow officers the ability to pin map mobile search results.

This module is a prerequisite for SunGard Public Sector's Automatic Vehicle Locator (AVL) Module.

Part Number: MCT-MFR-ACC

Description: MFR CLIENT - ACCIDENT REPORTING

Long Description: Allows officers using SunGard Public Sector's Mobile product to prepare traffic crash reports in the field. Accident diagram capability may be added by purchasing SunGard Public Sector's crash wizard and Microsoft Visio.

Part Number: MCT-INT-FHS

Description: MCT INTERFACE TO FIREHOUSE

Long Description: OSSl MCT supports the ability to request Occupancy data from within the FireHouse® package. The objective of this interface is to give MCT units access to specific occupancy data stored in FireHouse Software® while responding to emergencies. Units will be provided with critical real time preplan data while en route and on scene.

Part Number: MCT-MFR-MBLN-CLIENT

Description: MFR CLIENT- MOBLAN VERSION

Long Description: Provides the ability for the officer to enter Incident Reports, Supplement Reports, Field Contacts and Supervisory Review on the agency's RMS LAN. Officers can also perform basic IBR or UCR edits on Incident Reports. The Module provides a notes field in each module (Incident, Supplements and Field Contacts) to capture the narrative and also provides spell check capability.

Part Number: MCT-AVL-CLIENT

Description: MCT CLIENT - AVL

Long Description: SunGard Public Sector's Automatic Vehicle Locator (AVL) software for the mobile computer allows the user to have a "moving map display" in the vehicle and transmit their location back to CAD. CAD users are able to display and track vehicles equipped with SunGard Public Sector's AVL.

Part Number: MCT-AVL-HOST

Description: AVL SERVER HOST LICENSE

Long Description: This is the CAD Server License of SunGard Public Sector's Automatic Vehicle Locator (AVL) software.

Part Number: MCT-AVL-CAD

Description: CAD CLIENT AVL LICENSE

Long Description: SunGard Public Sector's Automatic Vehicle Locator (AVL) software for the CAD workstation allows the communicator to view/track/find mobile units in the field. This product requires that the customer purchase maps.

Part Number: MCT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES

Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. Includes coordinating with the Customer's Project Manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the Customer.

Part Number: MCT-AVL-SERV

Description: AVL INSTALLATION AND TRAINING

Long Description: One day on-site for installation and training of AVL. Training includes instruction for system administrators (4-6 people max.) on setting up and maintaining AVL, as well as instruction for end-users (10 people max.) on using the application.

Part Number: MCT-BMS-INST

Description: INSTALLATION OF BASE MOBILE SERVER SOFTWARE

Long Description: Installation of the base mobile server software includes configuration, setup, and testing on Customer's server for mobile applications.

Technical services for server build, ensure communications are working, connect to the message switch, and configure with mobile communications.

QA services for application support and configuration to other applications.

Also includes Maintenance Training and the installation of the digital dispatch/Mobile Field Reporting application software on up to five (5) mobile computers.

Part Number: MCT-SWI-IMPL

Price: \$1400

Description: IMPLEMENTATION OF BASE MESSAGE SWITCH

Long Description: One (1) day of technical services to configure for State Access and to conduct Maintenance Training.

Part Number: MCT-SWI-INST

Description: INSTALLATION OF BASE MESSAGE SWITCH

Long Description: Installation and setup of SunGard Public Sector's Base Message Switch application software.

The Message Switch must run on Windows 2000 Server or higher.

Part Number: MCT-IMPL

Description: MOBILE IMPLEMENTATION SERVICES

Long Description: SunGard Public Sector technical services for MCT system/data verification after the system administrator training and the code tables are built. This includes a SunGard Public Sector representative on site the day MCT goes live.

Includes on-site Technical Services; QA testing prior to user training; and on-site go-live.

Part Number: MFR-MNT-TRN

Description: MOBILE FIELD REPORTING MAINTENANCE TRAINING

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include setting up the MFR application on the server and laptops, report submission and approval, and key interactions with RMS. Class duration = up to 1 day.

Part Number: MCT-TTT-TRN

Description: MCT TRAIN THE TRAINER TRAINING

Long Description: Four (4) days of on-site training assistance designed to prepare agency training staff for conducting MCT User Training. OSSI Training Specialist provides one (1) day of set-up, one (1) day of instruction on MCT followed by two (2) days of consulting, including observing and providing feedback to agency trainers.

Part Number: MFR-TTT-TRN

Description: MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING

Long Description: Seven (7) days of on-site training and assistance designed to prepare agency training staff for conducting MFR User Training. OSSI Training Specialist provides one (1) day of set-up, three (3) days of instruction on MFR followed by three (3) days of consulting, including observing and providing feedback to agency trainers.

Part Number: MFR-INST

Description: INSTALLATION MOBILE FIELD REPORTING

Long Description: Two (2) days of QA services to install and configure OSSI MFR. Includes install and configuration of add on modules.

Part Number: MFR-IMPL

Description: IMPLEMENTATION FOR MOBILE FIELD REPORTING

Long Description: QA services to test OSSI MFR.

Part Number: MCT-ADD-TRN

Description: MCT & MFR ADD ON MODULE USER TRAINING

Long Description: Training for MCT and MFR Add-on Modules to include:

One (1) day of Accident Reporting

Part Number: RMS-BASE-75

Description: BASE RECORDS MANAGEMENT SYSTEM - 75 WORKSTATION

Long Description: SunGard Public Sector's Client Server Version of RMS (requires Microsoft's Windows 2000 Server or higher) includes:

- Incident/Offense Module
- CrimeMatch Reporting
- Arrest Module
- Warrants Module
- UCR Property Management
- Master Name Module
- Master Vehicle Module

Master Location Module (Requires either tabular or GIS-based Geo-File Module be Licensed)
Case Management Module
Daily Bulletin
Employee Demographics Module
Off Duty Employment Tracking Module
Standard Traffic Citation Module
Standard Traffic Warning Module
Miscellaneous Cash Receipts Module
State Specific IBR or UCR Reporting Module
Field Contact Module

Part Number: RMS-MJ

Description: MULTI-JURISDICTIONAL RMS OPTION

Long Description: This allows SunGard Public Sector's Records Management System to store and retrieve records for multiple jurisdictions using one server.

Part Number: RMS-MAP-75

Description: RMS MAP DISPLAY AND PIN MAPPING LICENSE - 75 WORKSTATION

Long Description: Provides the ability to pin map locations from SunGard Public Sector's PISTOL Records Management System searches and view multiple layers. Requires Mapping Geo-file generation and a license of the first map view. This requirement may be filled by mapping from CAD.

Part Number: RMS-CA

Description: CRIME ANALYSIS MODULE

Long Description: The Crime Analysis Module provides the ability to pin map events from one or more OSSl RMS application modules simultaneously and identify high crime areas within defined geographic polygon regions. This product includes several forecasting and time series tools. These features will provide agencies with powerful investigative information that can save personnel hours and assist in identifying resource deployment strategies based upon historical events.

Site license for Crime Analysis (pin mapping multiple modules, Time Analysis and ComStat).

Part Number: RMS-ACCIDENT-5

Description: BASIC ACCIDENT MODULE - 5 WORKSTATION

Long Description: The Accident Module provides the ability to capture basic crash related data elements and crash diagrams from accidents and replicate the information to the state specific form for printing.

Part Number: RMS-P&E-5

Description: PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION

Long Description: Includes software to track and keep inventory of property stored in an evidence environment. The software is bar code compliant; however, bar code software and hardware is not included.

Part Number: RMS-BAR HOST-5

Description: BAR CODING SERVER LICENSE - 5 WORKSTATION

Long Description: Bar-Coding Host allows client to communicate to host server and with the Property and Evidence module.

Part Number: RMS-BAR-CLIENT

Description: BAR CODING HAND-HELD CLIENT LICENSE (EACH)

Long Description: SunGard Public Sector's Bar-coding Client Software allows for the following business functions:

Batch processing, including transfers, dispositions, chain of custody transactions and inventory functions.

License is per workstation.

Part Number: RMS-NTF-75

Description: NOTIFICATION MODULE - 75 WORKSTATION

Long Description: The Notification module allows a user to create system rules that will notify a list of recipients when certain data related activities have occurred within RMS. Such activities might include a person viewing a record, changing a specific data element on a record, or a entering a new record into the system. Along with an optional audible alert, notification 'hits' will be displayed on the recipients' desktop at login and at user defined intervals during the user session. This module requires an additional day of training.

Part Number: RMS-WIZ-CLIENT

Description: ACCIDENT WIZARD WORKSTATION LICENSE

Long Description: This provides the accident drawing wizard per workstation license. Visio 2000 standard edition or higher is required on each workstation or laptop.

Part Number: RMS-WIZ-BASE

Description: ACCIDENT WIZARD BASE SERVER LICENSE

Long Description: This provides the Accident Drawing Wizard Server License. This module is required to provide the ability to use the wizard on any workstation, mobile or on the LAN.

Part Number: RMS-CUST-MOD

Description: RMS CUSTOM MODIFICATIONS - ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS

Long Description: SunGard's electronic accident submission interface for Illinois will submit accidents from SunGard's RMS to the state of Illinois in the state provided XML format. This submission takes place on a daily basis. The customer is responsible for providing the network connectivity to the state of Illinois. ***All costs provided by SunGard regarding new development or modifications are costs for SunGard Public Sector's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard Public Sector's pricing.***

Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT FOR RMS

Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the customer.

Part Number: RMS-INST

Description: BASE RMS SOFTWARE INSTALLATION CHARGES

Long Description: Includes setting up the server with OS and appropriate databases. Also includes the installation of the base OSSI RMS and OSSI P2P application software on the server. This service also includes the configuration of up to five (5) RMS workstations for the RMS application software once on site and operational within the Customer's network. SunGard will train the system administrator on this procedure so that they are self-sufficient in this area and they can install the software on the remaining workstations.

Part Number: RMS-MNT-TRN

Description: RMS MAINTENANCE TRAINING

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include selecting application settings and building code tables. Class duration = up to 5 days.

SunGard Public Sector recommends scheduling this training at company headquarters in High Point, NC. If Customer requests on-site training, the Customer is responsible for setting up a suitable training environment following guidelines provided by SunGard.

Part Number: RMS-IMPL

Description: BASE RMS SOFTWARE IMPLEMENTATION CHARGES

Long Description: This includes Audit, Support during implementation, and Go Live Assistance.

Review Customer's data at SunGard Public Sector's OSSI office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their RMS support files.

QA support for assistance with implementation.

Two (3) SunGard professionals (1 QA, 2 Training) to be on-site when the base RMS System goes live as determined by the project plan.

Part Number: RMS-TTT-TRN

Description: RMS TRAIN THE TRAINER TRAINING

Long Description: Nine (9) days of on-site training and assistance designed to prepare agency training staff for conducting RMS User Training. OSSI Training Specialist provides 4 days of instruction on RMS followed by 4 days of consulting, including observing and providing feedback to agency trainers, and 1 day for set-up.

Part Number: RMS-ADD-TRN

Description: RMS ADD-ON MODULE USER TRAINING

Long Description: Training for Add-On OSSI RMS Modules to include:

- 1 day for Crime Analysis
- 1 ½ days for Property and Evidence
- 2 days for Accident Module

Part Number: RMS-IMPL

Description: BASE RMS SOFTWARE IMPLEMENTATION CHARGES -ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS

Long Description: This includes Audit, Support during implementation, and Go Live Assistance.

Review Customer's data at SunGard Public Sector's OSSI office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their RMS support files.

QA support for assistance with implementation.

Two (3) SunGard professionals (1 QA, 2 Training) to be on-site when the base RMS System goes live as determined by the project plan.

Part Number: INT-OPSRMS

Description: OPS RMS

Long Description: OpsRMS is a browser-based application that provides remote view-only access to the Customer's SunGard Public Sector Records Management System. The application provides a secure method for a Customer to search names, vehicles and incidents.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard Public Sector's Technical department will provide server specs and pricing as needed.

Part Number: INT-OPSCAD

Description: OPS CAD

Long Description: OpsCAD is a browser-based application that provides remote view-only access to the Customer's SunGard Public Sector Computer Aided Dispatch system. The application provides a secure method for the Customer to view open/active calls, available/active units, and search event history. If the Customer's SunGard Public Sector CAD system has maps, then the active calls can be displayed graphically on a remote map.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard Public Sector's Technical department will provide server specs and pricing as needed.

Part Number: RMS-P2P

Description: POLICE TO POLICE INTERNET DATA SHARING

Long Description: SunGard Public Sector's OSSI Police to Police (P2P) application is a browser-based solution that enables public safety agencies to share information from their

Records Management System while maintaining complete control over their own RMS.

Currently, this functionality includes:

- Base Name Query
- Base Incident Query
- Base Pawn Query
- Base Vehicle Query
- Base Property Query
- Mugshots with Line-ups
- Basic first-level involvements plus detail page views of many involvements

Each Site must provide the following:

- Each site must have a firewall that is approved by SunGard Public Sector.
- Each site must have a constant Internet connection to a Windows 2000 Workstation or Server (minimum 256kbps Bandwidth), not a dial-up to host their data.
- Each site must provide PCAnywhere access to the desktop of the server above for SunGard Public Sector to support via the Internet.

Part Number: INT-P2C

Description: Police 2 Citizen

Long Description: Police to Citizen (P2C) is an Internet based application for citizens to search information posted by the agency. Citizens can search accident reports, view daily bulletin and missing persons, view the Customer's calendar of events, and report basic incidents. This application is easily customizable to the Customer's preference, allowing the agency to quickly change graphics and the information that is displayed on the portal.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard Public Sector's Technical department will provide server specs and pricing as needed.

Part Number: INT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES

Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the customer.

Part Number: INT-OPS-INST

Description: OPCENTER INSTALLATION

Long Description: Includes one day of installation for SunGard Public Sector's OpCenter application.

Part Number: INT-OPS-TRN

Description: OPCENTER TRAINING

Long Description: Training for end-users (up to 10 people) on OpCenter. Topics include viewing CAD and/or RMS data. Class duration = up to 1 day.

Part Number: INT-P2C-INST
Description: POLICE 2 CITIZEN INSTALLATION
Long Description: Includes the installation of SunGard Public Sector's Police to Citizen (P2C) application on the P2C server.

Part Number: INT-P2P-USR-TRN
Description: P2P USER TRAINING
Long Description: Training for end-users (up to 10 people) on P2P. Topics include submitting and viewing results of queries, as well as key interactions with RMS. Class Duration = up to 4 hours.

Part Number: RMS-DATACNV-HTE
Description: DATA CONVERSION FROM HTE
Long Description: SunGard will convert data from the following CRIMES modules to the corresponding OSSI RMS module:

Master Names
Incident
Adult and Juvenile Arrest
Evidence
Field Interview
Citation
Accident

In addition, SunGard will convert Customer's CAD calls for service records to the RMS Calls for Service Module.

The specific scope of services will be controlled by the terms of a separately executed statement of work (SOW) containing the data conversion plan.

Part Number: RMS-DATACNV-HTE
Description: DATA CONVERSION FROM FIELD REPORTING
Long Description: SunGard will convert data from the following Field Reporting modules to the corresponding OSSI RMS module

The specific scope of services will be controlled by the terms of a separately executed statement of work (SOW) containing the data conversion plan.

Part Number: CAD-DATACNV-HTECAD6
Description: DATA CONVERSION FOR HTE CAD 6
Long Description: SunGard will convert data from the following HTE CAD 400 or CAD 6 modules to the corresponding OSSI CAD module:

Call History
Sites

The specific scope of services will be controlled by the terms of a separately executed statement of work (SOW) containing the data conversion plan.

Number of Software Supplements Attached: 3

GIS SOFTWARE SUPPLEMENT

Customer is solely responsible for providing SunGard Public Sector with accurate and complete data in connection with any Component Systems and SunGard Public Sector services relating to Geographic Information Systems ("GIS"), maps or other geographic analysis.

Customer must provide SunGard Public Sector with accurate GIS resources and accurate data in an ASCII EOO format file or Shape (SHP) format file for street centerlines containing:

- Block ranges (address ranges are required)
- Street names
- Street prefixes
- Street suffixes
- Jurisdiction/City Code
- X/Y Coordinate pairs for each street segment (referred to as "ARCS" by ARCINFO)

Customer, and not SunGard Public Sector, is solely responsible for the accuracy of Customer's street inventory and all attribute data associated with street segments. Common data errors and inaccuracies include:

- Missing streets
- Missing street segments
- Missing intersections
- Errors in street names, street prefixes and street type

Without limiting Customer's obligation to provide accurate data, SunGard Public Sector will return to Customer a list of the logical errors discovered by SunGard Public Sector when Customer's street inventory and attribute data are reviewed by SunGard Public Sector's editing/data validation utility tool ("Validation Tool"). The Validation Tool checks for the following logical errors:

- Address range undershoots
- Address range overshoots
- Missing street names
- Missing street ranges

Customer, and not SunGard Public Sector, is solely responsible for correcting all errors and ensuring the accuracy of all GIS provided data. Customer is additionally responsible to digitize all required map layers to support the Public Safety GIS-based CAD and RMS subsystems.

DATA ACCESS SUBSCRIPTION SUPPLEMENT

1. Additional Definitions.

"Agency" means any law enforcement organization that hosts an Agency Database on its own computer system and that makes its Agency Database available for query and retrieval access by other law enforcement agencies having a public service interest in obtaining the information contained on that Agency Database.

"Agency Database" means a compilation of data related to law enforcement, public safety or emergency activities, events or records, made available by an Agency for remote, electronic access. Each Agency maintains sole control over the nature and extent of access to its own Agency Databases.

"Data Sharing Network" means the combination of hardware, software and Agency Databases that enable Agencies to exchange data electronically through Internet protocols.

"Security System" means the combination of a User ID, an Agency Code and a password that uniquely identifies each individual using the Data Sharing Network, and that is required in order for such individual to obtain access to the Server and Agency Databases via the Server.

"Server" means the computer system maintained and operated by SunGard Public Sector, and through which Users obtain remote access to Agency Databases.

"User" means Customer, and includes for purposes of this Supplement the User's employees and agents on a "need to know" basis. Where the Exhibit 1 to which this Supplement is attached identifies a limitation on the number of "Sworn Officers," the term "User" shall mean only that quantity of sworn police officers or State/NCIC query-certified officers employed by User. For the avoidance of doubt, no license is deemed granted to any person meeting the definition of "User" other than Customer itself. The right that any other User acting for on behalf of Customer has pursuant to this Supplement is derivative of Customer's right of use.

2. Access Subscription to Data Sharing Network. In connection with Customer's license to use the RMS Component Systems as otherwise provided for in the Agreement, Customer, as the "User," is also obtaining a subscription to access and use the Data Sharing Network, subject to the following additional terms and restrictions:

- a. For the term provided for in Section 2(b) below, Customer will have the right to access the Server to participate in and use the Data Sharing Network. Customer's subscription to use the Data Sharing Network (the "Subscription") permits Customer to send queries and to receive information from Agency Databases made available by other participating Agencies. In connection with the Subscription;
 - i. User may create on-line or printed reports of information retrieved from Agency Databases, and reproduce, reformat, print, display and distribute internally such reports, consistent with User's normal internal procedures.
 - ii. Notwithstanding the foregoing, User is prohibited from copying, distributing or displaying any information obtained from the Data Sharing Network for commercial sale, redistribution, broadcast or transfer, or to otherwise use such information in breach of any duty of confidentiality or privacy; and further, User is prohibited from allowing any other person or entity from using the information in any manner that is prohibited by the terms of this Supplement.
 - iii. User shall not, nor authorize or enable anyone else to, access the Server or use the Software or Data Sharing Network except as expressly permitted in this Supplement.

- b. The Subscription will be co-terminus with the term during which Customer is a subscriber to "Improvements" for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement entered into by the parties on or about the Execution Date. For the avoidance of doubt, neither Customer nor any User having access to the Data Sharing Network pursuant to Customer's Subscription will have any right to access the Data Sharing Network if Customer is no longer a subscriber to Improvements for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement.

3. Security System. User has sole responsibility and liability for the use and security of all user IDs, Agency Codes and passwords provided by it to any individual. User will comply with all policies and procedures established by SunGard Public Sector from time to time related to the issuance, validation and use of individual passwords. User will promptly notify SunGard Public Sector of the identity of the individual assigned to a particular password, of the cancellation or expiration of a password, and of the loss or misuse of any password or other Security System element. All passwords are subject to cancellation or suspension by SunGard Public Sector at any time and without notice, if SunGard Public Sector has reason to believe that a password has been or is being utilized in any manner or for any purpose not expressly authorized under this Supplement.

4. Services. Each Agency Database and all information available through the Data Sharing Network is created by and is under the care, custody and control of, the individual Agencies that makes the same available to the Data Sharing Network. **SUNGARD PUBLIC SECTOR DISCLAIMS ALL RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE CONTENT OF ANY AGENCY DATABASE OR RETRIEVED INFORMATION, FOR ITS ACCURACY, COMPLETENESS OR TIMELINESS OR FOR ANY DELAY OR NON-AVAILABILITY OF THE DATA SHARING NETWORK OR ANY DATA THEREIN. USER ACCEPTS SOLE RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS AND TIMELINESS OF SUCH CONTENT, FOR ITS AVAILABILITY AND FOR ANY USE TO WHICH IT IS PUT OR RESULTS OBTAINED THEREFROM. CUSTOMER AGREES AND UNDERSTANDS THAT SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY INFORMATION USED, ACCESSED OR PLACED ON ANY AGENCY DATABASE, AND SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION THEREWITH.**

5. User Responsibilities.

- a. User is responsible for procuring, installing, and operating the individual computers used to access the Server, for providing a proper physical environment and remote access for such computers, for obtaining and installing an SunGard Public Sector-approved firewall and security system, for securing a dedicated Internet connection sufficient to meet User's data access needs and for providing such training and ongoing support services for individual users.
- b. User is solely responsible for adopting and maintaining procedures and security measures in connection with its use of the Data Sharing Network, any Agency Databases that it maintains, and in connection with any Agency Databases that it accesses. SunGard Public Sector has no responsibility and/or liability whatsoever for any: (1) security breaches or unauthorized access to the Data Sharing Network or to User's system, (2) interruption, delay, errors, or omissions of or in any Agency Database, or the results thereof, including (without limitation) examination and confirmation of data prior to use thereof, (3) provision for identification and correction of errors and omissions, (4) preparation and storage of backup data, and (5) replacement or reconstruction of lost or damaged data or media. User is advised to maintain alternative procedures for obtaining, as needed, information otherwise available through the Data Sharing Network.

- c. User is responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any information or data obtained through the Data Sharing Network, including without limitation any confidentiality or privacy requirements.
- d. User shall not permit any third party to access or use the Software provided by SunGard Public Sector, nor shall User decompile, disassemble or reverse engineer any of the Software or data structures utilized by the Data Sharing Network or permit any third party to do so.
- e. User warrants and represents that it has sufficient right and authority to grant SunGard Public Sector and other users access to its Agency Databases, to cooperate with SunGard Public Sector, as necessary, in the performance of this Agreement and to authorize and permit SunGard Public Sector to perform all work required to allow the Data Sharing Network access to User's Agency Databases (if applicable according to Section 6).

6. Agency Database Sharing. As part of the Subscription, Customer, as User, agrees to make its Agency Databases available to the Data Sharing Network. User shall host such Agency Databases on its server and shall cooperate if and when SunGard Public Sector, at its sole discretion, implements minor modifications reasonably required to provide Agency Database compatibility with and accessibility to the Data Sharing Network. Notwithstanding the foregoing, this Section 6 is not applicable where User has purchased a Non-RMS (view only) license and shall not be sharing any data on the P2P network (querying data from other agencies only). Notwithstanding anything to the contrary, User grants SunGard Public Sector permission to use the information contained in User's Agency Database to demonstrate solely to other law enforcement personnel the capabilities of the Data Sharing Network for purposes of increasing the number of departments utilizing the Data Sharing Network.

PAY AGENT SUPPLEMENT

1. Additional Definitions. "Pay Agency Products" means the products and services of those vendors (in each case, a "Vendor") that are identified in an Exhibit 1 (the "Pay Agency Products").

2. Pay Agent Designation. Customer designates SunGard Public Sector as Customer's pay agent for data processing related purchases and acquisitions, for the sole and exclusive purpose of allowing SunGard Public Sector, on behalf of Customer, to make payment to each Vendor for Customer's procurement of the Pay Agency Products under the terms and conditions of agreements (each a "Vendor Agreement") to be executed and made by and between Customer and Vendor. Customer covenants and agrees that it will promptly take all actions reasonably necessary to effect such designation of SunGard Public Sector as Customer's pay agent as provided for in this Section 2; and SunGard Public Sector covenants and agrees that, promptly after receipt of payment from Customer, SunGard Public Sector will make payment to each Vendor for Customer's procurement of the Pay Agency Products.

3. Pay Agency Products Procurement. SunGard Public Sector will, as soon as reasonably practicable, obtain for Customer, as Customer's pay agent, the Pay Agency Products from the Vendor, FOB Vendor's place of business, for use by Customer in each instance pursuant to the applicable Vendor Agreement. SunGard Public Sector will remit payments made to SunGard Public Sector by Customer promptly upon customary terms for the Pay Agency Products to the Vendor on behalf of Customer. **CUSTOMER IS HEREBY ADVISED THAT VENDOR, AND NOT SUNGARD PUBLIC SECTOR, ASSUMES ALL RESPONSIBILITY FOR AND LIABILITY IN CONNECTION WITH THE PAY AGENCY PRODUCTS. SUNGARD PUBLIC SECTOR IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ARE BINDING UPON VENDOR OR TO ENGAGE IN ANY OTHER ACTS THAT ARE BINDING UPON VENDOR, EXCEPTING SPECIFICALLY THAT SUNGARD PUBLIC SECTOR IS AUTHORIZED TO REPRESENT THE FEES FOR THE PAY AGENCY PRODUCTS AS THE SAME IS PROVIDED FOR IN EXHIBIT 1 AND TO ACCEPT PAYMENT OF SUCH AMOUNTS FROM CUSTOMER ON BEHALF OF VENDOR. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE DEEMED TO HAVE TAKEN TITLE OR ANY SIMILAR RIGHT OR INTEREST IN OR OF ANY PAY AGENCY PRODUCTS IN THE CHAIN OF DISTRIBUTION TO CUSTOMER, AND TITLE OR SUCH SIMILAR RIGHT OR INTEREST IN OR TO THE PAY AGENCY PRODUCTS WILL BE DEEMED TO VEST IN CUSTOMER ONLY AS OTHERWISE PROVIDED FOR IN THE VENDOR AGREEMENT.**

4. Term of Pay Agency. SunGard Public Sector's status as Customer's pay agent will expire promptly after SunGard Public Sector remits payment of the Pay Agency Products license fee to Vendor on behalf of Customer.

5. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE PAY AGENCY SOFTWARE. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY VENDOR. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

6. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE VENDOR PURSUANT TO THIS AGREEMENT, SUNGARD PUBLIC SECTOR WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE PAY AGENCY SOFTWARE. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR OTHER DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

AGREEMENT

This Agreement is made between the City of Decatur, Illinois ("City"), a municipal corporation, Macon County, Illinois, ("County"), and the Village of Mt. Zion, Illinois, ("Village"), a municipal corporation, body politics and units of local government.

WHEREAS, the City, County and the Village are units of local government, as defined by Article VII, Section 1 of the Constitution of the State of Illinois ("Constitution"); and,

WHEREAS, the City, the County and the Village are authorized and empowered by Article VII, Section 10 of the Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., to enter into intergovernmental agreements; and,

WHEREAS, the City, the County and the Village utilize a common Communication Dispatch Center ("Center") which is the emergency dispatch center for the emergency services of the parties; and,

WHEREAS, the City, the County and the Village are parties to an Agreement previously entered into in which the City is responsible for the operation of the Center, owns the equipment used in the operation of the Center and employs the employees of the Center; and,

WHEREAS, the County is responsible under an Agreement with the City for the preservation and retention of police records and reports; and,

WHEREAS, the City, the County and the Village recognize and agree that the software currently utilized by the Center requires updating and replacing in order to provide an efficient and reliable system for dispatching emergency services and report writing; and,

WHEREAS, the City, the County and the Village agree that they will each benefit by a software upgrade to the dispatch and report writing system currently utilized.

NOW THEREFORE, for and in consideration of the promises and covenants made herein and for their mutual benefit and the benefit of the public, industry and business, the City, the County and the Village agree as follows:

SECTION 1: EQUIPMENT

A. The City shall purchase from SunGuard Public Sector the OneSolution ("OSSl") software system to be used for dispatch and report writing by the parties subject to Section 2 of this Agreement.

B. The City shall own all equipment utilized in the Center including, but not limited to the software OSSl.

C. The City shall be responsible, subject to the provisions set forth in Section 2, for the maintenance of said equipment and software.

D. The City is authorized by the parties to make adjustments and any modifications to the equipment and/or software it deems necessary and required.

SECTION 2: PURCHASE

A. The City shall purchase the OSSl on or about November 2011 for an amount not to exceed One Hundred Fifteen Thousand Two Hundred Fifty-Eight Dollars and Two Cents (\$115,258.02).

B. The County shall reimburse the City for their pro rata share of the cost of OSSl in the amount of Sixteen Thousand Six Hundred Seventeen Dollars and Thirty-Three Cents (\$16,617.33).

C. The Village shall reimburse the City for their pro rata share of the cost of OSSl in the amount of Two Thousand Three Hundred Seventy-Three Dollars and Ninety Cents (\$2,373.90).

D. The County and Village agree to reimburse the City the above amounts within thirty (30) days of demand by the City.

SECTION 3: MAINTENANCE

A. The City shall be responsible for the annual payment of the maintenance agreement costs of OSSl when due.

B. The County shall reimburse the City annually for their pro rata share of the maintenance agreement costs of OSSl in the amount of 15.64% of the total annual maintenance costs.

C. The Village shall reimburse the City annually for their pro rata share of the maintenance agreement costs of OSSl in the amount of 2.23% of at the total annual maintenance costs.

D. The County and the Village shall reimburse the maintenance costs to the City on or before April 15, 2012 and a like amount on April 15 of each year thereafter and without further notice or request for said reimbursement from the City.

SECTION 4: TERM OF AGREEMENT

A. This Agreement shall be effective as of the date the parties sign and execute it.

B. This Agreement shall be in effect for the time period that OSSl is utilized by the City in the Center.

C. Notwithstanding anything to the contrary, this Agreement may be terminated by any party upon giving the other parties ninety (90) days written notice of its intention and desire to terminate the same.

SECTION 5: ASSIGNMENT

The parties agree that they may not and will not assign their interests or responsibilities under this Agreement without the express written consent of the other parties.

SECTION 6: MISCELLANEOUS PROVISIONS

A. Modifications to this Agreement shall be made in writing upon agreement of the parties.

B. If any provision of this Agreement is found to be void or unenforceable for any reason by any court or other body of competent jurisdiction, the remaining provisions hereof shall be unaffected by such decision or decisions and shall remain in full force and effect.

C. All previous Intergovernmental Agreements heretofore entered into by the City and/or the County and/or the Village and not in conflict with this instant Agreement are not, by this Agreement, hereby impaired or limited in any manner, and said previous Intergovernmental Agreements or amendments to such Agreements remain in full force and effect.

D. The headings contained herein are for convenience only and shall not be used to define, explain, modify or aid in the interpretation or construction of the contents.

SECTION 7: NOTICES

For purposes of this Agreement, any notices required to be sent shall be sent to the following:

City of Decatur
Chief of Police
333 South Franklin Street
Decatur, IL 62523

County of Macon
Sheriff
333 South Franklin Street
Decatur, IL 62523

Village of Mt. Zion
Chief of ~~Chief~~ Police
Mt. Zion, IL 62549

CITY OF DECATUR, ILLINOIS, a
municipal corporation.

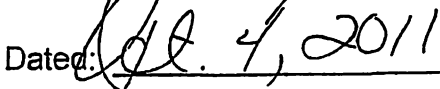
By

Mayor

ATTEST:


CITY CLERK

Dated:


Oct. 4, 2011

MACON COUNTY, ILLINOIS,

By *Jay A. Danner*
Its _____

ATTEST:

[Signature]
Its *Wilson*

Dated: 10-13-11

VILLAGE OF MT. ZION, ILLINOIS, a
municipal corporation,

By *Bill [Signature]*
Its *Mayor*

ATTEST:

[Signature]
Its *Madara Dence*
Village Clerk

Dated: 10/18/11

SUNGARD PUBLIC SECTOR
 1000 Business Center Drive
 Lake Mary, FL 32746
 800-727-8088
 www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	118864	29/Apr/2016	1 of 4

Bill To: City of Decatur, IL (OSSI)
 Police Dept.
 707 South Side Drive
 DECATUR, IL 62521-4021
 United States

Ship To: City of Decatur, IL (OSSI)
 Police Dept.
 707 South Side Drive
 DECATUR, IL 62521-4021
 United States

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 4154	City of Decatur, IL (OSSI)		USD	NET30	29/May/2016

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No. 111267				
1	OSSI Base Computer Aided Dispatch System Maintenance Start: 01/Jun/2016, End: 31/May/2017	1.00	13,953.44	13,953.44
2	OSSI E911 Interface Module Maintenance Start: 01/Jun/2016, End: 31/May/2017	1.00	1,103.43	1,103.43
3	ONESolution CAD Map Display and Map Maintenance Software License Maintenance Start: 01/Jun/2016, End: 31/May/2017	1.00	1,103.43	1,103.43
4	ONESolution Additional CAD Map Display & Map Maintenance Client License Maintenance Start: 01/Jun/2016, End: 31/May/2017	7.00	401.26	2,808.82
5	OSSI Additional CAD Console License Maintenance Start: 01/Jun/2016, End: 31/May/2017	4.00	782.44	3,129.76
6	OSSI - LAN Client License for Message Switch Maintenance Start: 01/Jun/2016, End: 31/May/2017	8.00	60.18	481.44
7	OSSI - CAD Interface to Pictometry Visual Intelligence Maintenance Start: 01/Jun/2016, End: 31/May/2017	1.00	1,504.69	1,504.69
8	OSSI's Integrated Messaging Software Switch Maintenance Start: 01/Jun/2016, End: 31/May/2017	1.00	4,012.49	4,012.49
9	OSSI - CAD - Multi-Jurisdictional Dispatch Option Maintenance Start: 01/Jun/2016, End: 31/May/2017	1.00	802.49	802.49
10	OSSI Firehouse RMS Interface Maintenance Start: 01/Jun/2016, End: 31/May/2017	1.00	1,103.43	1,103.43
11	OSSI CAD Resource Monitor Display License with Maps Client Maintenance Start: 01/Jun/2016, End: 31/May/2017	2.00	300.94	601.88
12	OSSI Base Mobile Server Software Client - Up to 75 Workstations Maintenance Start: 01/Jun/2016, End: 31/May/2017	1.00	5,517.17	5,517.17
13	OSSI MCT Client for Digital Dispatch Maintenance Start: 01/Jun/2016, End: 31/May/2017	65.00	177.44	11,533.60
14	OSSI Review Module for Field Reporting Up to 75 Workstations Maintenance Start: 01/Jun/2016, End: 31/May/2017	1.00	4,012.49	4,012.49

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Page Total 51,668.56

SUNGARD PUBLIC SECTOR
 1000 Business Center Drive
 Lake Mary, FL 32746
 800-727-8088
 www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	118864	29/Apr/2016	2 of 4

Bill To: City of Decatur, IL (OSSI)
 Police Dept.
 707 South Side Drive
 DECATUR, IL 62521-4021
 United States

Ship To: City of Decatur, IL (OSSI)
 Police Dept.
 707 South Side Drive
 DECATUR, IL 62521-4021
 United States

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 4154	City of Decatur, IL (OSSI)		USD	NET30	29/May/2016

No	SKU Code/Description/Comments	Units	Rate	Extended
15	ONESolution MFR Client Maintenance Start: 01/Jun/2016, End: 31/May/2017	55.00	177.44	9,759.20
16	OSSI Mobile Client Maps Maintenance Start: 01/Jun/2016, End: 31/May/2017	65.00	35.67	2,318.55
17	OSSI - MFR Client - Accident Reporting Maintenance Start: 01/Jun/2016, End: 31/May/2017	55.00	89.17	4,904.35
18	OSSI - MCT Interface to Firehouse Maintenance Start: 01/Jun/2016, End: 31/May/2017	1.00	1,504.69	1,504.69
19	OSSI - MFR Client - MOBLAN Version Maintenance Start: 01/Jun/2016, End: 31/May/2017	25.00	89.17	2,229.25
20	OSSI Client AVL Mobile License Maintenance Start: 01/Jun/2016, End: 31/May/2017	60.00	26.75	1,605.00
21	OSSI AVL Server Host License Maintenance Start: 01/Jun/2016, End: 31/May/2017	1.00	7,021.86	7,021.86
22	ONESolution CAD Client AVL License Maintenance Start: 01/Jun/2016, End: 31/May/2017	8.00	401.26	3,210.08
23	OSSI Client Base Records Management System - 75 Workstation Maintenance Start: 01/Jun/2016, End: 31/May/2017	1.00	19,349.14	19,349.14
24	OSSI Multi-Jurisdictional RMS Option Maintenance Start: 01/Jun/2016, End: 31/May/2017	1.00	980.84	980.84
25	OSSI RMS Map Display and Pin Mapping License - 75 Workstation Maintenance Start: 01/Jun/2016, End: 31/May/2017	1.00	2,674.99	2,674.99
26	OSSI Crime Analysis Module - Client License Maintenance Start: 01/Jun/2016, End: 31/May/2017	1.00	2,229.17	2,229.17
27	OSSI Basic Accident Module - 5 Workstation Maintenance Start: 01/Jun/2016, End: 31/May/2017	1.00	445.84	445.84
28	OSSI Property and Evidence Module - 5 Workstation Maintenance Start: 01/Jun/2016, End: 31/May/2017	1.00	980.84	980.84
29	OSSI Bar Coding Server License - 5 Workstation	1.00	445.84	445.84

Page Total 59,659.64

SUNGARD PUBLIC SECTOR
 1000 Business Center Drive
 Lake Mary, FL 32746
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 www.sungardps.com

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No	SKU Code/Description/Comments	Units	Rate	Extended
	Maintenance Start: 01/Jun/2016, End: 31/May/2017			
30	OSSI Bar Coding Hand-Held Client License (Each) Maintenance Start: 01/Jun/2016, End: 31/May/2017	5.00	284.43	1,422.15
31	OSSI Notification Module - 75 Workstation Maintenance Start: 01/Jun/2016, End: 31/May/2017	60.00	56.46	3,387.60
32	OSSI Accident Wizard Workstation License Client Maintenance Start: 01/Jun/2016, End: 31/May/2017	1.00	1,605.00	1,605.00
33	OSSI Accident Wizard Base Server License Maintenance Start: 01/Jun/2016, End: 31/May/2017	1.00	891.66	891.66
34	OSSI - OPS RMS Maintenance Start: 01/Jun/2016, End: 31/May/2017	1.00	4,458.32	4,458.32
35	OSSI - OPS CAD Maintenance Start: 01/Jun/2016, End: 31/May/2017	1.00	4,458.32	4,458.32
36	OSSI Police to Police Annual Subscription Fee Maintenance Start: 01/Jun/2016, End: 31/May/2017	1.00	0.00	0.00
37	OSSI Police to Citizen Maintenance Start: 01/Jun/2016, End: 31/May/2017	1.00	2,229.17	2,229.17
Contract No. 130321				
38	OSSI Calls for Service Module Maintenance Start: 01/Jun/2016, End: 31/May/2017	1.00	135.80	135.80
Contract No. 141348				
39	OSSI - RMS Interface to Laserfiche Maintenance Start: 01/Jun/2016, End: 31/May/2017	1.00	824.00	824.00

Page Total 19,412.02

SUNGARD® PUBLIC SECTOR
1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	118864	29/Apr/2016	4 of 4

Bill To: City of Decatur, IL (OSSI)
Police Dept.
707 South Side Drive
DECATUR, IL 62521-4021
United States

Ship To: City of Decatur, IL (OSSI)
Police Dept.
707 South Side Drive
DECATUR, IL 62521-4021
United States

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 4154	City of Decatur, IL (OSSI)		USD	NET30	29/May/2016

No	SKU Code/Description/Comments	Units	Rate	Extended
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Remittance: SunGard Public Sector
Bank of America
12709 Collection Center Drive
Chicago, IL 60693

Inquiries: Accounts.ReceivableLG@SunGardPS.com

Subtotal	130,740.22
Sales Tax	0.00
Invoice Total	130,740.22
Payment Received	0.00
Balance Due	130,740.22

Management Services

DATE: 5/30/2016

MEMO:

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 2005 East Olive Street from M-1 Intense Commercial/Light Industrial District to M-2 Heavy Industrial District

SUMMARY RECOMMENDATION: Staff recommends approval of the rezoning to M-2 Heavy 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 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.

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
M-1 INTENSE COMMERCIAL/LIGHT INDUSTRIAL DISTRICT TO
M-2 HEAVY INDUSTRIAL DISTRICT
- 2005 EAST OLIVE 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 Jim Hoback FBO Equipment Leasing Company, to rezone premises legally described as:

The South 101 feet of Lot 1 of Jerald's Addition as per Plat recorded in Book 5000 on Page 22 of the records in the Recorder's Office of Macon County, Illinois,

from M-1 Intense Commercial/Light Industrial District to M-2 Heavy 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 M-1 Intense Commercial/Light Industrial District to M-2 Heavy 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 6th 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	Jim Hoback EBO Equipment Leasing Company				
Address	125 Shadow Ridge				
City	Forsyth	State	IL	Zip	62535
Telephone	217-412-5820	Fax	217-450-8500	E-mail	hoback125@yahoo.com
Property Owner	Matthew S. Wood				
Address	8456 Spricewood RD				
City	China Springs	State	TX	Zip	76633
Telephone	817-433-7912	Fax	N/A	E-mail	ms-wood@baylor.edu
Representative					
Address					
City		State		Zip	
Telephone		Fax		E-mail	

SECTION TWO: SITE INFORMATION

Street Address	2005 E. OLIVE ST					
Legal Description	12-12-125-027 PLEASE SEE ATTACHMENTS					
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	☐ 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.
PLEASE SEE ATTACHMENTS	

SECTION FOUR: JUSTIFICATION	
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):	
PLEASE SEE ATTACHMENTS	

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	D. Hollock	Date	4-4-16

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.	

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	



CENTRAL ILLINOIS COMMERCIAL LLC.

225 S. Main

Suite 200

Decatur, IL 62523

217-450-8500 phone

217-450-8505 fax

Section Two: Site Information

Commonly known as: 2005 East Olive Street, Decatur, Illinois 62526

Permanent Tax Identification Number: 04-12-12-128-027

Legal Description: Section 12-16-2E Jerald's Addition Lot 1 101 x 300.08; situate, lying and being in the City of Decatur, County of Macon and State of Illinois.

Site improvements: Metal building of 14,200 sqft approximately
Wood frame building of approx.. 600 sqft.
Asphalt drive and parking

Size of Tract: 101' x 300.08' 30,308 sft .695 acre

Present zoning: North part of tract, approximately 101' x 200' M-2 Zoning
South part of tract, approximately 101' x 100' M-1 Zoning

Section Three: Purpose

The purpose for the request for rezoning consideration is to facilitate the purchase of this property by an existing Decatur business which will allow this business to expand and grow in a larger facility.

Section Four: Justification

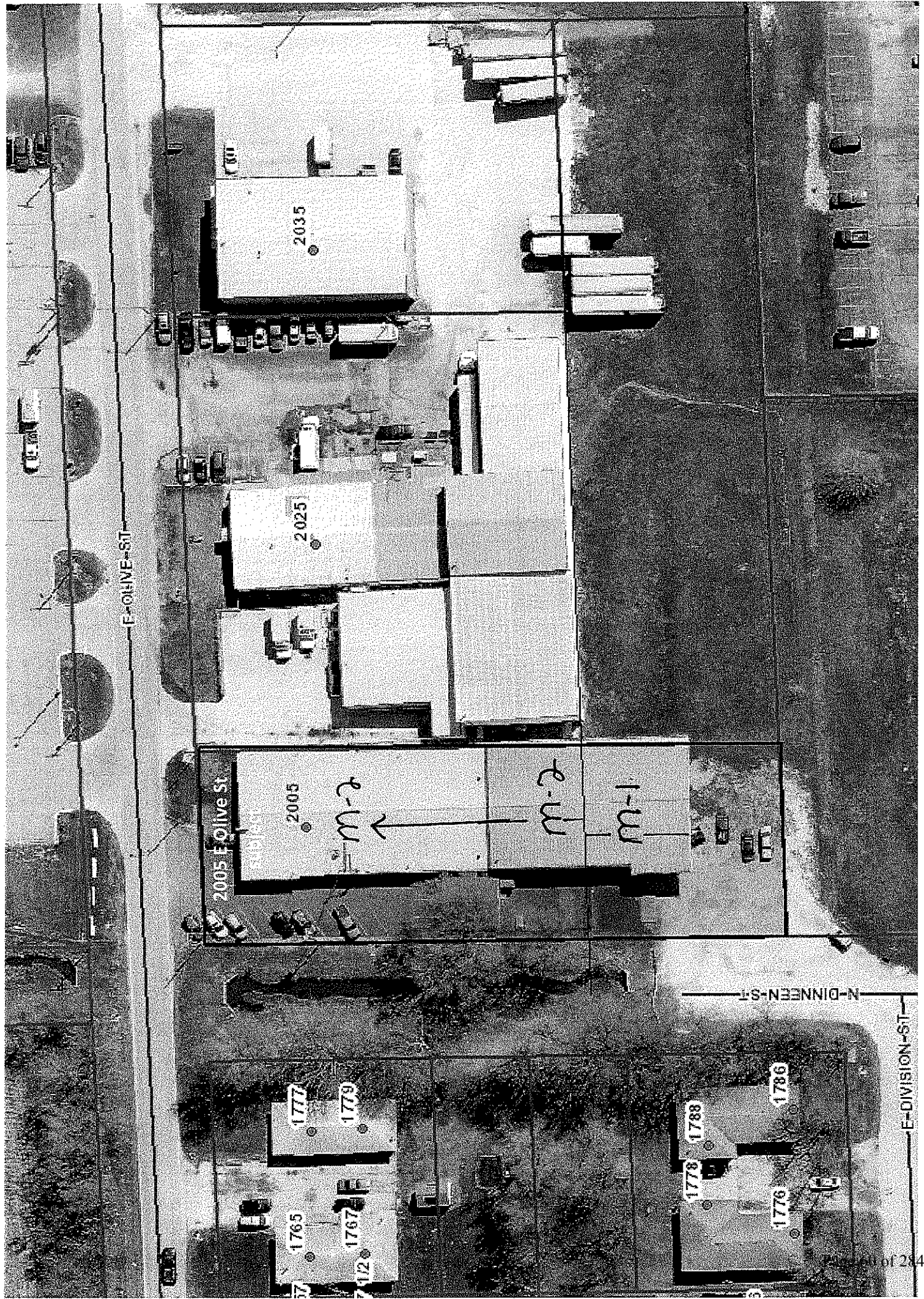
The request for rezoning a portion of this parcel is to facilitate the purchase and expansion of a business that currently owns property in Decatur and does business in Decatur and the surrounding area. Their current location at 708 N College St. is zoned M-2.

The subject property is largely within the M-2 zoning category however there is a zoning boundary that bifurcates the tract with the south portion being identified as zoned M-1.

In consideration of the prospective owner's business and investment, it requests the entire tract be zoned M-2. The prospective owner would require this to avoid any potential conflict arising from allowed uses within M-2 being erroneously assigned to have taken place in that portion of the property zoned M-1.

The petitioner respectfully requests the Plan Commission move favorably on this petition. The petitioner and/or its representative will be present at the hearing to answer any questions.

Also attached: aerial photos of area.

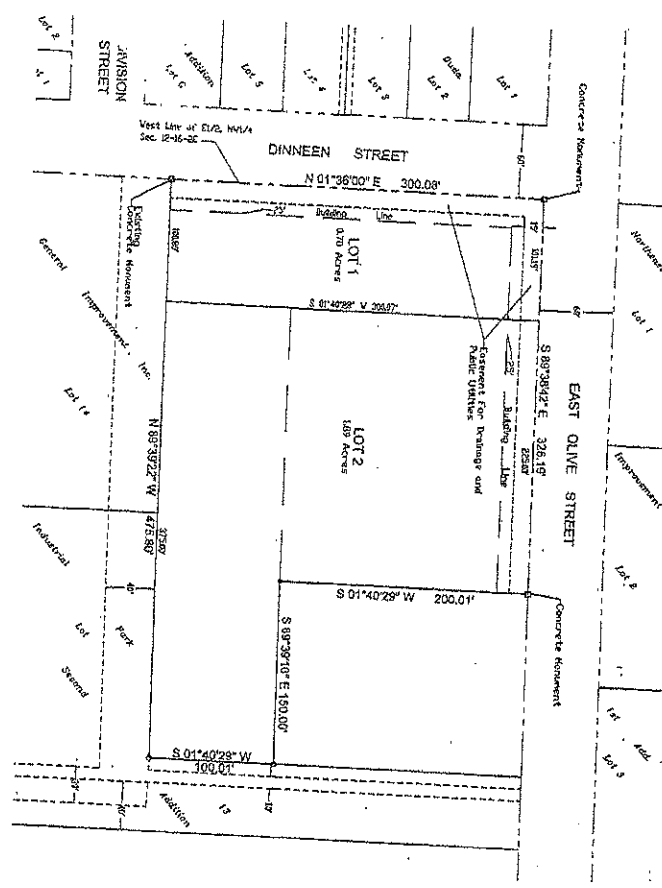


Re-Zoning request for 2005 E. Olive Street

JERALD'S ADDITION

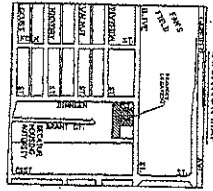
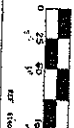
A SUBDIVISION IN A PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE 10TH PRINCIPAL MERIDIAN

OWNER / SUBDIVIDERS: ROBERT JESWARO, DEBRA JESWARO, MATTHEW WOOD

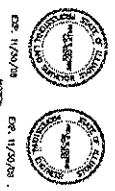


SCALE: 1" = 50'

DATE: 08/08/09
 BY: Robert Jeswaro
 DEBRA JESWARO
 MATTHEW WOOD
 OWNER / SUBDIVIDERS



1. BEARING OF THE MONUMENT CORNER AT THE N.E. CORNER OF LOT 1 IS N 01°36'00" E 300.00'.
2. BEARING OF THE MONUMENT CORNER AT THE S.E. CORNER OF LOT 1 IS S 89°38'42" E 326.15'.
3. BEARING OF THE MONUMENT CORNER AT THE S.W. CORNER OF LOT 1 IS S 01°40'25" W 100.00'.
4. BEARING OF THE MONUMENT CORNER AT THE N.W. CORNER OF LOT 1 IS N 89°38'10" E 190.00'.
5. BEARING OF THE MONUMENT CORNER AT THE S.E. CORNER OF LOT 13 IS S 89°38'10" E 190.00'.
6. BEARING OF THE MONUMENT CORNER AT THE S.W. CORNER OF LOT 13 IS S 01°40'25" W 100.00'.
7. BEARING OF THE MONUMENT CORNER AT THE N.E. CORNER OF LOT 13 IS N 01°36'00" E 300.00'.
8. BEARING OF THE MONUMENT CORNER AT THE S.E. CORNER OF LOT 13 IS S 89°38'42" E 326.15'.
9. BEARING OF THE MONUMENT CORNER AT THE S.W. CORNER OF LOT 13 IS S 01°40'25" W 100.00'.
10. BEARING OF THE MONUMENT CORNER AT THE N.W. CORNER OF LOT 13 IS N 89°38'10" E 190.00'.



OWNER: Robert Jeswaro, Debra Jeswaro, Matthew Wood
 BY: Robert Jeswaro, Debra Jeswaro, Matthew Wood
 DATE: 08/08/09

FINAL PLAT

JERALD'S ADDITION

PWC
 PLANNING & CONSTRUCTION
 1500 W. 10th Ave., Suite 100
 Minneapolis, MN 55408
 Phone: (612) 779-2200 Fax: (612) 779-2211
 Email: info@pwc.com
 Website: www.pwc.com

Decatur City Plan Commission

2005 East Olive Street



Cal. No.: 16-11

Date: May 5, 2016

Petition of: Jim Hoback

Requested Action: Rezone to M-2 Heavy Industrial District

0 250 500
Feet



Legend

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

STAFF REPORT
Decatur City Plan Commission

COMMON NAME: 2005 East Olive Street

GENERAL INFORMATION

Hearing Date May 5, 2016
Calendar No. 16-11
Property Location 2005 East Olive Street
Requested Action Rezone from M-1 Intense Commercial/Light Industrial District to M-2 Heavy Industrial District
Petitioner Jim Hoback FBO Equipment Leasing Company

LAND USE AND ZONING

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Industrial	M-1	Employment
North	Industrial	M-2	Employment
South	Undeveloped	M-1	Employment
East	Undeveloped	M-1	Employment
West	Two Family Residential/Vacant	R-5	Residential-Low Density

BACKGROUND

1. 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.
2. 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.

PROJECT DESCRIPTION

1. 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.

STAFF ANALYSIS

1. 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.
2. 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 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 16-11 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 M. Stickle
Senior Planner

ATTACHMENTS

1. Petition
2. Location Map

Excerpts from Plan Commission Meeting of May 5, 2016:

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.

Public Works

DATE: 5/17/2016

MEMO: 2016-23

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory--1415 North Sunnyside Road

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

BACKGROUND:

The subject property adjoins Decatur City limits on the north, south and east. Property to the west is located in the County. The lot contains approximately 6.005 acres. The lot is improved with a residence. The following information is relevant to the areas in question:

1. City water is currently available and connected to the subject property. Water service was first connected in 2013.
2. No additional public infrastructure or municipal services are needed or contemplated.
3. Decatur Fire response distance and time averages 4.2 miles and 8 minutes, respectively.

POTENTIAL OBJECTIONS: No known objections

INPUT FROM OTHER SOURCES: The owner request annexation for water service.

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

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: Based on the current assessed value, approximately \$503 in real estate, \$67 in motor fuel and \$231 in state income taxes may be realized

annually by annexing the property.

ATTACHMENTS:

Description	Type
2016-23 Ordinance	Ordinance
2016-23 Petition	Backup Material
2016-23 Plat	Backup Material
2016-23 Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
- 1415 North Sunnyside Road -**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith, the petition under oath of Michele L. Brown requesting that there be annexed to the City territory described as:

1415 North Sunnyside Road, Decatur, Illinois:

Lot Fourteen (14) of West Sunnyside Heights-First Addition (Lot size: 1321' x 198') Situated in Macon County, Illinois.

Permanent Index Number 04-12-07-255-004.

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of June, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

OCCUPIED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

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

Lot Fourteen (14) of West Sunnyside Heights – First Addition (Lot size: 1321' x 198')

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

NAME
Richard D. Hughes
Signature of Owner(s)

Signature of Owner(s)
HUGHES, RICHARD D.
Printed Name of Owner(s)

Printed Name of Owner(s)

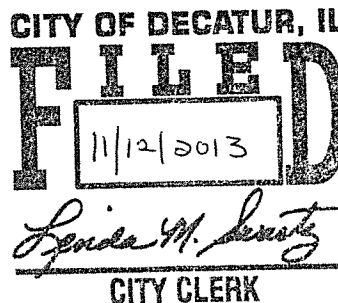
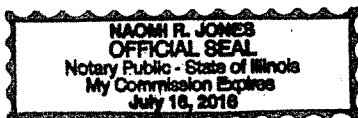
ADDRESS
1415 N. SUNNYSIDE RD
DECATUR, IL 62522

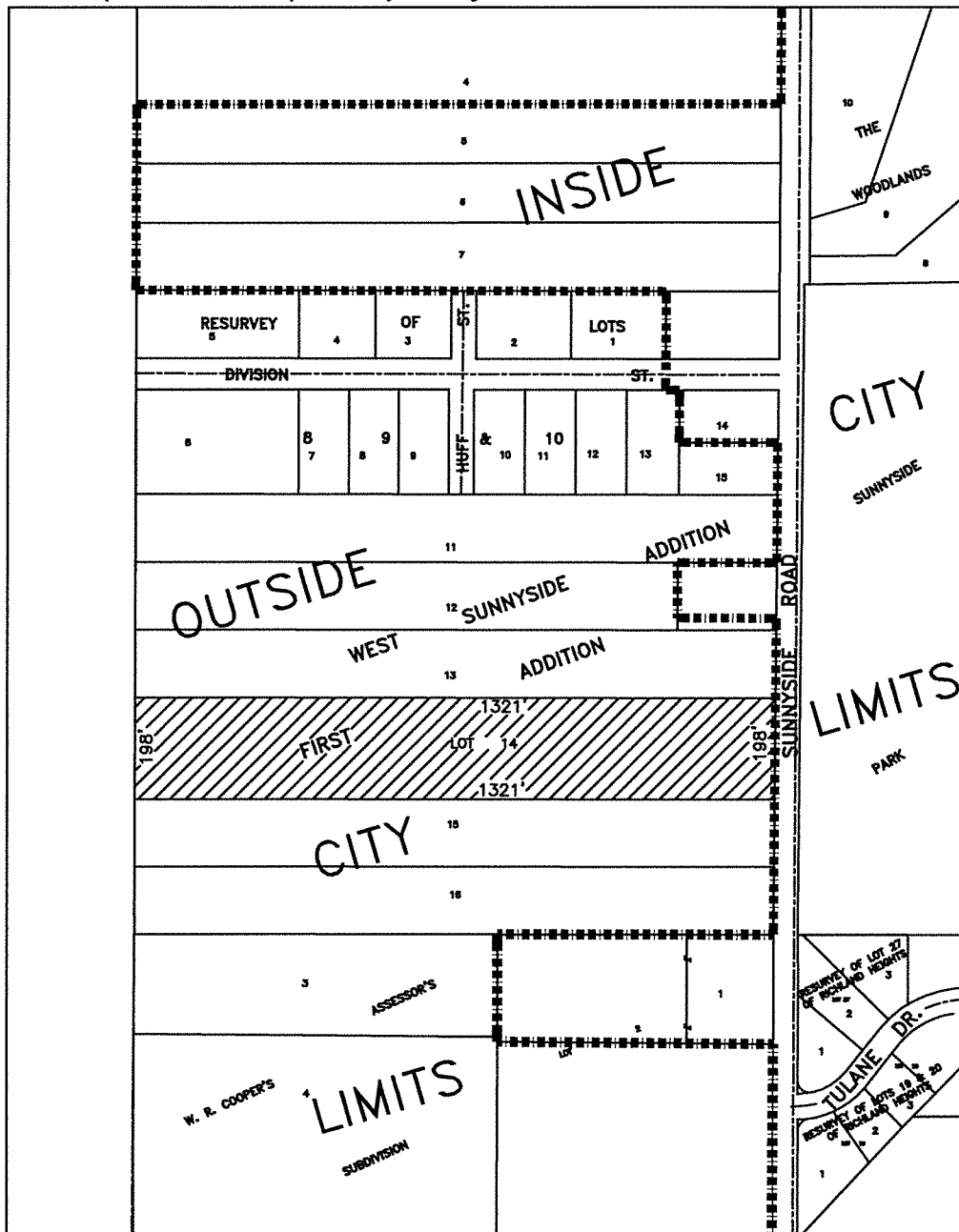
217-422-9955
Contact Telephone Number

Signed and sworn to before me this

12th day of Nov. 2013

Naomi R Jones
NOTARY PUBLIC





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
1415 N. Sunnyside Road



indicates territory annexed



indicates existing corporate limits

6.005± acres

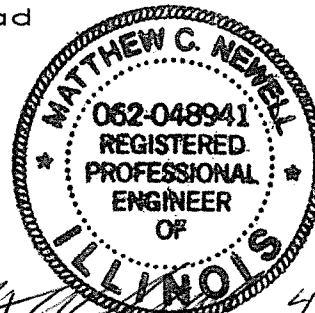
AREA 0.0094± sq. miles

0 lin. ft. of public road

DECATUR township



N.T.S.



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

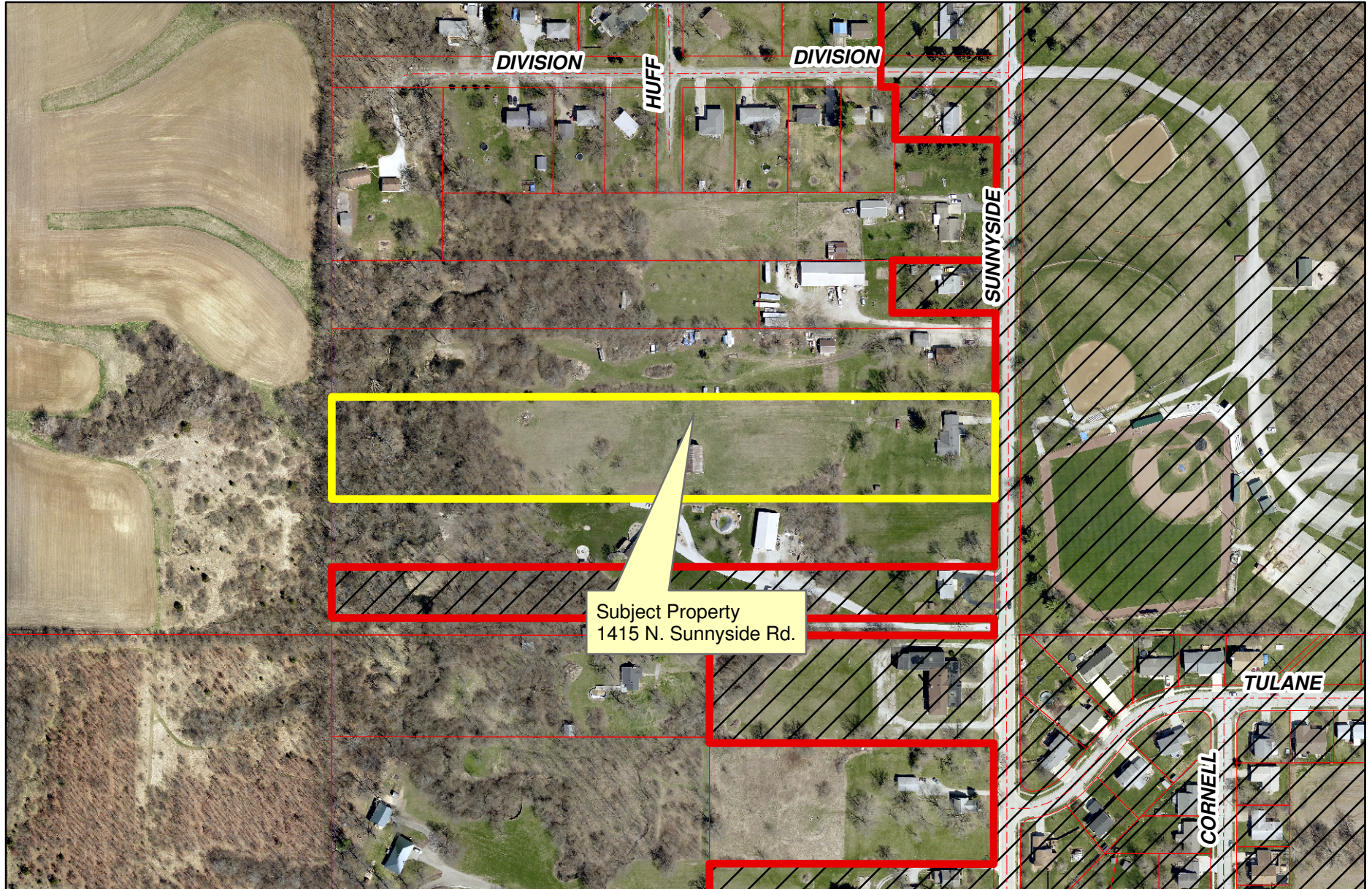
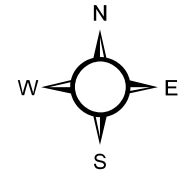
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2016

ORDINANCE NO: _____

DATE: _____

**Property Proposed to be Annexed
Vicinity Map for 1415 N. Sunnyside Road**



Public Works

DATE: 5/18/2016

MEMO: 2016-22

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, Public Works Director
Deborah M. Perry, Purchasing Supervisor

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

SUMMARY RECOMMENDATION: Staff recommends awarding a contract in the amount of \$33,125.00 to Bod Ridings, Inc., Decatur, IL, to furnish one (1) 2016 Ford F-250, heavy duty 3/4 ton pick-up truck with snow plow.

BACKGROUND:

The Public Works Traffic Section is replacing one (1) 2001 Ford Escape, due to age and condition. The normal life expectancy is ten (10) years.

The new Ford F-250 will be assigned to the Traffic Section Foreman. This vehicle will better serve the Traffic Department for snow removal, occasional transportation of supplies and equipment and for use by supervisory personnel to monitor the activities of section employees and respond to service request by citizens.

The replacement vehicle is estimated to be delivered in 30 days.

The Public Works Traffic Section requested a vehicle with specific features:

- 3/4 ton four-wheel drive pick-up truck.
- 7'6" snow plow.

OTHER BIDDERS: Fourteen (14) bid proposals were sent out with five (5) bids returned.

DISPOSAL OF REPLACED UNIT: The old unit has been sold at auction.

POTENTIAL OBJECTIONS: Mr. Warren of Bob Brady Auto Mall whose bid price

expired on May 20, 2016, the last date a 2016 model could be ordered from the factory.

INPUT FROM OTHER SOURCES: Fleet Maintenance wrote the bid specifications based on Traffic Section requirements.

STAFF REFERENCE: Richard G. Marley, Public Works Director, Rennie A. Young, Fleet Supervisor. Richard G. 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 Rennie A. Young, Fleet Supervisor.

BUDGET/TIME IMPLICATIONS: Funding for expenditure is available in the FY2016 Budget.

ATTACHMENTS:

Description	Type
2016-22 Resolution	Resolution Letter
Bid Summary	Backup Material
2016-22 Bid Condition Letter	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID OF
BOB RIDINGS, INC., DECATUR, IL FOR THE PURCHASE OF
ONE (1) FORD F-250 2016, HEAVY DUTY ¾ TON PICK-UP TRUCK WITH SNOW
PLOW**

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

Section 1. That the tabulation of the bid received for furnishing one (1) 2016 Ford F-250, heavy duty ¾ ton pick-up truck with snow plow, Bid No. 2016-06 presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the bid of Bob Ridings, Inc., in the amount of \$33,125.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Bob Ridings, Inc., for their bid price of \$33,125.00.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager,

PRESENTED and ADOPTED this 6th day of June, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debbie Bright, City Clerk

Project Name: Heavy Duty 3/4 Ton Pickup Truck with Plow				Bob Brady Auto Mall		Bob Ridings, Inc.		Jackson Ford, Inc.		Jackson Ford, Inc.		Poage Cadillac Buick GMC	
Project Number: 2016-06				Decatur, IL		Taylorville, IL		Decatur, IL		Decatur, IL		Forsyth, IL	
Bid Date: May 4, 2016										Alternate Bid			
Time: 10:00 a.m.													
	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	Heavy Duty 3/4 Ton Pickup Truck with Plow			2016		2016		2017		2017		2016	
				Ram		Ford		Ford		Ford		GMC	
				2500		F250		F250		F250		Sierra	
				Regular Cab		Regular Cab							
				4x4	\$32,537.27		\$33,125.00		\$33,734.00		\$34,514.00		\$36,758.57
TOTAL				\$32,537.27		\$33,125.00		\$33,734.00		\$34,514.00		\$36,758.57	

[illegible]**TOTAL**

\$33,125.00

\$33,734.00

\$34,514.00

\$36,758.57

CHRYSLER

DODGE

Jeep



5/4/2016

City Of Decatur
Purchasing Division – 1st Floor
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523

To: Deborah M. Perry, Purchasing Supervisor

From: Brad Warren, Fleet Sales Director

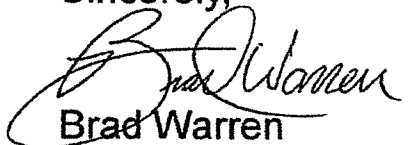
Re: Invitation To Bid - #2016-06

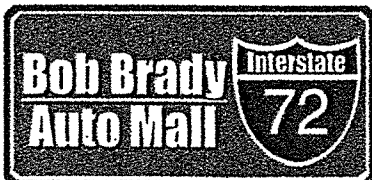
Enclosed is our bid for (1) new, 2016 Ram 2500 Regular Cab 4X4
Tradesman truck as per the bid request "Heavy Duty ¾ Ton Pick Up
Truck With Plow" - # 2016-06.

Please note that the cut-off date to place an order for a 2016 model
year heavy duty Ram truck is Friday, May 20, 2016. Any orders
placed after this date are subject to not being built as a 2016 model
year vehicle. Dealer-locating a similarly equipped vehicle is an option
but we cannot guarantee the same pricing as options may not match
Bid # 2016-06.

Thank you for the opportunity to earn your business and Bob Brady
Auto Mall looks forward to assisting you with your new vehicle.

Sincerely,


Brad Warren
Fleet Sales Director



4025 East Boyd Road • Decatur, Illinois 62521 • 217.876.3800 • Fax 217.876.3801
www.bobbrady.com

Public Works

DATE: 5/24/2016

MEMO: 2016-28

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
Miscellaneous Sanitary & Storm Sewer Improvement Project,
City Project 2016-09

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum
No. 2016-28.

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

ATTACHMENTS:

Description	Type
Council Memorandum No. 2016-28	Cover Memo
Resolution	Resolution Letter
Council Bid Tab	Backup Material

Public Works Memorandum
NO. 2016-28

DATE: May 26, 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 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2016-09

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve the attached resolution accepting the bid and awarding the contract for the 2016 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2016-09, to Entler Excavating Company, Inc. as the lowest responsive and responsible bidder in the amount of \$396,130, and that the Mayor be authorized to execute the contract, and the City Clerk to attest.

PRIOR COUNCIL ACTIONS:

July 20, 2009 - The City Council was presented the Stormwater Master Plan in study session. The Master Plan identified 47 problem drainage areas.

The Miscellaneous Sanitary & Storm Sewer Improvement Project is an annual project for the City and has been approved by the Council for many years.

BACKGROUND:

Sanitary Sewer Priorities

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

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

The 2016 Miscellaneous Sanitary & Storm Sewer Improvement Project primarily addresses priority numbers 3 and 4, system operation and maintenance and small diameter sewer rehabilitation. The project is an annual project prepared by the Public Works Department to assist with both emergency repairs and normal improvements to the City's sanitary sewer system.

Storm Sewer Priorities

The 2009 Stormwater Master Plan addresses three main topics:

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

In April, 2014, the City Council approved the creation of a Stormwater Utility to provide a dedicated funding source to improve known drainage problems and to improve maintenance on existing stormwater facilities. In addition to providing for rapid response work for storm sewer problems, the 2016 Miscellaneous Sanitary & Storm Sewer Improvement Project will address some of items 1 and 2 above.

Project Description

The 2016 Miscellaneous Sanitary & Storm Sewer Improvement Project works to resolve sanitary and storm sewer concerns as they are identified through televised inspections, routine maintenance and public observation. This project enables the City to respond in a rapid manner as problems within the sanitary and storm sewer system arise and must be addressed quickly. Having unit bid prices in place for sewer repairs enables the City to move rapidly to address collapsed pipe or sink holes as they are located in the sewer system and before they turn into major public problems. This also reduces the number of emergency time and material repair contracts that must be brought before the City Council.

The 2016 Miscellaneous Sanitary & Storm Sewer Improvement project will repair both storm and sanitary sewers under one contract. All the repair costs at each location will be separated between storm and sanitary improvements and will be paid for under the Sewer Fund (sanitary sewer work) or Stormwater Fund (storm sewer work). Approximately 75% of the project is expected to be sanitary sewer related and 25% of the project storm sewer related.

Public Letting Results

The project specifications were prepared by the Public Works Department. The project was advertised Wednesday, May 11, 2016, and bids were opened on May 24, 2016. The results for the letting are as follows:

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est. Over/Under</u>
Entler Excavating Company, Inc.	\$396,130.00	(8.89%)
Burdick Plumbing & Heating Company, Inc.	\$424,580.00	(2.35%)
Petersburg Plumbing & Excavating	No Bid	-----
ICD Ironhorse, Inc.	No Bid	-----
Engineer's Estimate	\$434,795.00	-----

Four contractors took out bid packages and two contractors submitted a bid proposal for the 2016 Miscellaneous Sanitary & Storm Sewer Improvement Project. Entler Excavating Company, Inc. provided the lowest responsive and responsible bid at 8.89% below the Engineer's Estimate.

Entler has successfully completed storm and sanitary sewer projects for the City and adheres to the prevailing wage rate requirements of the State of Illinois. Staff recommends that the City Council approve a contract with Entler Excavating Company, Inc. to perform the 2016 Miscellaneous Sanitary & Storm Sewer 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. Entler has retained the services of a minority subcontractor to perform trucking operations for this project.

In an effort to expand subcontracting opportunities, Entler identified an opportunity to utilize a subcontractor for providing landscaping services to restore areas damaged during the work. Five minority firms were contacted by phone or email, 1 firm submitted a price quote that exceeded Entler's costs in doing the work in-house; therefore, they will not subcontract this work item.

SCHEDULE:

Work on this project will begin in June and is to be completed by June 1, 2017

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is currently allocated from the Sanitary Sewer Fund at approximately 75% of the project cost (\$297,098) for sanitary sewer work, and the Stormwater Fund at approximately 25% of the project cost (\$99,032) for storm sewer and drainage work. The Sewer Fund is supported by sanitary sewer user fees and the Stormwater Fund is supported by stormwater utility fees. The total project cost is \$396,130.

Staff Impact: The Capital Improvement Plan has allocated staff time for this project. The project will begin in June, 2016 and will be completed by June 1, 2017.

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: 2

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

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH ENTLER EXCAVATING COMPANY, INC., FOR
2016 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT,
CITY PROJECT 2016-09**

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

Section 1. That the tabulation of bids received for City Project 2016-09, 2016 Miscellaneous Sanitary & Storm Sewer Improvement Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Entler Excavating Company, Inc., in the amount of \$396,130 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute a contract between the City of Decatur, Illinois, and Entler Excavating Company, Inc., for said plan, for their bid price of \$396,130.

PRESENTED and ADOPTED this 6th day of June, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

Project Name: 2016 Miscellaneous Sanitary & Storm Sewer Improvement Project Project Number: 2016-09 Bid Date: May 24, 2016 Time: 10:00 A.M. Fund: Sewer Fund and Storm Sewer Fund Organization Code: Sanitary 79487906 and Storm 78487806 Object Code: Sanitary 489030 and Storm 489040				Engineer's Estimate City Engineering Division		Entler Excavating Company, Inc. 819 N Sunnyside Rd. Decatur, IL 62522 PH: 217-428-1865 FAX: 217-428-1895 Stuart Entler, Pres. Karen Rohman karenentlerex@gmail.com		Burdick Plumbing & Heating Co., Inc. 1175 North 20th Street Decatur, IL 62521 PH: 217-429-2385 FAX: 217-429-9781 jeff@burdickplumbing.com	
Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
20800150	TRENCH BACKFILL	600	CU YD	\$42.00	\$25,200.00	\$35.00	\$21,000.00	\$40.00	\$24,000.00
21400100	GRADING & SHAPING DITCHES	150	FOOT	\$5.00	\$750.00	\$5.00	\$750.00	\$10.00	\$1,500.00
25000100	SEEDING, CLASS 1	1	ACRE	\$3,600.00	\$3,600.00	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00
25100105	MULCH, METHOD 1	1	ACRE	\$1,550.00	\$1,550.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00
25100630	EROSION CONTROL BLANKET	30	SQ YD	\$5.00	\$150.00	\$5.00	\$150.00	\$7.00	\$210.00
25200100	SODDING	30	SQ YD	\$35.00	\$1,050.00	\$32.50	\$975.00	\$42.00	\$1,260.00
28000510	INLET PROTECTION	4	EACH	\$5.00	\$20.00	\$10.00	\$40.00	\$100.00	\$400.00
28000900	FENCH (EROSION CONTROL)	75	FOOT	\$7.00	\$525.00	\$4.00	\$300.00	\$7.00	\$525.00
40800010	BITUMINOUS MATERIALS (PRIME COAT)	50	GAL	\$5.00	\$250.00	\$5.00	\$250.00	\$6.00	\$300.00
40800040	INCIDENTAL BITUMINOUS SURFACING	25	TON	\$360.00	\$9,000.00	\$350.00	\$8,750.00	\$400.00	\$10,000.00
42000100	PORTLAND CEMENT CONCRETE PAVEMENT, 6 INCH	200	SQ YD	\$80.00	\$16,000.00	\$75.00	\$15,000.00	\$85.00	\$17,000.00
42000101	ADDITIONAL DEPTH OF PAVEMENT PER 1 INCH GREATER THAN 6 INCH	500	SQ YD	\$13.00	\$6,500.00	\$12.50	\$6,250.00	\$10.00	\$5,000.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	80	SQ YD	\$83.00	\$6,640.00	\$82.50	\$6,600.00	\$80.00	\$6,400.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	150	SQ FT	\$11.00	\$1,650.00	\$12.00	\$1,800.00	\$27.00	\$4,050.00
44000100	PAVEMENT REMOVAL	400	SQ YD	\$16.00	\$6,400.00	\$14.00	\$5,600.00	\$13.00	\$5,200.00
44000200	DRIVEWAY PAVEMENT REMOVAL	150	SQ YD	\$16.00	\$2,400.00	\$14.00	\$2,100.00	\$15.00	\$2,250.00
44000600	SIDEWALK REMOVAL	150	SQ FT	\$5.00	\$750.00	\$4.50	\$675.00	\$5.00	\$750.00
44001700	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	100	FOOT	\$77.00	\$7,700.00	\$77.50	\$7,750.00	\$97.00	\$9,700.00
44213200	SAW CUTS	1,200	FOOT	\$7.00	\$8,400.00	\$4.00	\$4,800.00	\$6.00	\$7,200.00

Project Name: 2016 Miscellaneous Sanitary & Storm Sewer Improvement Project Project Number: 2016-09 Bid Date: May 24, 2016 Time: 10:00 A.M. Fund: Sewer Fund and Storm Sewer Fund Organization Code: Sanitary 79487906 and Storm 78487806 Object Code: Sanitary 489030 and Storm 489040				Engineer's Estimate City Engineering Division		Entler Excavating Company, Inc. 819 N Sunnyside Rd. Decatur, IL 62522 PH: 217-428-1865 FAX: 217-428-1895 Stuart Entler, Pres. Karen Rohman karenentlerex@gmail.com		Burdick Plumbing & Heating Co., Inc. 1175 North 20th Street Decatur, IL 62521 PH: 217-429-2385 FAX: 217-429-9781 jeff@burdickplumbing.com	
Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
550A0340	STORM SEWERS, CLASS A, TYPE 2, 12 INCH	25	FOOT	\$300.00	\$7,500.00	\$250.00	\$6,250.00	\$95.00	\$2,375.00
550A0360	STORM SEWERS, CLASS A, TYPE 2, 15 INCH	25	FOOT	\$350.00	\$8,750.00	\$350.00	\$8,750.00	\$125.00	\$3,125.00
550A0380	STORM SEWERS, CLASS A, TYPE 2, 18 INCH	25	FOOT	\$350.00	\$8,750.00	\$355.00	\$8,875.00	\$150.00	\$3,750.00
550A0410	STORM SEWERS, CLASS A, TYPE 2, 24 INCH	25	FOOT	\$350.00	\$8,750.00	\$355.00	\$8,875.00	\$165.00	\$4,125.00
550A0450	STORM SEWERS, CLASS A, TYPE 2, 36 INCH	60	FOOT	\$300.00	\$18,000.00	\$355.00	\$21,300.00	\$195.00	\$11,700.00
59300100	CONTROLLED LOW-STRENGTH MATERIAL	50	CU YD	\$105.00	\$5,250.00	\$100.00	\$5,000.00	\$85.00	\$4,250.00
60228110	MANHOLES, SANITARY, 4 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	4	EACH	\$4,375.00	\$17,500.00	\$4,250.00	\$17,000.00	\$4,250.00	\$17,000.00
60228120	MANHOLES, SANITARY, 5 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	2	EACH	\$5,650.00	\$11,300.00	\$5,500.00	\$11,000.00	\$5,500.00	\$11,000.00
60228111	ADDITIONAL DEPTH OF MANHOLE 4 FT-DIAMETER	10	FOOT	\$550.00	\$5,500.00	\$500.00	\$5,000.00	\$250.00	\$2,500.00
60228112	ADDITIONAL DEPTH OF MANHOLE 5 FT-DIAMETER	3	FOOT	\$550.00	\$1,650.00	\$600.00	\$1,800.00	\$350.00	\$1,050.00
60240220	INLETS, TYPE A, TYPE 1 FRAME AND GRATE	2	EACH	\$2,300.00	\$4,600.00	\$2,250.00	\$4,500.00	\$2,000.00	\$4,000.00
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	2	EACH	\$2,600.00	\$5,200.00	\$2,250.00	\$4,500.00	\$2,500.00	\$5,000.00
60238700	INLETS, TYPE B, TYPE 1, FRAME AND GRATE	2	EACH	\$2,600.00	\$5,200.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00
60240220	INLETS, TYPE B, TYPE 3, FRAME AND GRATE	2	EACH	\$2,600.00	\$5,200.00	\$2,500.00	\$5,000.00	\$3,000.00	\$6,000.00
67100100	MOBILIZATION	25	EACH	\$1,550.00	\$38,750.00	\$1,000.00	\$25,000.00	\$1,500.00	\$37,500.00
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	15	EACH	\$1,050.00	\$15,750.00	\$1,000.00	\$15,000.00	\$1,500.00	\$22,500.00
70102625	TRAFFIC CONTROL AND PROTECTION, STANDARD 701606	10	EACH	\$2,100.00	\$21,000.00	\$2,000.00	\$20,000.00	\$2,000.00	\$20,000.00
Z0001000	SUSPENSION OF WORK	30	HOURL	\$475.00	\$14,250.00	\$450.00	\$13,500.00	\$700.00	\$21,000.00
Z0018900	DOWEL BARS	70	EACH	\$10.00	\$700.00	\$10.00	\$700.00	\$33.00	\$2,310.00

Project Name: 2016 Miscellaneous Sanitary & Storm Sewer Improvement Project Project Number: 2016-09 Bid Date: May 24, 2016 Time: 10:00 A.M. Fund: Sewer Fund and Storm Sewer Fund Organization Code: Sanitary 79487906 and Storm 78487806 Object Code: Sanitary 489030 and Storm 489040				Engineer's Estimate City Engineering Division		Entler Excavating Company, Inc. 819 N Sunnyside Rd. Decatur, IL 62522 PH: 217-428-1865 FAX: 217-428-1895 Stuart Entler, Pres. Karen Rohman karenentlerex@gmail.com		Burdick Plumbing & Heating Co., Inc. 1175 North 20th Street Decatur, IL 62521 PH: 217-429-2385 FAX: 217-429-9781 jeff@burdickplumbing.com	
Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
Z0059500	SEWER,, TYPE 2, 6 INCH	40	FOOT	\$52.00	\$2,080.00	\$50.00	\$2,000.00	\$60.00	\$2,400.00
Z0059600	SEWER, TYPE 2, 8 INCH	100	FOOT	\$62.00	\$6,200.00	\$70.00	\$7,000.00	\$65.00	\$6,500.00
Z0059700	SEWER, TYPE 2, 10 INCH	50	FOOT	\$77.00	\$3,850.00	\$75.00	\$3,750.00	\$80.00	\$4,000.00
Z0059800	SEWER, TYPE 2, 12 INCH	50	FOOT	\$100.00	\$5,000.00	\$95.00	\$4,750.00	\$90.00	\$4,500.00
Z0059900	SEWER, TYPE 2, 15 INCH	20	FOOT	\$120.00	\$2,400.00	\$110.00	\$2,200.00	\$120.00	\$2,400.00
Z0059925	SEWER, TYPE 2, 18 INCH	20	FOOT	\$140.00	\$2,800.00	\$130.00	\$2,600.00	\$145.00	\$2,900.00
Z0059950	SEWER, TYPE 2, 24 INCH	20	FOOT	\$160.00	\$3,200.00	\$140.00	\$2,800.00	\$155.00	\$3,100.00
Z0060900	SEWER, TYPE 3, 6 INCH	20	FOOT	\$55.00	\$1,100.00	\$52.00	\$1,040.00	\$65.00	\$1,300.00
Z0061000	SEWER, TYPE 3, 8 INCH	50	FOOT	\$62.00	\$3,100.00	\$70.00	\$3,500.00	\$70.00	\$3,500.00
Z0061100	SEWER, TYPE 3, 10 INCH	30	FOOT	\$77.00	\$2,310.00	\$75.00	\$2,250.00	\$85.00	\$2,550.00
Z0061200	SEWER, TYPE 3, 12 INCH	20	FOOT	\$100.00	\$2,000.00	\$95.00	\$1,900.00	\$95.00	\$1,900.00
Z0061500	SEWER, TYPE 3, 15 INCH	20	FOOT	\$120.00	\$2,400.00	\$110.00	\$2,200.00	\$125.00	\$2,500.00
Z0061600	SEWER, TYPE 3, 18 INCH	10	FOOT	\$140.00	\$1,400.00	\$130.00	\$1,300.00	\$150.00	\$1,500.00
Z0061700	SEWER, TYPE 3, 24 INCH	10	FOOT	\$160.00	\$1,600.00	\$140.00	\$1,400.00	\$160.00	\$1,600.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	1	EACH	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
Z0064600	SELECTIVE CLEARING	0.2	ACRE	\$4,100.00	\$820.00	\$4,000.00	\$800.00	\$5,000.00	\$1,000.00
XX000541	EXPLORATORY EXCAVATION	15	EACH	\$650.00	\$9,750.00	\$600.00	\$9,000.00	\$600.00	\$9,000.00
XX000551	STABILIZED CONSTRUCTION ENTRANCE (6-INCH)	10	SQ YD	\$80.00	\$800.00	\$75.00	\$750.00	\$100.00	\$1,000.00

Project Name: 2016 Miscellaneous Sanitary & Storm Sewer Improvement Project Project Number: 2016-09 Bid Date: May 24, 2016 Time: 10:00 A.M. Fund: Sewer Fund and Storm Sewer Fund Organization Code: Sanitary 79487906 and Storm 78487806 Object Code: Sanitary 489030 and Storm 489040				Engineer's Estimate City Engineering Division		Entler Excavating Company, Inc. 819 N Sunnyside Rd. Decatur, IL 62522 PH: 217-428-1865 FAX: 217-428-1895 Stuart Entler, Pres. Karen Rohman karenentlerex@gmail.com		Burdick Plumbing & Heating Co., Inc. 1175 North 20th Street Decatur, IL 62521 PH: 217-429-2385 FAX: 217-429-9781 jeff@burdickplumbing.com	
Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
XX003424	CONNECT TO EXISTING STRUCTURE	15	EACH	\$1,550.00	\$23,250.00	\$1,000.00	\$15,000.00	\$1,500.00	\$22,500.00
XX005486	CONNECT TO EXISTING PIPE (6-12 INCH)	10	EACH	\$325.00	\$3,250.00	\$300.00	\$3,000.00	\$250.00	\$2,500.00
XX005487	CONNECT TO EXISTING PIPE (15-24 INCH)	1	EACH	\$525.00	\$525.00	\$500.00	\$500.00	\$500.00	\$500.00
XX005488	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (6-8 INCH)	25	EACH	\$550.00	\$13,750.00	\$500.00	\$12,500.00	\$600.00	\$15,000.00
XX005489	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (12-15 INCH)	12	EACH	\$750.00	\$9,000.00	\$700.00	\$8,400.00	\$750.00	\$9,000.00
XX005490	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (18-24 INCH)	5	EACH	\$975.00	\$4,875.00	\$950.00	\$4,750.00	\$1,500.00	\$7,500.00
XX004209	SANITARY SERVICE CONNECTION	8	EACH	\$800.00	\$6,400.00	\$900.00	\$7,200.00	\$1,000.00	\$8,000.00
XX005719	FILLING EXISTING SANITARY SEWER <15 INCH	20	FOOT	\$40.00	\$800.00	\$30.00	\$600.00	\$100.00	\$2,000.00
	TOTAL BIDS (AS CORRECTED)				\$434,795.00		\$396,130.00		\$424,580.00
	Percent Over Under ENGINEER'S ESTIMATE						-8.89%		-2.35%


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

5-26-16
 Date

Public Works

DATE: 5/27/2016

MEMO: 2016-21

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Agreement with Bainbridge, Gee, Milanski, & Associates, Inc. (BGM) to Design
Improvements to the Shore Oak and Green Oak Pump Stations,
City Project 2016-02

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum
No. 2016-21.

COPY: Bainbridge, Gee, Milsanski & Associates, Inc.

ATTACHMENTS:

Description	Type
Council Memo No. 2016-21	Cover Memo
Resolution Authorizing Agreement	Resolution Letter
BGM Agreement for Shore Oak/Green Oak	Backup Material
Location Map Shore Oak Pump Station	Exhibit
Location Map Green Oak Pump Station & Force Main	Exhibit

**PUBLIC WORKS MEMORANDUM
NO. 2016-21**

DATE: May 18, 2016

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Agreement with Bainbridge, Gee, Milanski, and Associates, Inc (BGM) to Design Improvements to the Shore Oak and Green Oak Pump Stations, City Project 2016-02

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest, a Professional Engineering Services Agreement between the City of Decatur and Bainbridge, Gee, Milanski, and Associates, Inc. (BGM) to design improvements to the Shore Oak and Green Oak Pump Stations for a fee not to exceed \$50,000.

PRIOR COUNCIL ACTION:

There have been no prior Council actions on this project

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 pump station improvements described address sanitary sewer priority 3, System Operation and Maintenance.

BACKGROUND:

Shore Oak Pump Station

The Shore Oak Pump Station was built in 1981 to serve the Shore Oak Subdivision on the south side of the City. The pump station is owned by the City of Decatur and maintained under contract by the Sanitary District of Decatur. The station discharges to a City sewer located in South Shores Drive. The pump station, pumps, and force main are 35 years old. It is located in the Shore Oak Drive cul-de-sac. The design and construction of the pump station met industry standards when it was first built; however, the pump station no longer meets design criteria acceptable by the Illinois

Environmental Protection Agency. The pumps cannot be maintained without sending a person into the confined area of the wet well, making it hazardous to maintain properly. For these reasons, the Shore Oak Pump Station needs to be replaced with a modern system. The preliminary cost estimate for the construction of the new pump station is \$300,000.

Green Oak Pump Station

The Green Oak Pump Station was originally built in 1971 and replaced in 1993 to serve the Greendell Subdivision on the City's northwest side. The pump station is owned by the City of Decatur and maintained under contract by the Sanitary District of Decatur. The station is located near the intersection of Green Oak Drive and Suzan Drive and discharges into a ductile iron force main which runs along Suzan Drive to a City sewer located in Valley Drive. The force main was not replaced at the time the pump station was replaced, and is now 45 years old. Over the past few years, the force main has experienced 3 breaks which signals the need to either rehabilitate or replace the line. The pump station is still in good condition and is not planned for replacement at this time.

Request for Qualifications and Proposals

On December 18, 2015, the Public Works Department issued a Request for Qualifications and Proposals to area engineering firms. The proposal was to prepare design drawings and bid documents to replace the Shore Oak Pump Station and rehabilitate or replace the Green Oak Pump Station force main. The request also included interest in entering into a 3 year agreement with the City to provide general sanitary sewer system engineering services.

Eight firms received the request and proposals were obtained from 2 of the firms. The proposals were reviewed by City staff and Bainbridge, Gee, Milanski & Associates, Inc. (BGM) was recommended. BGM is a local engineering firm with an established expertise in sanitary sewer systems. They have performed numerous projects for the City with good results.

Design Agreement

BGM will perform the necessary field surveys to design a replacement pump station for Shore Oak and rehabilitate the force main serving the Green Oak Pump Station. Construction plans and specifications necessary for advertisement, bidding and construction of the improvements will be prepared. An opinion of probable cost will be given to the City at the conclusion of design. BGM will prepare construction permit applications for the Illinois Environmental Protection Agency.

Staff recommends that Council retain the engineering services of Banbridge, Gee, Milanski, and Associates, Inc. to complete the design of the Shore Oak Pump Station replacement and the rehabilitation of the Green Oak force main. Agreement for the pump station improvement work is for a fee not to exceed \$50,000.

POTENTIAL OBJECTION: None

INPUT FROM OTHER SOURCES: Bainbridge, Gee, Milanski, and Associates, Inc.; Sanitary District of Decatur

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

SCHEDULE: DESIGN AND CONSTRUCTION:

The design is scheduled to begin immediately upon the approval of the City Council with bidding to begin in November of this year. Construction should begin spring of 2017 with a fall 2017 completion.

BUDGET IMPLICATIONS:

Budget Impact: The proposed engineering services agreement with Bainbridge, Gee, Milanski, and Associates, Inc. is for a cost not to exceed \$50,000. Funding for this project is from the Sanitary Sewer Fund which is supported by the sewer user charge.

Staffing Impact: Staff time is allocated to manage and review the design of the Shore Oak Pump Station Replacement and Green Oak force main rehabilitation.

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

Attach: 3

cc: Bainbridge, Gee, Milanski, and Associates, Inc.

RESOLUTION NO. _____

**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**

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

Section 1. That the Agreement authorizing the professional engineering services for the design of the Shore Oak and Greek Oak Pump Stations, City Project 2016-02, presented to the Council herewith between the City of Decatur and Bainbridge, Gee, Milanski & Associates, Inc., be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Bainbridge, Gee, Milanski & Associates, Inc., for a fee not to exceed \$50,000.

PRESENTED and ADOPTED this 6th day of June, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

Shore
Oak
Green
Oak

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

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

Bainbridge, Gee, Milanski & Associates, Inc., 1670 South Taylorville Road, Decatur, IL 62521

_____,
("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

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

SECTION I. GENERAL

- A. CONSULTING ENGINEER. The Consulting Engineer shall provide professional engineering services for the City in all phases of the Project, serve as the City's professional engineering representative for the Project as set forth herein and shall give professional engineering consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Consulting Engineer in accordance with generally accepted Engineering standards.
- B. NOTICE TO PROCEED. The Consulting Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed for that Phase, as shown in Exhibit B.
- C. TIME. The Consulting Engineer shall begin work on each successive phase within thirty (30) days after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project so as to complete each phase within the time limits set forth in Exhibit C; Project Timeline.
- D. CITY'S REPRESENTATIVE. The City's representative to the Consulting Engineer shall be the City Engineer or the City Engineer's designee as set forth in the Notice to Proceed for each phase of work.

- E. EXTRA WORK AND CHANGE ORDERS. The Consulting Engineer shall only perform the work authorized by this contract and defined in the Scope of Work (attached hereto, marked Exhibit A, incorporated by reference herein and made a part of this Agreement). Should the size or complexity of the project exceed the amount of work contemplated by this contract or defined in the Scope of Work, the Consulting Engineer shall obtain written authorization in the form of a Change Order from the City's Representative, to perform extra work before such work is actually performed. A Change Order form is included in this Agreement as Exhibit D. The cost to perform any work prior to written authorization shall be paid exclusively by the Consulting Engineer and shall not be reimbursed by the City.

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

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

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

B. PRELIMINARY DESIGN PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Preliminary Design Phase:

1. Determine Extent of Project. Determine the extent of the Project after consultation with the City's Representative and on the basis of the approved Study Report.
2. Preliminary Design Documents. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications. Specific requirements of the aforementioned Preliminary Design Documents are included in Exhibit A, Scope of Services.
3. Revised Project Costs. Submit a Preliminary Design Opinion of Probable Project Costs based on the results of this phase of work including construction costs, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and compensation for or damages to properties and interest and financing charges utilizing and based on the information obtained or produced during the preliminary design phase and documents.
4. Real Estate Acquisition: Legal Description and Plat. Furnish a legal description and recordable reproducible 8-1/2" x 11" plat of each parcel of real estate in which the City must acquire an interest in order to proceed with construction of the Project utilizing and based on the preliminary design documents. The documents shall meet the format requirements of the Macon County Recorder's Office. The plat and legal description may be produced on more than one page for the purpose of clarity or legibility. The legal description text shall also be reproduced in electronic format in a generally commercially available word processing software program approved by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the Preliminary Design Report ("Design Report") in the number and format specified in the Exhibit A, Scope of Work and present and review the Design Report in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Preliminary Design Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

C. FINAL DESIGN PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Final Design Phase:

1. Drawings and Specifications. Utilizing and using the preliminary design documents and preliminary design opinion of probable Project costs as approved by the City's Representative, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project ("Drawings") and specifications (Specifications"). The Specification shall consist of Part 3 "Technical Specifications" of the City's standard Capital Improvement Construction Contract (CICC). Specific requirements of the aforementioned Drawings and Specifications are included in Exhibit A, Scope of Services.
2. Approvals of Governmental Entities. Furnish to the City's Representative such documents and design data as may be required for, and assist in the preparation of, the required documents so that the City may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

3. Adjusted Project Costs. Advise the City's Representative of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. Project Costs include construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and allowances for compensation for damages to properties and interest and financing charges.
4. Contract Document Preparation. Complete preparation of the construction contract documents by filling in the necessary information in Parts I, II, and IV of the City's standard CICC. The Consulting Engineer shall prepare Part 3 "Technical Specification" of the CICC for inclusion in the standard construction contract. The Consulting Engineer shall not alter the City's standard contract document without the permission of the City's Representative. The City's Representative may provide the Consulting Engineer with previously prepared Technical Specifications which may be used as appropriate. The Consulting Engineer shall, to the maximum extent possible, follow the formats for Technical Specifications as provided by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the CICC in the number and format specified in Exhibit A, Scope of Work and present and review the CICC in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Final Drawings and Specifications shall be completed, submitted and approved by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

D. BIDDING PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Bidding Phase:

1. Assist in Bidding. Assist the City's Representative in obtaining bids for each separate City contract for construction, materials, equipment and services for the Project.
2. Advise Regarding Contractors and Subcontractors. Consult with and advise the City's Representative as to the acceptability of subcontractors and other persons and organizations proposed by the City's Contractors, ("Contractors"), for those portions of the work as to which such acceptability is required by the bidding documents.
3. Consult Regarding Substitutes. Consult with and advise the City's Representative as to the acceptability of substitute materials and equipment proposed by the Contractors when substitution prior to the award of contracts is allowed by the bidding documents.

4. Distribute Plans and Contract Documents to Bidders. Reproduce sufficient copies of the plans and contract documents and make them available to all prospective bidders. The Consulting Engineer shall create a Plan Holder List by recording the business name, contact person name, address, telephone number, fax number and email address of each of the bidders taking a set of plans and contract documents. The Consulting Engineer shall collect from each of the bidders a payment for the plans equal to the amount of the cost of duplication. The payment from the bidder shall be made to the Consulting Engineer, which shall offset the cost of duplication; said amounts shall not be billed to the City. Alternately, the Consulting Engineer may arrange to have plans and specifications made available to prospective bidders through the services of a plan and specification duplication firm that offers plan distribution services provided that the firm obtains the same bidder information as required of the Consulting Engineer and that no cost for this service be billed to the City.
5. Respond to Questions from Bidders. Receive and respond to questions from prospective bidders during the bidding period. All responses shall be written and shall be provided to all plan holders as listed on the Plan Holder List. Questions received five (5) business days before the bid opening shall be answered. Questions received between four (4) and two (2) business days before the bid opening may be answered provided that a means exists to communicate the answer in writing to all the bidders. Questions received one (1) business day before or on the day of the bid opening shall not be answered. Answers to questions should be distributed to bidders by email, however if a bidder does not have email service the documents may be transmitted by fax.
6. Tabulate and Evaluate Bids, Recommend Award. Prepare and provide to the City's Representative a bid tabulation which shall consist of a listing of all pay items in the contract documents, a listing of the Consulting Engineer's Opinion of Probable Costs, and a listing of the bids for each of the pay items submitted by each of the bidders. The Consulting Engineer shall tabulate the bids on an electronic spreadsheet form provided by the City's Representative. The Consulting Engineer shall assist the City's Representative in evaluating bids or proposals and in assembling and awarding contracts. The Consulting Engineer shall check the bidder's references and performance on prior projects. Based on the Consulting Engineer's evaluation of the bids and the qualifications of the bidders, the Consulting Engineer shall provide to the City's Representative a written recommendation for award of the contract to one of the bidders or recommend other action as may be appropriate. The final selection of the Construction Contractor is the sole responsibility of the City Council.
7. Completion Time. Complete the bidding phase and prepare and submit the recommendation to the City's Representative for the award of the Contract (s) within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.
- B. FURNISH INFORMATION. Assist the Consulting Engineer by placing at the Consulting Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

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

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.

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

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

D. INSURANCE.

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

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

E. TERMINATION

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

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

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

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.

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

SECTION V. PAYMENT

- A. **BASIS OF BILLING.** City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times **3.0** for services rendered by principals and employees assigned to the Project.
- Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct labor costs are set forth in Exhibit H hereto.
- B. **SUBCONSULTANT.** The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of **1.05**.

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

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

D. PAYMENT FOR WORK COMPLETED

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

E. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this 6th day of June, 2016

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

BAINBRIDGE, GEE, MILANSKI & ASSOCIATES,
INC.

By: A. O. Spill
President

SCOPE OF WORK

SHORE OAK PUMP STATION

Shore Oak Pump Station is located in the cul-de-sac at the end of Shore Oak Drive and serves the 14 homes on Shore Oak Drive. The Sanitary District of Decatur maintains this pump station and has asked the City to replace the station due to ongoing operational issues.

The existing station has duplex grinder pumps discharging into a 3 inch force main. The force main discharges into the gravity sewer on South Shores Drive.

1. Meet with City and Sanitary District staff to review performance of the station and force main, and to determine any specific improvements that would benefit O&M.
2. Review any available pump records, flow rates and run time for the station.
3. Perform pump flow tests to verify the existing pump flow rates.
4. Review the adequacy and performance of the existing pump station and appurtenances.
5. Review the adequacy and performance of the 3" force main.
6. Review the existing electrical service that supplies the pump station.
7. Perform the necessary field surveys to properly site and design the improvements.
8. Select new pumps that will properly serve the subdivision and work with the force main.
9. Select new controls that will operate the station and meet the requirements of SDD.
10. Design the rehabilitation or replacement of the existing station.
11. Determine the need for any by-pass pumping during construction.
12. Identify temporary construction easements needed.
13. Prepare any necessary temporary easement plats. Actual negotiation of easement terms with property owners will be performed by the City or the City's agents.
14. Prepare construction plans and specifications necessary for advertisement, bidding and construction of the improvements will be prepared.
15. Prepare IEPA construction permits for the new pumping system.
16. Meet the SDD Staff to review details of the improvements, and how those improvements will affect O&M.
17. Utilize the City's front end specifications as part of the bidding documents.
18. Prepare an opinion of probable cost for the improvement.
19. Assist the City in the bidding process.
20. Answer technical questions from potential contractors and suppliers during the bidding phase.
21. Review bidding results and prepare recommendation of award.

GREEN OAK FORCE MAIN

Green Oak Pump Station is located at the intersection of Green Oak Drive and Susan Drive on the city's northwest side. The pump station has a 4" cast or ductile iron force main that extends about 1,000 feet to a manhole at Susan Drive and Valley Drive. This force main has had multiple breaks

over the past several years. The pump station serves 47 homes along Green Oak, Susan, Gayman, Dana and Valley Drives.

1. Meet with City and Sanitary District staff to review performance of the station and force main, and to determine any specific improvements that would benefit O&M.
2. Review any available pump records, flow rates and run time for the station.
3. Review the adequacy and performance of the existing pump station and appurtenances.
4. Review the adequacy and performance of the 4" force main.
5. Work with the City to gather the data necessary for evaluating rehabilitation or replacement of the existing force main, analyze the data, and make a recommendation.
6. Review the existing electrical service that supplies the pump station.
7. Perform the necessary field surveys to properly site and design the improvements.
8. Perform pump flow tests to verify the existing pump flow rates.
9. Design the rehabilitation or replacement of the existing force main.
10. Determine the need for any by-pass pumping during construction.
11. Identify temporary construction easements needed.
12. Prepare any necessary temporary easement plats. Actual negotiation of easement terms with property owners will be performed by the City or the City's agents.
13. Prepare construction plans and specifications necessary for advertisement, bidding and construction of the improvements will be prepared.
14. Prepare IEPA construction permits for the new force main.
15. Meet the SDD and City Staff to review details of the improvements, and how those improvements will affect O&M.
16. Utilize the City's front end specifications as part of the bidding documents.
17. Prepare an opinion of probable cost for the improvement.
18. Assist the City in the bidding process.
19. Answer technical questions from potential contractors and suppliers during the bidding phase.
20. Review bidding results and prepare recommendation of award.

EXHIBIT A
Engineering Services Project Budget
 Decatur Shore Oak and Green Oak Pump Stations
 BGM 16-072D
 May 4, 2016

Total Project Costs: \$ 50,000.00

No.	Task Description	Line Budget Labor		Labor Hours										Project Outside Services		Project Direct Costs				
		Hours	Billing Amount	Principal/Project Mgr	Engineer	Land Surveyor	Drakman	Engineering Tech1	Tech2	Field Assistant	Critical	Dec Blue	Other	CADD \$/hr	GPS \$/hr	Vehicle/Day	Vehicle/Mile	Printing Plans/Specs		
1	Project Setup and Kickoff																			
1.1	Initial meetings with City and staff	6	\$ 907.00	4	2													24		
1.2	Book staff and project setup	8	\$ 718.50	1	1			1			4									
	Category sub-total	\$ 1,625.50																		
2	Field Survey																			
2.1	Shore Oak pump station and PM site topo	13	\$ 1,763.50					6												
2.2	Green Oak Pump Station and PM site topo	15	\$ 1,443.50					6												
2.3	Shore Oak PS pumping test	7	\$ 851.50					2												
2.4	Green Oak PS pumping test	7	\$ 651.50					2												
2.5	Other field data	10	\$ 1,007.00					4												
2.6	Pretest field data	21	\$ 1,940.00					5												
	Category sub-total	\$ 6,937.00																		
3	Shore Oak PS Design																			
3.1	Shore Oak hydraulics	9	\$ 1,254.00	4	4			1												
3.2	Shore Oak equipment review/election	16	\$ 2,308.00	8	8															
3.3	Shore Oak Plant, layout mechanical	16	\$ 2,084.00	6	4			6												
3.4	Shore Oak Plant, layout electrical	21	\$ 2,447.00	1	12															
3.5	Soil boring / geotechnical	1	\$ 165.00																	
3.6	Temporary construction easements	12	\$ 1,439.50	1	3	4		4												
3.7	Proposed design review with City staff	4	\$ 577.00	2	2															
	Category sub-total	\$ 10,774.5																		
4	Green Oak PM Design																			
4.1	Green Oak hydraulics	9	\$ 1,254.00	4	4			1												
4.2	Green Oak equipment review/election	16	\$ 2,308.00	8	8															
4.3	Green Oak plant, routing	14	\$ 1,795.50	5	3			6												
4.4	Green Oak PM Data	26	\$ 3,192.00	6	12				8											
4.5	Temporary construction easements	12	\$ 1,439.50	1	3	4		4												
4.6	Proposed design review with City staff	4	\$ 577.00	2	2															
	Category sub-total	\$ 10,566																		
5	EPA Construction Permits																			
5.1	Shore Oak EPA Construction Permit	8	\$ 1,065.50	3	3			2												
5.2	Green Oak EPA Construction Permit	8	\$ 1,065.50	3	3			2												
	Category sub-total	\$ 2,131																		
6	Specifications																			
6.1	Process and specifications	17	\$ 2,075.00	4	10						3									
6.2	Shore Oak technical specifications	14	\$ 1,707.00	1	12															
6.3	Green Oak technical specifications	10	\$ 1,213.00	1	8						1									
	Category sub-total	\$ 4,995																		
7	Bidding																			
7.1	Pre-bid project review with City staff	6	\$ 865.50	3	3															
7.2	Estimate of Probable Cost	10	\$ 1,318.00	2	8															
7.3	Complete and print plan and specs	6	\$ 450.00						3											
7.4	Contractor questions during bidding	16	\$ 2,300.00	8	8															
7.5	Post opening, bid review, recommendation	10	\$ 1,274.00	4	4						2									
	Category sub-total	\$ 6,215.5																		
7	Construction - NOT INCLUDED																			
7.1	Project management	0	\$ -	0	0															
7.2	Shop drawing review, technical assistance	0	\$ -	0	0															
7.3	Per requests, progress reports	0	\$ -	0	0															
7.4	Field construction observation	0	\$ -	0	0															
	Category sub-total	\$ 0																		
	Total Estimated Labor Hours	352																		
	Total Labor Costs	\$ 42,744.50																		
	Project Outside Services	\$ 4,777.18																		
	Total Project Costs	\$ 47,521.68																		
		\$ 50,000.00																		
				81	133	8	60	50	4	0	14			\$ 2,277.18						
														\$ 2,500.00						
																1020	960	350	2832	
																			500	

A-3



CITY OF DECATUR ILLINOIS

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

Notice to Proceed

TO:	Bainbridge, Gee, Milanski & Associates, Inc. 1670 South Taylorville Road Decatur, IL 62521
City Project Name:	Shore Oak Pump Station / Green Oak Force Main Improvements
City Project Number:	
City Project Phase:	

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

The City Representative for this Phase of work is _____.

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

CITY OF DECATUR, IL

BY: _____

(City Engineer)

Dated this _____ day of _____, 20____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

BY: _____

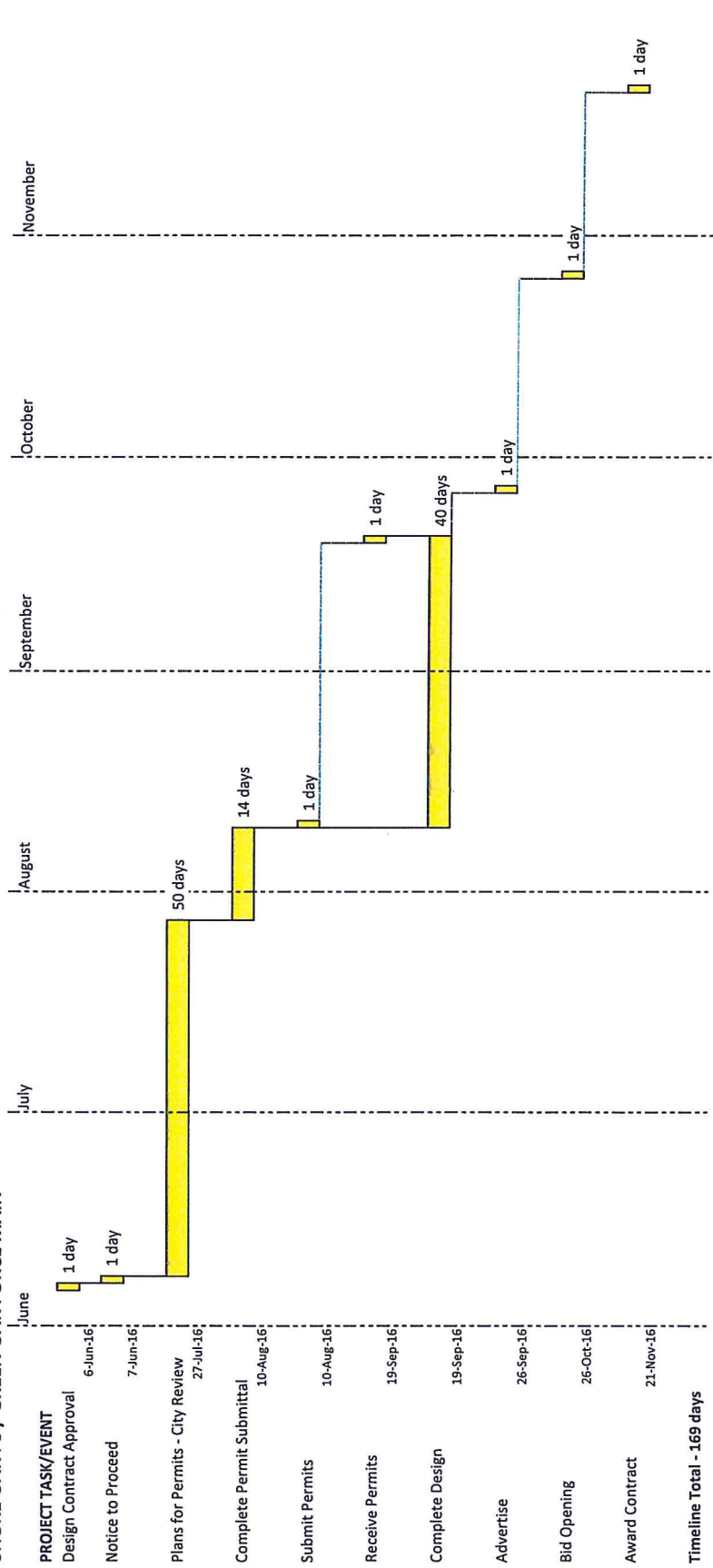
(Signature)

(Title)

Dated this _____ day of _____, 20____.

EXHIBIT C

SHORE OAK PS / GREEN OAK FORCE MAIN





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

Change Order

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

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

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

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

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

State fully the nature and reason for the change order _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2016

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

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

PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	1-800-527-9049	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Bainbridge, Gee, Milanski & Associates 1670 Taylorville Road Decatur, IL 62521		INSURER(S) AFFORDING COVERAGE INSURER A: CHARTER OAK FIRE INS CO INSURER B: TRAVELERS IND CO INSURER C: TRAVELERS CAS & SURETY CO INSURER D: INSURER E: INSURER F:
		NAIC # 25615 25658 19038

COVERAGES

CERTIFICATE NUMBER: 46879422

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			6802748L565	07/09/15	07/09/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			BA2748L332	07/09/15	07/09/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ DED ☒ RETENTION \$ 10,000 ☒ OCCUR ☐ CLAIMS-MADE			CUP6745Y549	07/09/15	07/09/16	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB6745Y353	07/09/15	07/09/16	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Claims Made			105304894	07/09/15	07/09/16	Each Claim 1,000,000 Aggregate 1,000,000

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

Project: Shore Oak Pump Station / Green Oak Force Main Improvements
City of Decatur is additional insured on the General Liability policy on a primary and non-contributory basis. City of Decatur is additional insured on the Auto Liability policy.

CERTIFICATE HOLDER

City of Decatur #1 Gary K Anderson Plaza Decatur, IL 62523 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Pratt & Associates</i>
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EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

Exhibit G

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

(NOTE: This Affidavit must be completely filled out and signed by any party doing business with the City. This Affidavit assists the City in making determinations relative to conflict of interests and other laws - if questions contact the City of Decatur Legal Department at 217/424-2807.)

STATE OF ILLINOIS)
) ss.
 COUNTY OF MACON)

SECTION I. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. Bainbridge, Gee, Milanski & Associates, Inc. (Hereinafter "Consulting Engineer") is a:
 Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

Partnership (if a Partnership, complete C)

Limited Liability Corporation (if an LLC, complete C)

Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 37-0982232.

B. CORPORATION

The State of Incorporation is DELAWARE

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
<u>H. David Harp</u> Name	<u>1670 S. Taylorville Road</u> Company Address, Principal Office
<u>784 Jacobs Way</u> Address	<u>Decatur, IL 62521</u> City, State, Zip
<u>Forsyth, IL 62535</u> City, State, Zip	<u>217/423-8600</u> <u>217/423-8677</u> Telephone Facsimile
<u>217/423-8600</u> Telephone	<u>www.bgmengineering.com</u> Website

The corporate officers are as follows:

President: H. David Harp

Vice President: Steven G. Bainbridge

Secretary-Treasurer: Matthew B. Foster

C. PARTNERSHIP OR LLC

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

Name	Home Address & Telephone

Name	Home Address & Telephone

Name	Home Address & Telephone

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

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

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

Check One:

_____ Others Interested in Contract X None

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

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

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

CONSULTING ENGINEER

H. David Harp
Signature

H. David Harp
Printed Name

President
Title

SUBSCRIBED and SWORN to before me this 20th day of May, 2016.

Linda K. Creek

Notary Public

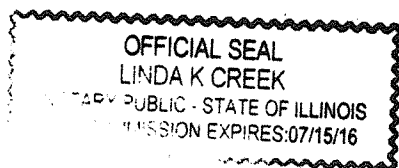


Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER As of the date of this contract.		
Project Name: SHORE OAK PUMP STATION / GREEN OAK FORCE MAIN IMPROVEMENTS		
Consulting Engineer: Bainbridge, Gee, Milanski & Associates, Inc.		
Classification	Minimum	Maximum
Principal	\$55.00	\$55.00
Project Engineer II	\$45.35	\$45.35
Project Engineer I	\$39.00	\$41.20
Land Surveyor	\$38.67	\$42.00
Draftsman	\$33.34	\$33.34
Technician II	\$30.00	\$30.00
Technician I	\$24.67	\$24.67
Field Assistant	\$19.67	\$19.67
Clerical	\$20.00	\$20.00

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Consulting Engineer Name & Address)

Bainbridge Gee Milanski & Associates, Inc.
 1670 South Taylorville Road
 Decatur, IL 62521

City Project No.:

Invoice Date:

Invoice Number:

 Invoice Period From:
 To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

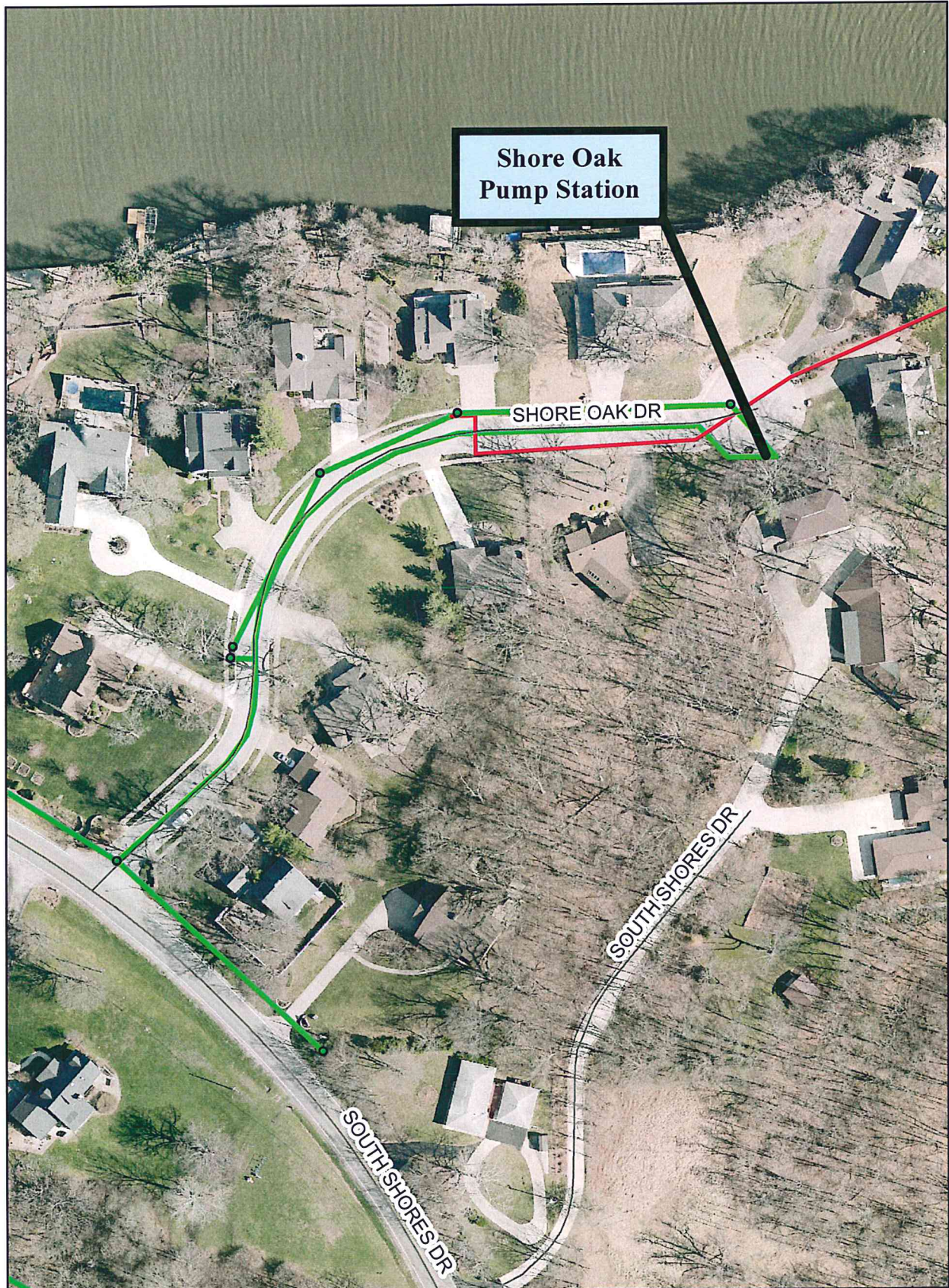
\$50,000.00

Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Contract Multiplier	3.0	3.0	3.0
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier	1.05	1.05	1.05
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Direct Labor Cost		(For City Use)	
Avg. Total Labor Cost			
Percent Complete			

Consulting Engineer's
 Signature:

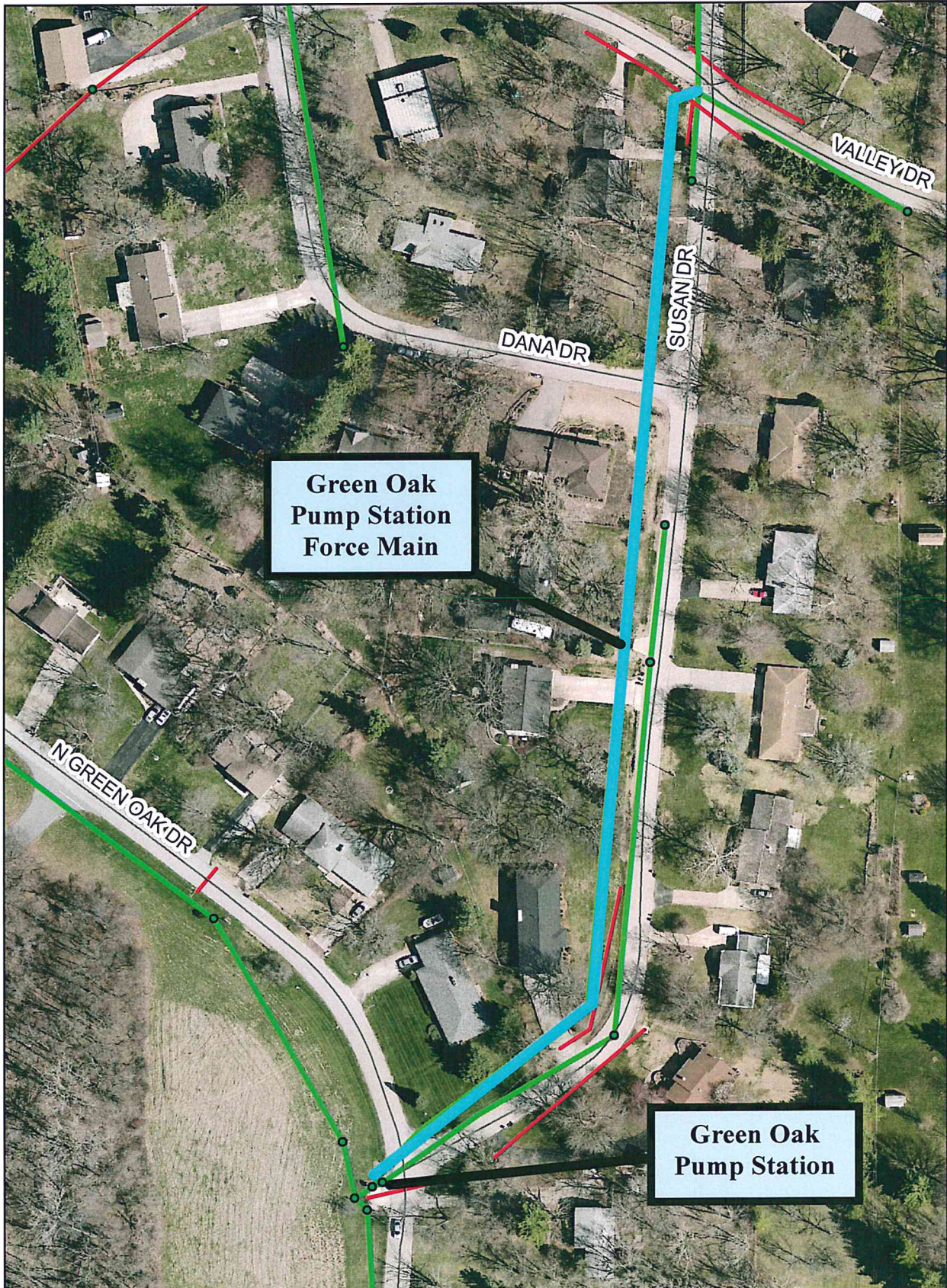
Title:

SHORE OAK PUMP STATION



CITY PROJECT 2016-02

GREEN OAK PUMP STATION FORCE MAIN



CITY PROJECT 2016-02

Public Works

DATE: 5/18/2016

MEMO: 2016-26

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:
Three Year Agreement with Bainbridge, Gee, Milanski & Associates, Inc. (BGM) to Perform General Engineering Services in Support of the Sanitary Sewer System, City Project 2016-05

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum No. 2016-26 for further information.

COPY: Bainbridge, Gee, Milanski & Associates, Inc.

ATTACHMENTS:

Description	Type
Council Memorandum No. 2016-26	Cover Memo
Resolution	Resolution Letter
BGM Agreement 3 Yr for CP2016-05	Backup Material
Admin Consent Order	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2016-26**

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: Three Year Agreement with Bainbridge, Gee, Milanski, and Associates, Inc (BGM) to Perform General Engineering Services in Support of the Sanitary Sewer System,
City Project 2016-05

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest, a Professional Engineering Services Agreement between the City of Decatur and Bainbridge, Gee, Milanski, and Associates, Inc. (BGM) to provide general engineering services in support of the sanitary sewer system for a fee not to exceed \$30,000.

PRIOR COUNCIL ACTION:

- **September 21, 2015** – The City Council authorized an Administrative Consent Order between the City of Decatur and the United States Environmental Protection Agency, requiring the City to undertake and complete the Compliance Requirements specified in the attached Administrative Consent Order.
- **September 21, 2015** – The City Council authorized a Professional Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc. to assist the City in preparing the sewer system reports and tasks required by the Administrative Consent Order, for a fee of \$456,620.

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 general engineering services agreement with BGM will assist in the City's efforts in all areas of the sanitary sewer system.

BACKGROUND:

General Engineering Services – Sanitary Sewer System

In September 2015, The City Council approved an Administrative Consent Order with the United States Environmental Protection Agency and an agreement with AECOM to assist the City in preparing the necessary studies, reports, and programs that will meet the requirements of the Order. To begin addressing the Order, the City will need to increase its maintenance and inspection of the sewer system. This will require monitoring sewage flows in the system, smoke testing areas of the system, increased televised inspections, reviewing the data collected, and addressing problems uncovered in these efforts.

Public Works staff proposes that a General Engineering Services Agreement be put in place to assist with sanitary sewer system improvements required as part of the increased maintenance efforts the City must engage in.

Request for Qualifications and Proposals

On December 18, 2015, the Public Works Department issued a Request for Qualifications and Proposals to area engineering firms. Among other work items, the proposal included a request for interest in entering into a 3 year agreement with the City to provide general sanitary sewer system engineering services.

Eight firms received the request and proposals were obtained from 2 of the firms. The proposals were reviewed by City staff and Bainbridge, Gee, Milanski & Associates, Inc. (BGM) was recommended as being the firm most qualified to meet the best interests of the City. BGM is a local engineering firm with an established expertise in the City's sanitary sewer system. They have performed numerous projects for the City with good results.

Staff recommends that Council retain the engineering services of Bainbridge, Gee, Milanski, and Associates, Inc. to perform general engineering services for the City for a fee not to exceed \$30,000.

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.

SCHEDULE: DESIGN AND CONSTRUCTION:

BGM's services will be used as needed by the City in responding to maintenance needs within the sanitary sewer system. This agreement is for a period of 3 years.

BUDGET IMPLICATIONS:

Budget Impact: The proposed engineering services agreement with Bainbridge, Gee, Milanski, and Associates, Inc. is for a cost not to exceed \$30,000. Funding for this project is from the Sanitary Sewer Fund which is supported by the sewer user charge.

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

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

Attach: 3

cc: Bainbridge, Gee, Milanski, and Associates, Inc.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A MULTI-YEAR AGREEMENT WITH
BAINBRIDGE, GEE, MILANSKI AND ASSOCIATES, INC. FOR
PROFESSIONAL ENGINEERING SERVICES IN SUPPORT OF
THE SANITARY SEWER SYSTEM
CITY PROJECT 2016-05**

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

Section 1. That the Multi-Year Agreement authorizing the professional engineering services in support of the sanitary sewer system , City Project 2016-05, presented to the Council herewith between the City of Decatur and Bainbridge, Gee, Milanski and Associates, Inc., be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Multi-Year Agreement between the City of Decatur, Illinois and Bainbridge, Gee, Milanski and Associates, Inc., for a fee not to exceed \$30,000.

PRESENTED and ADOPTED this 6th day of June, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

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

Bainbridge, Gee, Milanski & Associates, Inc., 1670 S. Taylorville Road, Decatur, IL 62521

_____,
("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

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

SECTION I. GENERAL

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

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

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

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

B. PRELIMINARY DESIGN PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Preliminary Design Phase:

1. Determine Extent of Project. Determine the extent of the Project after consultation with the City's Representative and on the basis of the approved Study Report.

2. Preliminary Design Documents. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications. Specific requirements of the aforementioned Preliminary Design Documents are included in Exhibit A, Scope of Services.
3. Revised Project Costs. Submit a Preliminary Design Opinion of Probable Project Costs based on the results of this phase of work including construction costs, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and compensation for or damages to properties and interest and financing charges utilizing and based on the information obtained or produced during the preliminary design phase and documents.
4. Real Estate Acquisition: Legal Description and Plat. Furnish a legal description and recordable reproducible 8-1/2" x 11" plat of each parcel of real estate in which the City must acquire an interest in order to proceed with construction of the Project utilizing and based on the preliminary design documents. The documents shall meet the format requirements of the Macon County Recorder's Office. The plat and legal description may be produced on more than one page for the purpose of clarity or legibility. The legal description text shall also be reproduced in electronic format in a generally commercially available word processing software program approved by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the Preliminary Design Report ("Design Report") in the number and format specified in the Exhibit A, Scope of Work and present and review the Design Report in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Preliminary Design Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

C. FINAL DESIGN PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Final Design Phase:

1. Drawings and Specifications. Utilizing and using the preliminary design documents and preliminary design opinion of probable Project costs as approved by the City's Representative, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project ("Drawings") and specifications (Specifications"). The Specification shall consist of Part 3 "Technical Specifications" of the City's standard Capital Improvement Construction Contract (CICC). Specific requirements of the aforementioned Drawings and Specifications are included in Exhibit A, Scope of Services.
2. Approvals of Governmental Entities. Furnish to the City's Representative such documents and design data as may be required for, and assist in the preparation of, the required documents so that the City may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
3. Adjusted Project Costs. Advise the City's Representative of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. Project Costs include construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and allowances for compensation for damages to properties and interest and financing charges.

4. Contract Document Preparation. Complete preparation of the construction contract documents by filling in the necessary information in Parts I, II, and IV of the City's standard CICC. The Consulting Engineer shall prepare Part 3 "Technical Specification" of the CICC for inclusion in the standard construction contract. The Consulting Engineer shall not alter the City's standard contract document without the permission of the City's Representative. The City's Representative may provide the Consulting Engineer with previously prepared Technical Specifications which may be used as appropriate. The Consulting Engineer shall, to the maximum extent possible, follow the formats for Technical Specifications as provided by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the CICC in the number and format specified in Exhibit A, Scope of Work and present and review the CICC in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Final Drawings and Specifications shall be completed, submitted and approved by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

D. BIDDING PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Bidding Phase:

1. Assist in Bidding. Assist the City's Representative in obtaining bids for each separate City contract for construction, materials, equipment and services for the Project.
2. Advise Regarding Contractors and Subcontractors. Consult with and advise the City's Representative as to the acceptability of subcontractors and other persons and organizations proposed by the City's Contractors, ("Contractors"), for those portions of the work as to which such acceptability is required by the bidding documents.
3. Consult Regarding Substitutes. Consult with and advise the City's Representative as to the acceptability of substitute materials and equipment proposed by the Contractors when substitution prior to the award of contracts is allowed by the bidding documents.
4. Distribute Plans and Contract Documents to Bidders. Reproduce sufficient copies of the plans and contract documents and make them available to all prospective bidders. The Consulting Engineer shall create a Plan Holder List by recording the business name, contact person name, address, telephone number, fax number and email address of each of the bidders taking a set of plans and contract documents. The Consulting Engineer shall collect from each of the bidders a payment for the plans equal to the amount of the cost of duplication. The payment from the bidder shall be made to the Consulting Engineer, which shall offset the cost of duplication; said amounts shall not be billed to the City. Alternately, the Consulting Engineer may arrange to have plans and specifications made available to prospective bidders through the services of a plan and specification duplication firm that offers plan distribution services provided that the firm obtains the same bidder information as required of the Consulting Engineer and that no cost for this service be billed to the City.
5. Respond to Questions from Bidders. Receive and respond to questions from prospective bidders during the bidding period. All responses shall be written and shall be provided to all plan holders as listed on the Plan Holder List. Questions received five (5) business days before the bid opening shall be answered. Questions received between four (4) and two (2) business days before the bid opening may be answered provided that a means exists to communicate the answer in

writing to all the bidders. Questions received one (1) business day before or on the day of the bid opening shall not be answered. Answers to questions should be distributed to bidders by email, however if a bidder does not have email service the documents may be transmitted by fax.

6. Tabulate and Evaluate Bids, Recommend Award. Prepare and provide to the City's Representative a bid tabulation which shall consist of a listing of all pay items in the contract documents, a listing of the Consulting Engineer's Opinion of Probable Costs, and a listing of the bids for each of the pay items submitted by each of the bidders. The Consulting Engineer shall tabulate the bids on an electronic spreadsheet form provided by the City's Representative. The Consulting Engineer shall assist the City's Representative in evaluating bids or proposals and in assembling and awarding contracts. The Consulting Engineer shall check the bidder's references and performance on prior projects. Based on the Consulting Engineer's evaluation of the bids and the qualifications of the bidders, the Consulting Engineer shall provide to the City's Representative a written recommendation for award of the contract to one of the bidders or recommend other action as may be appropriate. The final selection of the Construction Contractor is the sole responsibility of the City Council.
7. Completion Time. Complete the bidding phase and prepare and submit the recommendation to the City's Representative for the award of the Contract (s) within the time period set forth in Exhibit C, Project Timeline.

E. CONSTRUCTION SURVEY AND LAYOUT PHASE.

The Consulting Engineer or Surveyor shall, after written authorization to proceed with the Construction Survey and Layout Phase:

1. Duties. The Consulting Engineer or Surveyor shall provide horizontal and vertical control line and grade to enable construction of the improvement as depicted in the Project plans. The number of control points to be established by the Consulting Engineer or Surveyor shall be sufficient to permit the construction contractor ("Contractor") to construct the improvement within the construction tolerances established in the Project specifications. In addition, the number of control points shall be consistent with standard engineering practice.
2. Replacement of Lost Control Points. Control points which are lost, damaged, removed or otherwise moved by the Contractor or others shall be promptly replaced by the Consulting Engineer or Surveyor and costs for such replacement shall be computed on a time and materials basis, and reimbursed by the City or its construction contractor.
3. Accuracy. The Consulting Engineer or Surveyor shall provide the horizontal and vertical control points within the same measurement tolerances as the construction tolerances established in the Project specifications. The Consulting Engineer or Surveyor shall be responsible for the accuracy of the control points which are established. The Consulting Engineer or Surveyor shall be responsible for costs which may result from errors by the Consulting Engineer or Surveyor in placement of control points.

The Consulting Engineer or Surveyor shall take all reasonable and customary actions to protect the control points established by the Consulting Engineer or Surveyor.

4. Completion Time. The Construction Survey and Layout Phase shall be completed within the time period set forth in Exhibit C, Project Timeline.

F. CONSTRUCTION INSPECTION PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Construction Inspection Phase:

1. General Duties. The Consulting Engineer shall consult with and advise the City's Representative and act as its representative as provided herein and in the General Conditions of the construction contract for the Project. The primary responsibility of the Consulting Engineer in this phase of the work shall be quality control inspection of the materials, construction methods and techniques to assure that the Contractor builds the project in accordance with the plans and specifications.
2. Construction Inspection and Reporting. The Consulting Engineer shall make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor and to determine in general if such work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the Consulting Engineer shall keep the City's Representative informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents. Formal notification of the progress of work shall be in the form of bi-weekly project progress meetings held between the Consulting Engineer, Contractor and City's Representative. Project schedule updates shall be submitted to the City's Representative in writing.
3. Review of Technical and Procedural Aspects. The Consulting Engineer shall review and approve (or take other appropriate action in respect to Shop Drawings, the results of tests and inspections and other data which each Contractor is required to submit, determine the acceptability of substitute materials and equipment proposed by the Contractor(s), and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s).
4. Contract Documents. The Consulting Engineer shall receive from each Contractor and review for compliance with contract documents all required document submissions including but not limited to Performance and Payment Bonds, certificates of insurance report forms required by any City, State or Federal law or rule or regulation and submit the forms to the City's Representative for final approval.
5. Conferences and Meetings. The Consulting Engineer shall attend meetings with the Contractor, such as pre-construction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of the minutes thereof to the City's Representative.
6. Documentation. The Consulting Engineer shall prepare all documentation and provide the same to meet the requirements defined in the Illinois Department of Transportation Construction Manual and Documentation Guide ("Manual"). The Manual used shall be the most current at the time of inspection. Documentation shall be available for review by the City's Representative at all times. Specifically, the Consulting Engineer shall, in addition the above,
 - a. Prepare Inspector's Daily Reports and Quantity Book as required in the Manual.
 - b. Maintain, at the job site, orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents, including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, the Consulting Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.

- c. Keep a diary or log book, recording the Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures and send copies to the City's Representative.
 - d. Take multiple photographs of the Work and keep a log and file of the photos. The photographs shall be provided to the City's Representative upon demand and at project closeout.
 - e. Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major suppliers of materials and equipment.
7. Reports. The Consulting Engineer shall,
- a. Furnish the City's Representative periodic reports, as required, on progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
 - b. Consult with the City's Representative, in advance of scheduled major tests, inspections, or start of important phases of the Work.
 - c. Draft proposed Change Orders and obtaining back-up material from the Contractor, and make recommendations to the City's Representative regarding Change Orders and Field Orders.
 - d. Report immediately to the City's Representative upon the occurrence of any accident.
8. Contract Interpretation; Review of Quality of Work. The Consulting Engineer shall:
- a. Issue all instructions of the City's Representative to the Contractor(s).
 - b. Issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required, subject to the City's Representative's approval.
 - c. Have authority, as a representative of the City, to require special inspection or testing of the work.
 - d. Act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make decisions on all claims of the Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
9. Prepare Engineer's Pay Estimate. The Consulting Engineer shall, based on the Consulting Engineer's on-site observations as an experienced and qualified design professional and on review of the Inspectors Daily Reports and Quantity Book, determine the amounts owing to the Contractor(s) and prepare an Engineer's Payment Estimate recommending the amount of payment for completed work. Such recommendations of payment shall constitute a representation to the City's Representative, based on such observations and review, that the work has progressed to the point indicated and that to the best of the Consulting Engineer's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due the Contractor(s). The Engineer's Payment Estimate shall be prepared not less than monthly while construction is

proceeding. The pay estimate shall be prepared on a spreadsheet form supplied by the City's Representative at the beginning of this phase of work.

10. Determination of Substantial Completion. The Consulting Engineer shall conduct an inspection to determine if the Project is substantially complete and conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations there under so that the Consulting Engineer may recommend, in writing, final payment to each Contractor and may give written notice to the City's Representative and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).
11. Authority and Responsibility. The Consulting Engineer shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of 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 the Structural Work Act upon the "owner" under that Act and shall not be the "person in control of work" within the meaning of that Act.
12. Consulting Engineer Not Responsible for Acts of Contractor. The Consulting Engineer shall not be responsible for the supervision or control of the acts or omissions or construction means, methods or techniques of any Contractor, or Subcontractor, or any of the Contractor(s)' or Subcontractors' agents or employees or any other person (except the Consulting Engineer's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in this contract shall be construed to release the Consulting Engineer from liability for failure to properly perform duties undertaken by him in these Contract Documents or this Agreement.
13. Preparation of Record Drawings. The Consulting Engineer shall prepare a set of record plans on which shall be noted all changes which may have occurred during construction. The record drawings need not detail changes in measurements, elevation lines or grades which are within the normally accepted construction tolerances. Record drawings may be prepared using AutoCAD or other electronic plan preparation method. Alternately, record drawings may be prepared using manual methods. The plans shall be delivered to the City's Representative in the form of one set of prints and electronic file if record drawings were prepared by electronic methods. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this agreement.
14. Completion Time. The Consulting Engineer shall complete the Construction Inspection Phase within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

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

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

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not. Reuse of any of the work product of the Consulting Engineer by the City on extensions of this Project or any other project without written permission of the Consulting Engineer shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the Consulting Engineer from all damages and costs including attorney fees arising out of such reuse by the City or others acting through the City.
- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
 3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
 4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
 5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.

6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
- a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.
 - f. Limits of liability of such policies and date of expiration of policies.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.
7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:
- a. Workers' Compensation:

Coverage A: Statutory Limits
Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
 - b. General Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

Personal Injury Liability coverage.
 - c. Automobile Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
 - d. Professional Liability: A professional liability errors and omissions policy with limits of one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.

8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Consulting Engineer is given not less than fifteen (15) calendar days prior written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.
3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consulting Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.
4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.

- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.

- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.

- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.

- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.

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

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

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.

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

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times 3.0 for services rendered by principals and employees assigned to the Project.

Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct labor costs are set forth in Exhibit H hereto.

- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.05.

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

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

D. PAYMENT FOR WORK COMPLETED

1. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
2. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
3. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.

4. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
 5. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
 6. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this 6th day of June, 2016

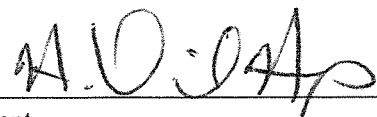
THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

BAINBRIDGE, GEE, MILANSKI & ASSOCIATES,
INC.

By: 
President

SCOPE OF WORK

The Engineer shall perform or be responsible for the performance of professional design services for the City in connection with the design and construction of sanitary sewers, pump stations, force mains and similar infrastructure and related items. A specific scope of work will be prepared for Council approval for significant projects as determined by the Public Works Department.

The Engineer shall also provide general sewer advisory services as directed by the Public Works Department. General sewer advisory services shall not exceed a total of \$30,000 during the term of this contract without written authorization.



CITY OF DECATUR ILLINOIS

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

Notice to Proceed

TO:	Bainbridge, Gee, Milanski & Associates, Inc. 1670 South Taylorville Road Decatur, IL 62521
City Project Name:	
City Project Number:	
City Project Phase:	

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

The City Representative for this Phase of work is _____.

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

CITY OF DECATUR, IL

BY: _____

(City Engineer)

Dated this _____ day of _____, 20____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

BY: _____
(Signature) (Title)

Dated this _____ day of _____, 20____.

EXHIBIT C

PROJECT TIMELINE

(Provide a Gantt Chart of the major work elements and the project days to each completion)
Number pages "C-1", "C-2" and so on.

The term of this agreement shall be three (3) years from the date of approval. General services provided under this agreement shall be performed at the direction of the Public Works Department. Due to the inherent unpredictability in how and when general services will be necessary, no specific timeline can be provided.

In the event additional stand-alone projects are initiated under this agreement and require separate contracts, timelines for such projects shall be determined based on project specific conditions during the contract preparation process.



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

Change Order

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

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

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

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

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

State fully the nature and reason for the change order _____

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

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

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

Recommended _____
 Public Works Director _____ Date _____

Approved _____
 Mayor _____
 Date _____

Attested _____
 City Clerk _____
 Date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2016

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

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

PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	1-800-527-9049	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Bainbridge, Gee, Milanski & Associates 1670 Taylorville Road Decatur, IL 62521		INSURER(S) AFFORDING COVERAGE INSURER A: CHARTER OAK FIRE INS CO INSURER B: TRAVELERS IND CO INSURER C: TRAVELERS CAS & SURETY CO INSURER D: INSURER E: INSURER F:	
		NAIC # 25615 25658 19038	

COVERAGES

CERTIFICATE NUMBER: 46879474

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			6802748L565	07/09/15	07/09/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS			BA2748L332	07/09/15	07/09/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ DED ☒ RETENTION \$ 10,000			CUP6745Y549	07/09/15	07/09/16	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB6745Y353	07/09/15	07/09/16	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Claims Made			105304894	07/09/15	07/09/16	Each Claim 1,000,000 Aggregate 1,000,000

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

Project: Sanitary Sewer Design Services

City of Decatur is additional insured on the General Liability policy on a primary and non-contributory basis. City of Decatur is additional insured on the Auto Liability policy.

CERTIFICATE HOLDER

City of Decatur

#1 Gary K Anderson Plaza

Decatur, IL 62523

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul Anderson

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EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

Exhibit G

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

(NOTE: This Affidavit must be completely filled out and signed by any party doing business with the City. This Affidavit assists the City in making determinations relative to conflict of interests and other laws - if questions contact the City of Decatur Legal Department at 217/424-2807.)

STATE OF ILLINOIS)
) ss.
 COUNTY OF MACON)

SECTION I. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. Bainbridge, Gee, Milanski & Associates, Inc. (Hereinafter "Consulting Engineer") is a:
 Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

Partnership (if a Partnership, complete C)

Limited Liability Corporation (if an LLC, complete C)

Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 37-0982232.

B. CORPORATION

The State of Incorporation is DELAWARE

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
<u>H. David Harp</u> Name	<u>1670 S. Taylorville Road</u> Company Address, Principal Office
<u>784 Jacobs Way</u> Address	<u>Decatur, IL 62521</u> City, State, Zip
<u>Forsyth, IL 62535</u> City, State, Zip	<u>217/423-8600</u> <u>217/423-8677</u> Telephone Facsimile
<u>217/423-8600</u> Telephone	<u>www.bgmengineering.com</u> Website

The corporate officers are as follows:

President: H. David Harp

Vice President: Steven G. Bainbridge

Secretary-Treasurer: Matthew B. Foster

C. PARTNERSHIP OR LLC

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

Name	Home Address & Telephone

Name	Home Address & Telephone

Name	Home Address & Telephone

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

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

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

Check One:

_____ Others Interested in Contract X None

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

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

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

CONSULTING ENGINEER

H. David Harp
Signature

H. David Harp
Printed Name

President
Title

SUBSCRIBED and SWORN to before me this 20th day of May, 2016.

Linda K. Creek
Notary Public

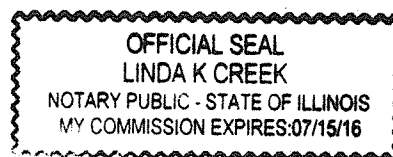


Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER		
As of the date of this contract.		
Project Name: SANITARY SEWER DESIGN SERVICES		
Consulting Engineer: Bainbridge, Gee, Milanski & Associates, Inc.		
Classification	Minimum	Maximum
Principal	\$55.00	\$55.00
Project Engineer II	\$45.35	\$45.35
Project Engineer I	\$39.00	\$41.20
Land Surveyor	\$38.67	\$42.00
Draftsman	\$33.34	\$33.34
Technician II	\$30.00	\$30.00
Technician I	\$24.67	\$24.67
Field Assistant	\$19.67	\$19.67
Clerical	\$20.00	\$20.00

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project: SANITARY SEWER DESIGN SERVICES

(Consulting Engineer Name & Address) Bainbridge Gee Milanski & Associates, Inc. 1670 South Taylorville Road Decatur, IL 62521		City Project No.:	
		Invoice Date:	
		Invoice Number:	
		Invoice Period From:	
		To:	
Agreement/C.O.	Date Approved	Council Bill	Upper Limit
Original Contract			\$30,000

Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Contract Multiplier	3.0	3.0	3.0
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier	1.05	1.05	1.05
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Direct Labor Cost		(For City Use)	
Avg. Total Labor Cost			
Percent Complete			

Consulting Engineer's
Signature:

Title:



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

OCT 22 2015

REPLY TO THE ATTENTION OF:
WC-15J

CERTIFIED MAIL 7011 1150 0000 2639 5315
RETURN RECEIPT REQUESTED

Mr. Richard G. Marley, P.E.
Director of Public Works
City of Decatur, Illinois
1 Gary K. Anderson Plaza
Decatur, Illinois 62523-1196

Subject: City of Decatur, Illinois, Administrative Consent Order Pursuant to 33 U.S.C.
§§1318(a) and 1319(a), Docket No. V-W-12-AO-21

Dear Mr. Marley:

Enclosed is an original of the signed Administrative Consent Order in the matter of: City of Decatur, Docket No. V-W-12-AO-21. We look forward to working with Decatur as it fulfills its obligations under the Order.

If you have any questions concerning this matter, please contact Keith Middleton of my staff, at (312) 886-6465, or your legal counsel may contact Robert Guenther, Associate Regional Counsel, at (312) 886-0566.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick F. Kuefler", is written over a horizontal line.

Patrick F. Kuefler
Chief
Water Enforcement & Compliance Assurance
Branch

Enclosure

cc: Erika Powers, Barnes & Thornburg LLP (w/copy of signed Administrative Consent Order)
Michael Elam, Barnes & Thornburg LLP (w/copy of signed Administrative Consent Order)
Roger Callaway, Illinois Environmental Protection Agency (w/copy of signed Administrative Consent Order)

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5**

IN THE MATTER OF:	)	DOCKET NO. V-W-12-AO-21
	)	
City of Decatur	)	Proceeding under Sections 308(a) and
Decatur, Illinois,	)	309(a) of the Clean Water Act, 33 U.S.C.
	)	§§ 1318(a) and 1319(a)
Respondent.	)	
	)	

ADMINISTRATIVE CONSENT ORDER

1. The Director of the Water Division, U.S. Environmental Protection Agency, Region 5, is issuing this Administrative Compliance Order on Consent (Order) to the City of Decatur (Respondent) under Sections 308(a) and 309(a) of the Clean Water Act (CWA), 33 U.S.C. §§ 1318(a) and 1319(a).

STATUTORY BACKGROUND

2. Section 301(a) of the CWA, 33 U.S.C. § 1311(a), prohibits the discharge of any pollutant by any person except, among other things, in compliance with a National Pollutant Discharge Elimination System (NPDES) permit issued pursuant to Section 402 of the CWA, 33 U.S.C. § 1342.
3. Section 308(a) of the CWA, 33 U.S.C. § 1318(a), provides, among other things, that whenever required to carry out the objective of this chapter, the Administrator of EPA shall require the owner or operator of any point source to: establish and maintain such records, make such reports, and provide such other information as she may reasonably require.
4. Section 309(a)(3) of the CWA, 33 U.S.C. § 1319(a)(3), states that whenever the Administrator of EPA finds a person in violation of Section 301(a) of the CWA, 33 U.S.C. § 1311(a), the Administrator of EPA may issue an order requiring that person to comply with the provisions of the CWA and the requirements of the permit.
5. Section 504 of the CWA, 33 U.S.C. § 1364, states that the Administrator, upon receipt of evidence that a pollution source or combination of sources is presenting an imminent and substantial endangerment to the health of persons or to the welfare of persons where such endangerment is to their livelihood, may bring suit to immediately restrain any person causing or contributing to that discharge.

DEFINITIONS

6. "Backup" or Building/Property Backup" means any release of wastewater to public or private property that is caused by Blockages or other conditions in either the Separate Sanitary Sewer Collection System or the Combined Sewer Collection System. Such releases can include, but are not limited to, those that occur in basements. For the purposes of this Order, this term does not include releases caused by conditions in private laterals or otherwise not caused by conditions in Respondent's Separate Sanitary Sewer Collection System or Combined Sewer Collection System.
7. "Blockage" means the partial or complete interruption of flow as a result of some obstruction in any portion of the Separate Sanitary Sewer System or the Combined Sewer Collection System.
8. "City," "Respondent," and "You" for purposes of this Order refer to the City of Decatur and to any agents, employees, contractors, or other entities that performed work or acted in any way on behalf of, or at the direction of, the City of Decatur.
9. "Combined Sewer Collection System(s)" or "Combined Sewer System(s)" means all portions of Respondent's sewer system designed to convey municipal sewage (domestic, commercial, and industrial wastewater) and storm water through a single-pipe system to the wastewater treatment plant or to combined sewer outfalls.
10. "Day" or "days" means a calendar day or calendar days. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or federal or state holiday, the period will run until the close of the next business day.
11. "Force Main" means any pipe that carries wastewater under pressure from the discharge side of a pump to a point of gravity flow downstream.
12. "Gravity Sewer" means a pipe that receives, contains, and conveys wastewater that is not normally under pressure and is intended to flow unassisted under the influence of gravity.
13. "Infiltration" means water, other than wastewater, that enters Respondent's Separate Sanitary Sewer System (including sewer service connections) from the ground through such means as defective pipes, pipe joints, connections, or manholes.
14. "Inflow" means water, other than wastewater, that enters Respondent's Separate Sanitary Sewer System from sources such as, but not limited to, roof leaders, yard drains, area drains, foundation drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm water, surface runoff, street wash waters, or drainage.
15. "I/I" means the total quantity of water from Infiltration and Inflow without distinguishing the source.

16. "Private Lateral" means any portion of a Sanitary Sewer System, not owned by Respondent, used to convey wastewater from a building or buildings to that portion of a Separate Sanitary Sewer System or Combined Sewer System owned by Respondent.
17. "Pump Station" means facilities comprised of pumps or other equipment that lift wastewater to a higher hydraulic elevation, including all related electrical, mechanical, and structural systems necessary to the operation of that pumping station.
18. "Record" or "records" means any recording of information in tangible form. It includes, but is not limited to, documents, memoranda, reports, letters, maps, graphs, charts, log books, notes, emails, computer files, computer printouts, and computer databases.
19. "Sanitary District of Decatur" or "SDD" means the separate government entity established by the Sanitary District Act of 1917. The SDD is governed by a board as appointed by Macon County, Illinois.
20. "Sanitary Sewer Discharge" means any discharge to waters of the state as defined by applicable state law, or to navigable waters of the United States as defined by Section 502(7) of the Clean Water Act, 33 U.S.C. § 1362(7), from Respondent's Separate Sanitary Sewer System.
21. "Sanitary Sewer Overflow" or "SSO" means an overflow, spill, diversion, or release of wastewater from or caused by Respondent's Separate Sanitary Sewer Collection System. This term includes: (i) discharges to waters of the United States from the Separate Sanitary Sewer Collection System (Sanitary Sewer Discharges); and (ii) any release of wastewater from the Separate Sanitary Sewer Collection System to public or private property that does not reach waters of the United States, including Backups.
22. "Separate Sanitary Sewer Collection System(s)" or "Separate Sanitary Sewer System(s)" means any portions of Respondent's sewer system (including all pipes, Force Mains, Gravity Sewer segments, overflow structures, regulators, Pump Stations, manholes, and components thereof), designed and constructed to collect and convey only sewage, and not storm water, from residences, commercial buildings, industrial plants, and institutions for treatment at the Sanitary District of Decatur Main STP.
23. "Storm Sewer Collection System(s)" or "Storm Sewer System(s)" means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) owned or operated by the City of Decatur that is designed or used for collecting or conveying storm water. This term does not include a combined sewer system.
24. "Unauthorized Combined Sewer Discharge (s)" means a discharge from Respondent's Combined Sewer System to waters of the United States. This does not include wet weather discharges from SDD's permitted Combined Sewage Overflows (CSO) facilities.

25. "Unauthorized Combined Sewer Overflow" means an overflow, spill, diversion, or release of wastewater from or caused by Respondent's Combined Sewer System(s). This term will include: (i) an unpermitted discharge from the Respondent's Combined Sewer System(s) to waters of the United States (Unauthorized Combined Sewer Discharge); and (ii) any release of wastewater from the Respondent's Combined Sewer System(s) to public or private property that does not reach waters of the United States, including Backups. This does not include wet weather discharges from SDD's permitted Combined Sewage Overflow (CSO) facilities.
26. "Wastewater Treatment Plant(s)" or "WWTP(s)" means any wastewater treatment plants operated by Sanitary District of Decatur (SDD) under National Pollutant Discharge Elimination System (NPDES) Permit Number IL0028321 and located at 501 Dipper Lane, Decatur, Illinois and all components of the permitted sewage treatment plants.

FINDINGS

27. Respondent is a municipality incorporated under the laws of the State of Illinois. Respondent maintains a system of separate and combined sewers to convey sanitary sewage to treatment by the SDD.
28. On December 27, 2011, Respondent received an Information Request, pursuant to Section 308 of the CWA, which included a checklist for Respondent to complete and return to EPA. Respondent responded to this information request on February 13, 2012 with the checklist and the majority of the requested information.
29. On May 30, 2012, EPA called Respondent and discussed questions concerning Respondent's February 13, 2012 submittal. Respondent sent EPA an email on June 1, 2012 with additional information that was requested during the phone discussion.
30. Respondent owns and operates both a Combined Sewer Collection System and a Separate Sanitary Sewer Collection System, both of which discharge into the SDD system.
31. SDD owns and operates four Combined Sewage Overflow (CSO) facilities within Respondent's city limits. The four CSOs are permitted in SDD's NPDES permit (IL0028321) with the following names: Outfall 003 Oakland Avenue Treated Combined Sewage Outfall, South Edward Street Treated Combined Sewage Outfall, McKinley Avenue Treated Combined Sewage Outfall, and Seventh Ward Treated Combined Sewage Outfall.
32. Respondent maintains a Storm Water Sewer System (NPDES permit number ILR400181) for the areas that contain a Separated Sanitary Sewer System. The Storm Sewer System has final dispositions to Lake Decatur and the Sangamon River. Lake Decatur and the Sangamon River are waters of the United States and thus "navigable waters" pursuant to Section 502(7) of the CWA, 33 U.S.C. § 1362(7).

33. Any overflow point or other discrete fissure in Respondent's Separate Sanitary Sewer Collection System from which sewage has been or may be discharged to the waters of the United States constitutes a "point source," pursuant to Section 502(14) of the CWA, 33 U.S.C. § 1362(14).
34. Sanitary sewage is a "pollutant," pursuant to Section 502(6) of the CWA, 33 U.S.C. § 1362(6).
35. Respondent has identified 19 Sanitary Sewer Discharges that have occurred since 2010.
36. The table attached to this Order as Attachment B provides a summary of the Sanitary Sewer Discharge events since 2010, including the date of the event, the location, the estimated volume discharged, the cause of the event, the weather conditions during the event, the final disposition of the Sanitary Sewer Discharges, the affected waterway, any mitigating actions taken by the Respondent, whether the SSO was reported to the Illinois Environmental Protection Agency (IEPA), and whether there was any observed discernible environmental harm.
37. The Sanitary Sewer Discharges detailed in Attachment B are "discharges of a pollutant" from a "point source" to a "navigable water," as those terms are defined at Section 502(7), (12) and (14) of the CWA, 33 U.S.C. § 1362(7), (12) and (14), and 40 C.F.R. § 122.2.
38. Respondent has identified Property Backups that occurred within Respondent's Separate Sanitary Sewer Collection System and Respondent's Combined Sewer System.
39. The table attached to this Order as Attachment C provides the number of Property Backups that occurred due to a blockage within the private lateral, the number of Property Backups that occurred due to a blockage within the public main sewer line, and Property Backups that occurred due to heavy rainfall.
40. Respondent did not provide the number of Property Backups that occurred within the Separate Sanitary Sewer System portion or the number of Property Backups that occurred within the Combined Sewer System portion of the Respondent's collection system.
41. Respondent does not have a NPDES permit which allows Sanitary Sewer Discharges or Unauthorized Combined Sewer Discharges. Respondent's discharges of sewage or other pollutants into any waters of the United States without a NPDES permit, as identified in either Attachment B or C, are violations of Section 301(a) of the CWA, 33 U.S.C. § 1311(a).

COMPLIANCE REQUIREMENTS

Pursuant to Sections 308(a) and 309(a)(3) of the CWA, 33 U.S.C. §§ 1318(a) and 1319(a)(3), EPA orders that:

42. Respondent shall immediately begin forwarding copies to EPA of all SSO or CSO notifications it makes to IEPA or the Macon County Health Department. Such copies shall be forwarded to EPA at the address listed in Paragraph 60 below.
43. Respondent shall continue to progress toward the goals set forth in Respondent's Sanitary Sewer Master Plan and Executive Summary, including the following projects:
- a. Critical Large Diameter Sewer Rehabilitation. The critical large diameter sewers include those ranging from 3 to 7 feet in diameter, where failure would have dire consequences, such as loss of service for a large number of customers, pollution of the environment, very high repair costs, or significant property damage.
 - b. Overhead Sewer Program. Respondent will modify its Overhead Sewer Program to increase participation in the program.
 - c. Elimination of Sanitary Sewer Discharges due to I/I. This work shall include preparation of the Sewer Collection System Alternatives Analysis and CMOM Program described below.
44. Respondent shall implement a Capacity, Management, Operation, and Maintenance (CMOM) Program to be developed in accordance with Paragraph 56 and shall include, but not be limited to, the following requirements:
- a. Provide adequate capacity to convey base flows and peak flows, for all parts of Respondent's Separate Sanitary Sewer System and its Combined Sewer System for proper treatment at SDD's WWTP or permitted CSO facilities before discharge to waters of the United States;
 - b. Eliminate Sanitary Sewer Discharges in all parts of its Separate Sanitary Sewer Collection System;
 - c. Eliminate Unauthorized Combined Sewer Discharges in all parts of its Combined Sewer System; and
 - d. Prevent Property Backups in both the Combined Sanitary Sewer System and the Separate Sanitary Sewer System.
45. Within 60 days of the effective date of this Order, Respondent shall implement a procedure to document all Sanitary Sewer Overflows, Unauthorized Combined Sewer Overflows, and Property Backups from its sewage collection system. In addition, Respondent shall generate Backup summaries on a quarterly basis. Information in these summaries shall include, to the extent known by Respondent, the dates on which the Backups occurred, locations of the Backups, whether the Backup occurred within the Separate Sanitary Sewer System or the Combined Sewer System, reasons the Backups occurred, estimated volume of Backup water which exited the Separate Sanitary Sewer System/Combined Sewer System, responsibility for the Backups, methods used to

remove Backup water from property, final disposition of Backup water (i.e. receiving waters of Backup), measures used to mitigate environmental harm if Backup water is untreated, and actions taken to mitigate future Backups. Respondent shall submit the quarterly Backup summaries to EPA on January 31, April 30, July 31, and October 31 of each year to the address listed in Paragraph 60. Respondent shall inform EPA of the date when the enhanced Backup data documentation program is implemented.

46. Within 180 days of the effective date of this Order, Respondent shall submit to EPA a Sewer Collection System Alternatives Analysis for approval. The purpose of the Sewer Collection System Alternatives Analysis is to develop and implement alternatives to eliminate excessive I/I in specific areas within the collection system, and target areas, causing wet weather related Sanitary Sewer Overflows, Unauthorized Combined Sewer Overflow, and Property Backups. The alternatives analysis shall initially address the excessive I/I areas identified in Attachment D, consistent with Respondent's "Sanitary Sewer Master Plan," dated May 11, 2010 and develop solutions or alternatives to eliminate Sanitary Sewer Discharges and Combined Sewer Discharges and to reduce Property Backups within both Respondent's Sanitary Sewer Collection System and Respondent's Combined Sewer Collection System. When developing the Sewer Collection System Alternatives Analysis, Respondent should consider procedures outlined in the 1991 EPA "Handbook Sewer System Infrastructure Analysis and Rehabilitation" and in the "Existing Sewer Evaluation & Rehabilitation," Water Environmental Federation (WEF) Manual of Practice FD-6, ASCE Manual and Report on Engineering Practice No. 62. The Sewer Collection System Alternatives Analysis shall include, but not be limited to:

- a. An analysis of how existing data was used to develop the alternatives and target areas. A list of the documents used should be included within the analysis. Existing data may include, but not be limited to:
 - i. Previous engineering studies;
 - ii. As-built Sanitary, Combined, and Storm Sewer collection system maps;
 - iii. Previous sewer system operations and maintenance data (i.e. sewer inspection data);
 - iv. Existing city planning documents;
 - v. Sewer system monitoring data (i.e. previous flow monitoring data or lift station flow records);
 - vi. Rainfall data;
 - vii. Geotechnical and soil data;
 - viii. Groundwater data; and

- ix. Previous collection system performance data (i.e. Sanitary Sewer Overflow, Unauthorized Combined Sewer Overflow, and Property Backup locations).
- b. A clear assessment of each targeted area and the reasoning behind why the area is being targeted. This assessment shall consider the locations of previous occurrences of SSOs, Unauthorized Combined Sewer Overflows, and Property Backups and shall rank the targeted areas in terms of either the area with the highest contribution of I/I, the area with the least amount of conveyance capacity, or both. If another ranking methodology is used, it shall be explained in detail.
- c. A mapping investigation of each targeted area that considers the following:
 - i. Storm sewers crossing or running parallel to Separate Sanitary Sewers;
 - ii. Sanitary Sewers constructed near rivers, streams, ditches, ponding areas, or flooding areas that may be sources of I/I;
 - iii. Sanitary Sewers constructed in unsuitable soils that may be subject to settling, resulting in open joints and/or pipe cracking;
 - iv. The age, size, and type of the major sewers within the target area; and
 - v. Known or potential problem areas within the target areas including SSOs, Unauthorized Combined Sewer Overflows, and Property Backups that have occurred.
- d. An alternatives analysis for each target area that will recommend actions that take all feasible steps to eliminate excessive I/I into the Respondent's Separate Sanitary Sewer Collection System to mitigate the impact of excessive I/I on SSOs and Property Backups. Respondent shall also identify solutions to any hydraulic deficiencies within both its Separate Sewer Collection System and its Combined Sanitary Sewer Collection System that are contributing to SSOs, Unauthorized Combined Sewer Overflows, and Property Backups. The alternatives analysis shall address, but not be limited to, the following:
 - i. A description of each technically feasible alternative considered within the targeted areas that will eliminate Sanitary Sewer Discharges and Unauthorized Combined Sewer Discharges and prevent Property Backups from occurring. Respondent shall give specific consideration to addressing the following types of actions:
 - 1. Improvements to the existing sewerage including repairs, rehabilitation, or replacement of sewer pipes or lift stations;

2. Construction of additional sewer conveyance capacity;
 3. Construction of storage basins or tanks within the system; and
 4. Tasks to reduce private property I/I contributions including private property inflow inspections (e.g. sump pump inspections) and/or smoke testing.
- ii. An estimation of the cost of each alternative considered;
 - iii. An estimation of the benefit (in terms of either the I/I in gallons removed or SSOs, Unauthorized Combined Overflows and Property Backups prevented);
 - iv. A green infrastructure evaluation that will consider potential green infrastructure measures to reduce and/or eliminate sources of I/I;
 - v. A prioritization of the alternatives and a schedule for implementation of the alternatives chosen, with a final completion date of the chosen alternatives no later than December 31, 2018; and
 - vi. Analysis of the cost effectiveness of the chosen alternatives, including the impacts on Respondent's user rates.
47. After EPA's review of Respondent's submission of the Sewer Collection System Alternatives Analysis, EPA shall either approve or provide comments concerning the Sewer Collection System Alternatives Analysis.
 48. Within 90 days of receipt of any EPA comments on the Sewer Collection System Alternatives Analysis, Respondent shall address those comments through submission of responses and/or a revised Sewer Collection System Alternatives Analysis.
 49. After EPA's review of Respondent's submission of responses and/or a revised Sewer Collection System Alternatives Analysis, EPA shall either approve, disapprove, or provide additional comments to be addressed by the Respondent within a time period specified by EPA.
 50. Within 60 days of EPA's approval of the Sewer Collection System Alternatives Analysis, Respondent shall begin implementing the recommendations of the Sewer Collection System Alternatives Analysis as approved or amended by EPA on the schedule contained in the approved Sewer Collection System Alternatives Analysis. The implementation schedule, as approved or amended by EPA shall be incorporated into this Order.
 51. If EPA determines that Respondent unsatisfactorily responded to EPA's comments concerning the disapproved Sewer Collection System Alternatives Analysis, Respondent

shall conduct a Sewer System Assessment (SSA) Study. The requirements for the SSA Study are provided in Attachment A.

52. The Sewer Collection System Alternatives Analysis shall be reviewed and updated by Respondent as needed based on findings from the CMOM (Paragraph 56) or other relevant data.
53. Respondent must provide semi-annual reports on the recommended projects chosen, as set forth in the Sewer Collection System Alternatives Analysis' implementation schedule to EPA (Paragraph 46.d). The reports are due on January 31 and July 31 of each year, following the commencement of the Sewer Collection System Alternatives Analysis' implementation schedule. The semi-annual reports, at a minimum, must describe the status and progress of each project that is implemented for the previous half of the calendar year.
54. Respondent intends to use an asset management approach to operate and maintain the Combined Sewer Collection System and Sanitary Sewer Collection System, consistent with its Sanitary Sewer Master Plan and its CMOM Program (Paragraph 56). Within 90 days of receiving EPA approval of the CMOM Program submitted under Paragraph 56, Respondent shall submit to EPA an Asset Management Workplan, which shall include a list of activities Respondent intends to take to implement its asset management approach and a schedule for implementation of those activities. The submission of Respondent's Asset Management Workplan is for informational purposes only, and will not be subject to EPA approval.
55. Within 180 calendar days of the effective date of this Order, Respondent shall submit an initial Capacity, Management, Operation, and Maintenance (CMOM) Template, containing a CMOM Program outline for review and comment by EPA. The CMOM Template shall include a status report of how the Respondent currently addresses the items (CMOM Template Items) identified in Sections I, III, IV(A, E, F, and L), V(A, F, and G), and VI of the Table of Contents (attached) for Chapter 3 of the EPA's *Guide for Evaluating CMOM Programs at Sanitary Sewer Collection Systems*, EPA 305-B-05-002 (January 2005) (the Guide). The status report shall note any current deficiencies in these CMOM Template Items and shall detail how the Respondent shall improve these before the final CMOM Program submittal. The status report shall demonstrate how the other items in the Guide shall be implemented or put in place by the time of the submission of the CMOM Program.
56. Within 180 calendar days from the approval of the initial CMOM Template, as described in Paragraph 55, Respondent shall prepare and submit to EPA a CMOM Program designed to address all parts of its Separate Sanitary Sewer System in accordance with all listed provisions outlined in the attached Chapter 3 Table of Contents from the Guide. The submitted CMOM Program shall include all on-going, up-to-date CMOM documentation, including the checklist in Chapter 3 of the Guide. The Guide can be found online at http://www.epa.gov/npdes/pubs/cmom_guide_for_collection_systems.pdf. The CMOM

Program shall incorporate any updates to the status report items listed in Paragraph 55. Respondent must submit the completed CMOM Program documentation for review, comment, and approval by EPA.

57. Respondent shall implement the approved CMOM Program no later than 30 calendar days after final approval by EPA.
58. Within one year of approval of the CMOM Program identified in Paragraph 56, Respondent shall submit a CMOM report to EPA. The report shall include a completed CMOM Program Self-Assessment from EPA's website (<http://www.epa.gov/npdes/pubs/cmomselfreview.pdf>) and shall summarize steps taken to implement the approved CMOM Program including operational changes or improvements implemented as part of the approved CMOM Program, the amount of sewers inspected or cleaned, any cross-connections detected or eliminated, and any dye testing or clear water source elimination measures implemented. The report shall also identify any Sanitary Sewer Discharges, Unauthorized Combined Sewer Discharge, or City-caused Property Backups that have occurred during the implementation period and what the responses, causes, and where the final deposition of the SSOs, Unauthorized Combined Sewer Discharge, and City-caused Property Backup was.
59. A schedule for implementation of the compliance requirements described above is included as Attachment E.

SUBMITTALS

60. Respondent shall submit all information required by this Order to EPA at this address:

Director, Water Division
Attn: Keith Middleton
Water Enforcement Compliance Assurance Branch (WC-15J)
U.S. Environmental Protection Agency, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

61. Respondent shall submit all information required by this Order under an authorized signature containing the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false statements and information, including the possibility of fines and imprisonment for knowing violations.

62. If the signatory finds that any portion of the submittal is false or incorrect, the signatory shall notify EPA immediately. Knowing submittal of false information to EPA in response to this Order may subject Respondent to criminal prosecution under Section 309(c) of the CWA, 33 U.S.C. § 1319(c), as well as 18 U.S.C. §§ 1001 and 1341.
63. Respondent may assert a claim of business confidentiality under 40 C.F.R. Part 2, Subpart B, for any portion of the information it submits to EPA. Information subject to a business confidentiality claim is available to the public only to the extent allowed by 40 C.F.R. Part 2, Subpart B. If Respondent fails to assert a business confidentiality claim, EPA may make all submitted information available, without further notice, to any member of the public who requests it. Effluent data, as defined in 40 C.F.R. § 2.302(a)(2), and information in permit applications is not entitled to confidential treatment under 40 C.F.R. Part 2, Subpart B. 40 C.F.R. § 122.7.
64. EPA may use any information submitted in response to this Order in support of an administrative, civil or criminal action against Respondent.
65. The information required to be submitted pursuant to this Order is not subject to the approval requirements of the Paperwork Reduction Act of 1995, 44 U.S.C. §§ 3501-3520, because it seeks collection of information by an agency from specific individuals or entities as part of an administrative action or investigation.

EFFECTIVE DATE AND OPPORTUNITY TO CONFER

66. An informal conference was held between Respondent and EPA on November 8, 2012, at EPA's Region 5 offices at 77 West Jackson Boulevard, Chicago, Illinois to discuss the Order, issued August 28, 2012, and provided an opportunity for Respondent to present additional information for the EPA to consider.
67. Another informal conference was held at the EPA office on February 25, 2013 to further discuss Respondent's additional submitted information and timelines of the Order.
68. On April 5, 2013, Respondent submitted a cover letter and requested markups concerning the Order based on discussions from the second informal conference on February 25, 2013.
69. On August 9, 2013, EPA discussed technical aspects of the Order with Respondent to assess the provisions within the compliance requirements section of this Order.
70. EPA has considered all relevant and material written information submitted by Respondent pursuant to this section and determined that the Order be modified to an Administrative Consent Order.
71. This Order becomes final and effective seven calendar days after the date of EPA's signature of the modified Order.

GENERAL PROVISIONS

72. This Order is not a permit under the CWA and does not waive or modify Respondent's ongoing obligation and responsibility to ascertain and comply with all other applicable federal, State or local laws, regulations, ordinances, permits, or licenses.
73. EPA reserves all rights and remedies, legal and equitable, available to address any violation cited in this Order and any other violation of the CWA, and to enforce this Order. Neither issuance of this Order by EPA nor compliance with its terms precludes further enforcement action pursuant to Section 309 of the CWA, 33 U.S.C. § 1319, for the violations cited in this Order, for any other violations of the CWA committed by Respondent, or to enforce this Order.
74. Respondent waives all remedies, claims for relief and, otherwise available rights to judicial or administrative review that Respondent may have with respect to any issue or fact or law set forth in this Order, including any rights of judicial review under Chapter 7 of the Administrative Procedure Act, 5 U.S.C. §§ 701-706.
75. The signatories to this Order certify that they are authorized to execute and legally bind the parties they represent.

CERTIFICATION OF COMPLETION

76. Within 30 days after Respondent concludes that it has complied with all requirements of this Order, Respondent shall submit to EPA a written certification of completion summarizing all actions taken to comply with all requirements of this Order.
77. After review of Respondent's certification of completion, EPA will notify Respondent whether it has satisfied all requirements of this Order.
78. This Order shall terminate when Respondent receives notification from EPA that it has satisfied all requirements of this Order.

September 21, 2015
Date

Julie Moran Wolfe
[City of Decatur Representative]

September 21, 2015
Date

Debra H. Bright
[City of Decatur City Clerk]

October 8, 2015
Date

Tinka G. Hyde
Tinka G. Hyde
Director
Water Division
U.S. EPA Region 5

Attachment A: Provisions to complete the Sewer System Assessment (SSA) Study

- A1. As stated in Paragraph 51, if EPA determines that Respondent unsatisfactorily responded to EPA's comments concerning the Sewer Collection System Alternatives Analysis, the Respondent must conduct a Sewer System Assessment (SSA) Study.
- A2. Within 180 days of EPA's Sewer Collection System Alternatives Analysis determination, Respondent must submit to EPA for approval a Sewer System Assessment Study (SSA Study) work plan. Respondent must conduct the SSA study as generally described in Paragraph A3. The SSA work plan must include, but is not limited to the following elements:
- a. Identify existing Combined Sewer System data and existing Separate Sanitary Sewer System data to be utilized in the development of the SSA Study.
 - b. Identify additional data that will need to be collected to fulfill the requirements in Paragraph A3.
 - c. Provide a list of deliverables that would be submitted in the final SSA Study Report.
 - d. Prepare a schedule to begin implementing the activities that need to be conducted to satisfy Paragraph A3 (Final SSA Study Report).
 - e. Provide the locations, an implementation schedule, and a rationale for placement of the flow monitors and rain gauges and any other additional required equipment as described in Paragraph A3.
 - f. Identify, through an initial review of the existing data, sewer sheds, sewer sub-basins, or areas with excessive I/I that cause or contribute to SSOs, Unauthorized Combined Sewer Overflows, and Property Backups.
 - g. Prepare a schedule for the completion of the final SSA Study Report.
- A3. In accordance with the schedule set forth in the approved SSA study work plan, as described in Paragraph A2, Respondent must submit to EPA a final SSA Study Report as generally described in "Existing Sewer Evaluation & Rehabilitation," Water Environmental Federation (WEF) Manual of Practice FD-6, ASCE Manual and Report on Engineering Practice No. 62. Respondent will have up to 18 months from the approval of the SSA work plan to submit the final SSA Study. The SSA Study will involve the use of verified existing attribute data and the collection and use of additional physical attribute data for Respondent; this may include but not be limited to the use of verified existing rainfall and flow data, the collection and use of additional rainfall and flow data, the monitoring of flows at key locations within Respondent's Combined Sewer System and Separate Sanitary Sewer System, the monitoring of groundwater and rainfall at appropriate location throughout both the Respondent's Combined Sewer

System and Separate Sanitary Sewer System and the documentation of the condition of portions of the Respondent's Combined Sewer System and Separate Sanitary Sewer System causing or contributing to SSOs, Unauthorized Combined Sewer Overflows, and Property Backups. The goal of the SSA Study is to identify sources and estimate quantities of excessive I/I entering Respondent's Separate Sanitary System, to eliminate sources of excessive I/I entering the Respondent's Separate Sanitary System, to mitigate the impact of excessive I/I on SSOs and Property Backups within Respondent's Separate Sanitary Sewer System and to develop alternatives to reduce identified sources of I/I. The SSA study will also target the Respondent's Combined Sewer System through the modeling of both the sanitary sewer systems and the development of alternatives to prevent Unauthorized Combined Sewer Overflows and Property Backups within the Combined Sewer System. The final SSA Study must include, but is not limited to:

- a. Any changes and deviations from the approved SSA work plan.
- b. A physical survey of both the Combined Sewer System and the Separate Sanitary Sewer System necessary to determine the extent of both systems. This includes the confirmation of the location, size, and capacity of all major sewers, manholes, and pump stations
- c. A long-term plan to visually inspecting major sewers, manholes, and pump stations for structural deficiencies, if not already done so.
- d. An assessment of the various components of the sanitary sewer system to further identify areas within the Separate Sanitary Sewer System with the highest contribution of I/I and to prioritize mitigation in these locations. Through this assessment, Respondent must include but not be limited to the following elements:
 - i. Monitor the contribution from rainfall to a sewershed within the Respondent's jurisdictional boundary through the use of rain gauges, as necessary to the I/I prioritization of sub-basins described above.
 - ii. Conduct both a dry and wet weather flow monitoring program, at a minimum, at key locations within the Combined Sewer System and the Separate Sanitary Sewer System. Such monitoring should be conducted to adequately characterize both the sanitary sewer collection systems with respect to sewersheds, sewer sub-basins, or city neighborhoods within the Separate Sanitary Sewer Collection System that exhibit high I/I.
 - iii. Identify the locations of sources of I/I clear water entry into the separate sewer system, and estimate the benefit (in terms of dollars per gallon of I/I removed) of removing each source.

- iv. Identify the locations of any hydraulic deficiencies (including components of the system with limiting capacity) that are generating Sanitary Sewer Discharges or Unauthorized Combined Sewer Discharges themselves.
 - v. Identify the areas that are subject to chronic Property Backup incidents in both the Combined Sewer System and the Separate Sanitary Sewer System.
 - vi. Determine the need for permanent flow meters to be installed and maintained at all sewer connection points with sewerage owned and operated by SDD.
- d. An evaluation of the capacity of both the Combined Sewer System and the Separate Sanitary Sewer System. This capacity evaluation will include all major sewer lines, force mains, pump stations, all known overflow points, all areas with known chronic Property Backup issues, and any other portions of the both sewer systems that must be assessed so as to support a technically sound evaluation of all known causes of chronic Sanitary Sewer Discharges or chronic Unauthorized Combined Sewer Discharges. The capacity evaluation should specifically identify the hydraulic capacities of aforementioned portions of the sewer systems and compare those capacities to existing and future projected (through current year plus 20 years), average and peak, dry and wet weather. The capacity evaluation will consider local rainfall data and the impact of an appropriate range of rainfall events, based on return frequency and duration, on peak wet weather flows within Respondent's Combined Sewer System and Storm Sewer System. At a minimum the capacity evaluation should include the following:
- i. Average dry weather and peak dry weather flow data.
 - ii. The following specified wet weather storm events:
 - 1. 2-year/"critical duration" storm event
 - 2. 5-year/"critical duration" storm event
 - 3. 10-year/24-hour storm event
 - 4. 10-year/"critical duration" storm event

The "critical duration" means the duration of a specific return frequency storm event (e.g., 2-year, 5-year, 10-year) which creates the greatest stress on the sewer system, including the maximum surcharge and system outflow. The critical duration can be determined using flow monitoring data or modeling data. The critical duration is determined by comparing various durations of the specified storm and calculation the peak wet weather flow rate and volume of runoff for each. The duration resulting in the highest peak wet weather flow rate or largest total volume is the "critical duration" storm. The storms designed above shall be based upon the most current National Oceanic and Atmospheric Administration (NOAA) storm return frequency information for

Respondent's geographic region, and all analyses of such storms will used a temporal rainfall distribution pattern recognized in the technical literature as appropriate for Respondent's geographic region.

- iii. Use of adequate, accurate, and sufficiently current physical data (e.g., invert and ground elevations, pipe diameters, slopes, pipe run lengths, Manning roughness factors, manhole sizes and configurations, pump stations performance factors, etc.), based on existing and obtained survey data.
 - iv. Proper model verification and calibration using dry weather and wet weather flow data.
 - v. Characterization of both the Combined Sewer System and the Separate Sanitary Sewer System performance by identifying, for each dry and wet weather condition considered, each pipe segment operating in surcharged condition, and each manhole or structure at which a Sanitary Sewer Overflow, an Unauthorized Combined Sewer Overflow, or a Property Backup might be expected to occur.
- e. Identify both short-term and long-term alternatives to eliminate sources of I/I and/or potential hydraulic deficiencies that cause SSOs, Unauthorized Combined Sewer Overflows, and Property Backups to occur within the Respondent's Combined Sewer System and Separate Sanitary Sewer System. Specially, each alternative, at a minimum, must:
- i. Either eliminate the sources of excessive I/I or the hydraulic deficiencies or take other measures identified in coordination with SDD to eliminate Sanitary Sewer Discharges, Unauthorized Combined Sewer Discharges, and Property Backups,
 - ii. Provide a cost/benefit analysis for each alternative.
 - iii. Recommend alternatives and implementation schedules for removing I/I sources, hydraulic deficiencies, or other measures to eliminate Sanitary Sewer Discharges, Unauthorized Combined Sewer Discharges, and Property Backups.
 - iv. Include a prioritized list of projects and a schedule for the implementation of all recommended projects, with a final completion date of no later than two years after the final approval of the final SSA Study. If a project is not recommended or if an implementation schedule is affected due solely to the affordability of the project, Respondent must provide an analysis of the cost effectiveness of the project, including any impacts on its user rates.

- A4. Within 45 days of EPA's approval of the final SSA Study Report, Respondent must begin implementing the recommendations of the SSA Study Report on the schedule contained in the approved SSA Study Report. The implementation schedule, as approved by EPA will be incorporated into this Order.
- A5. Respondent must provide semi-annual reports on the recommended projects chosen, as set forth in the SSA Study Report's implementation schedule to EPA (Paragraph A3.e). The reports are due on January 31 and July 31 of each year, following the commencement of the SSA Study's implementation schedule. The semi-annual reports, as a minimum, must describe the status and progress of each project that is implemented for the previous half of the calendar year.

Attachment B

City of Decatur - Sanitary Sewer Overflows - June 16, 2010 to June 15, 2015

Number	Date	Location	Est. Volume	Cause of SSO	Weather Conditions	Disposition of SSO	Action to mitigate the SSO	Reported to IEPA	Environmental harm
1	25-Oct-2010	3700 block of Portage Pl	Unknown	Grease in main	Dry weather	Storm sewer tributary to Spring Creek	Grease removed from main and apartment management notified on proper grease management	No	No
2	29-Nov-2010	North of Steven Decatur School	Unknown	Blockage from debris such as shop towels	Dry weather	Spring Creek	Letter sent to upstream residents to educate on non permitted items in sewer	Yes	No
3	10-Apr-2011	102 Ridgeway Drive	Unknown	Roots in main	Wet weather but unknown if due to roots or I/I	Storm sewer tributary to Lake Decatur	Root cut sewer and added to the annual herbicide program	Yes	No
4	22-Apr-2011	53 Lynette Dr	Unknown	Roots in main	Wet weather but unknown if due to roots or I/I	Drainage ditch tributary to Stephens Creek	Root cut sewer and added to the annual herbicide program	Yes	No
5	18-Sep-2012	1250 E Mound Rd	25,000 to 50,000 gallons	Blockage of debris and shop towels	Dry weather	Spring Creek	Televised and cleaned and added to the routine maintenance book	Yes	No
6	6-Nov-2012	1005 W Pershing Rd	5,000-15,000 gallons	Roots in in MH	Dry weather	Drainage ditch tributary to Spring Creek	Rehabilitated MH to remove root penetrations	Yes	No
7	30-Nov-2012	3525 Rupp Parkway	30 gph	Broken sewer leaking into storm sewer	Dry weather	Drainage ditch tributary to Spring Creek	Replaced broken sanitary sewer	Yes	No
8	26-Feb-2013	97 Phillips	100 gal	Blockage caused by plumber's mechanical cable and cutter head left in sewer	Dry weather	City Storm Sewer	Blockage was opened and cable/cutter head removed	Yes	No
9	13-Mar-2013	Bristol & Kaydon	20 gal	Roots in sewer	Dry weather	Railroad ditch flowing towards Ward Branch	Root cut sewer and added to the annual herbicide program	Yes	No
10	14-Mar-2013	2199 W Forest Ave	20 gal	Debris and grease buildup	Dry weather	On ground and absorbed in soil	Letter sent out to all upstream residents to educate on non permitted items in sewer.	Yes	No
11	18-Apr-2013	2415 Knollwood	Unknown	Excess flow	Wet weather	Lake Decatur	To be investigated during system review.	Yes	No
12	18-Apr-2013	Hunt & Florian	Unknown	Excess flow	Wet weather	Stevens Creek	To be investigated during system review.	Yes	No
13	18-Apr-2013	Cushing & Summit	Unknown	Excess flow	Wet weather	Stevens Creek	To be investigated during system review.	Yes	No
14	18-Apr-2013	Ellen & Division	Unknown	Excess flow	Wet weather	Spring Creek	To be investigated during system review.	Yes	No

Attachment B

City of Decatur - Sanitary Sewer Overflows - June 16, 2010 to June 15, 2015

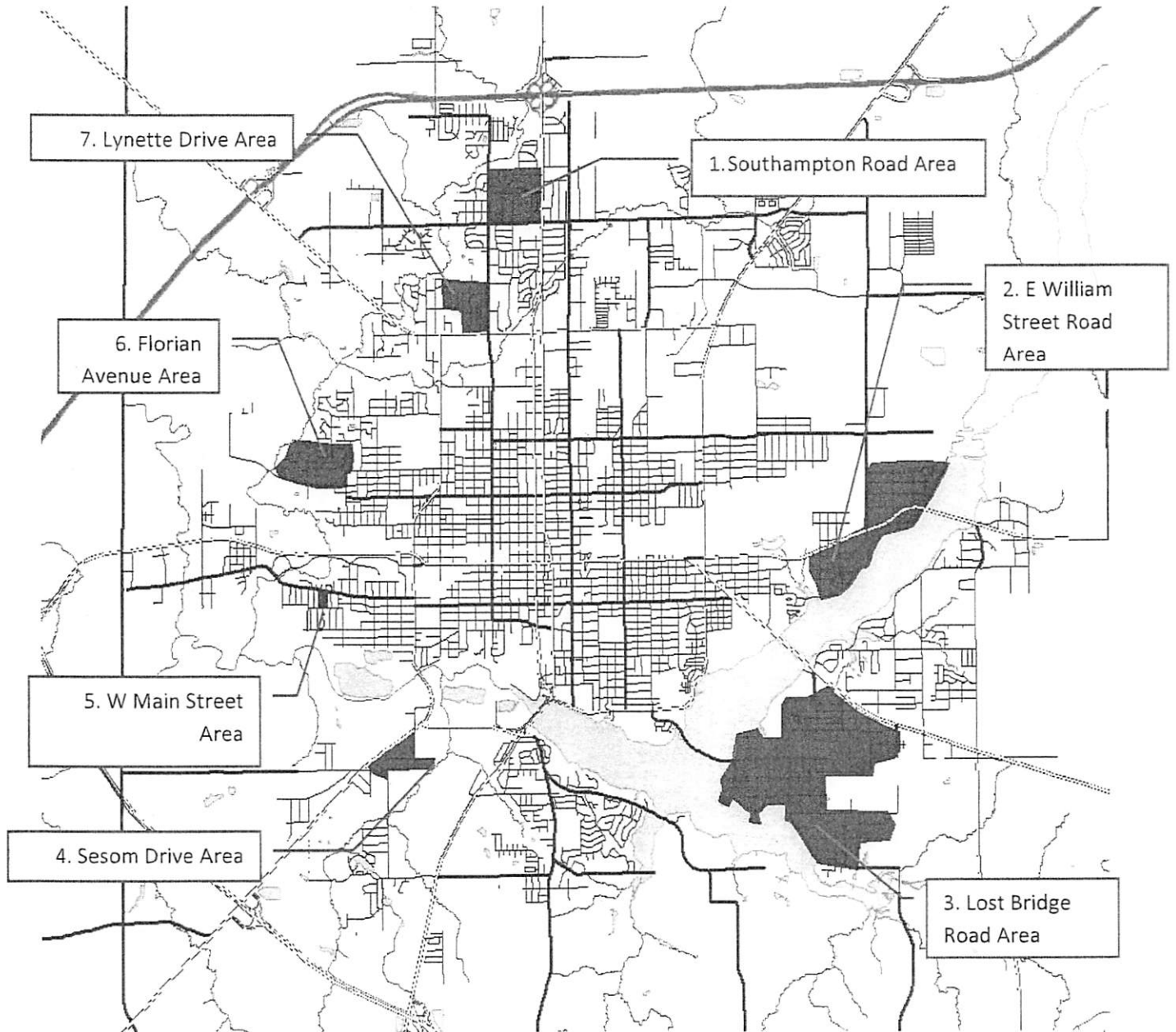
Number	Date	Location	Est. Volume	Cause of SSO	Weather Conditions	Disposition of SSO	Action to mitigate the SSO	Reported to IEPA	Environmental harm
15	18-Apr-2013	52 Sadowski Ct	Unknown	Resident removed lid	Wet weather	Lake Decatur	Area to be investigated for excess flow. Used SmartCover technology to prevent intrusion.	Yes	No
16	18-Jun-2013	52 Sadowski Ct	Unknown	Excess flow	Wet weather	Lake Decatur	Lines were de-rooted in June 2013. Lines were long lined in July 2014.	Yes	No
17	24-Mar-2014	3215 Susan Drive	20-50 gal	Broken forcemain in three locations	Dry weather	On ground and absorbed in soil	Forcemain was repaired.	Yes	No
18	13-Aug-2014	301 Meadow Terrace	20-50 gal	Failed trenchless point repair - Debris - Shallow manhole	Dry weather	On ground and absorbed in soil	Sewer main was repaired.	Yes	No
19	14-Oct-2014	Forest Knolls / Hillcrest Way	<20 gal	Surcharge during cleaning.	Dry weather	On ground and absorbed in soil	A manhole was not located prior to cleaning the line. It has now been found and marked.	Yes	No
20	3-Nov-2014	2170 S Franklin Street Road	50-100 Gallons	Grease in main	Dry weather	Entered storm sewer and was contained and removed	Letter sent to upstream residents to educate on non permitted items in sewer	Yes	No

Attachment C
City of Decatur - Property Backup Data

Time Period	Total	Likely Cause		
		Blockage in Private Line	Blockage in Public Line	Rainfall - Surcharged Sewer
2010 - Beginning June 16	309	216	37	56
2011	446	338	63	6
2012	362	333	47	1
2013	452	370	59	23
2014	397	320	61	16
2015 - Ending July 15	147	119	28	0
TOTAL	2113	1696	295	102

Attachment D

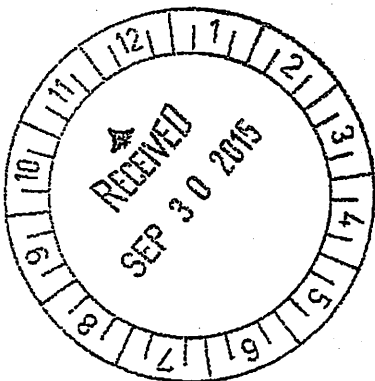
City of Decatur - Overall High I&I Areas



Attachment E
Schedule of Compliance Order Tasks
City of Decatur

Task	Task Completion Date Relative to the Effective Date			Task Completion Date Relative to EPA Approval				
	Ongoing	60 Days	180 Days	30 Days	60 Days	90 Days	180 Days	1 Year
Continue to progress toward goals set forth in City of Decatur's Sanitary Sewer Master Plan	X							
Implement procedure to document SSOs, Unauthorized CSOs, and Backups		X						
Submit Sewer Collection System Alternatives Analysis (SCSAA)			X					
Submit revisions to SCSAA						X		
Implement recommendations of the SCSAA					X			
Submit CMOM Program Template			X					
Submit CMOM Program							X	
Implement approved CMOM Program				X				
Submit CMOM report, including Program Self Assessment								X

Reporting Requirements	January 31	April 30	July 31	October 31
Quarterly Backup Summaries to EPA and IEPA	X	X	X	X
Semi-annual reports on the recommended projects chosen in the SCSAA	X		X	



Public Works

DATE: 5/17/2016

MEMO:

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance authorizing the City of Decatur of Macon County, Illinois to borrow funds from the Water Pollution Control Revolving Loan Fund for 7th Ward Sewer Rehabilitation Project, City Project 2015-07

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum No. 2016-25 for further information.

COPY: Bainbridge, Gee, Milanski & Associates, Inc.

ATTACHMENTS:

Description	Type
Council Memorandum 2016-25	Cover Memo
Location Map 7th Ward North	Backup Material
Location Map 7th Ward South	Backup Material
Ordinance Loan	Ordinance

Public Works Memorandum
NO. 2016-25

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: 7th Ward Sewer Rehabilitation Project
City Project 2015-07

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve the following items relating to the rehabilitation of the 7th Ward Sewer:

1. Ordinance authorizing a loan agreement to borrow up to \$15,296,160 from the Water Pollution Control Loan Program which is administered by the Illinois Environmental Protection Agency (IEPA). The proposed loan will cover engineering and construction costs associated with the rehabilitation of the 7th Ward Sewer.
2. Resolution authorizing an Engineering Services Agreement between the City of Decatur and Bainbridge, Gee, Milanski, and Associates, Inc. (BGM) to provide construction engineering and resident inspection services for the rehabilitation of the 7th Ward Sewer for a fee not to exceed \$944,000.

PRIOR COUNCIL ACTION:

See Appendix A for a listing of prior Council actions.

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 7th Ward Sewer Rehabilitation project addresses sanitary sewer priority 1, Critical Large Diameter Sewer Rehabilitation.

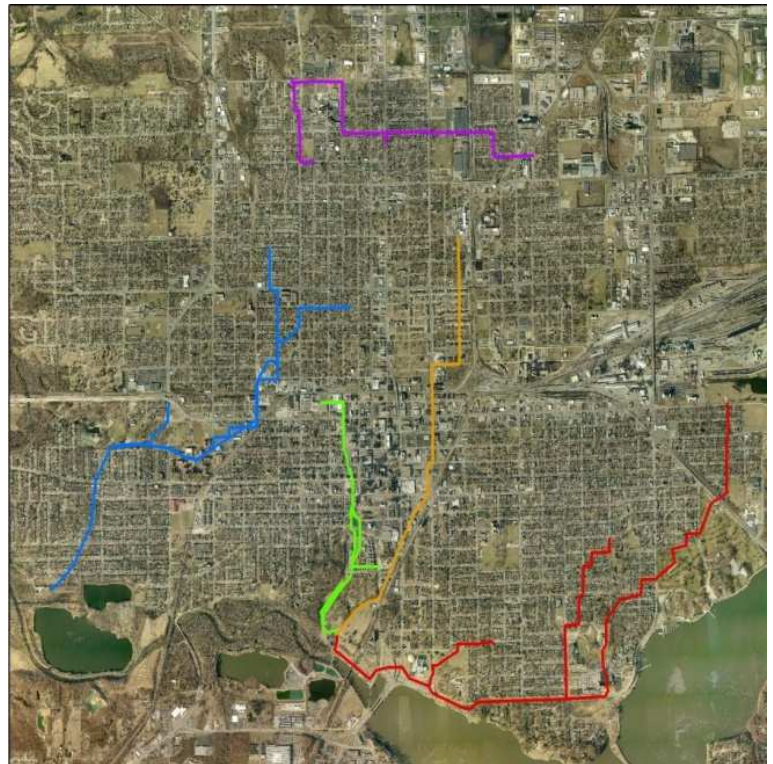
BACKGROUND:

The City's large diameter critical sewers are sewers with diameters ranging from 3 to 7 feet. They are major trunk sewers that serve large areas of the City and are vital to the City's sewer system. There are 5 critical sanitary sewers that are owned and operated by the City: 7th Ward Sewer, McKinley Avenue Sewer, Union Street Sewer, Lake Shore Drive Sewer, and Broadway Sewer, see Figure 1. Failure of a critical sewer would have dire consequences for the City such as loss of service for large sections of the City, pollution of the land and our drinking water supply, very high repair costs and possibly significant private property and building damage.

The Public Works Department and BGM prepared a Critical Sewers Rehabilitation Facilities Plan which was approved by the Illinois Environmental Protection Agency (IEPA) on February 4, 2013. The Facilities Plan is a key document required for the City to apply for low interest loans from the IEPA's revolving loan program. The plan analyzes the current condition of the sewers and probable construction costs for rehabilitation using multiple construction alternatives to find the most cost efficient method. It includes an engineering study of four of the five critical sanitary sewers; Lake Shore Drive Sewer, 7th Ward Sewer, McKinley Avenue Sewer and Union Street Sewer. The Lake Shore Drive Sewer Rehabilitation Project was completed in 2014; the Union Street Sewer Project was completed in 2015. The 7th Ward Sewer Rehabilitation Project is expected to begin late this year with a 2018 completion. The McKinley Sewer Rehabilitation Project is anticipated to begin in 2018 and will complete the City's critical sewer rehabilitation effort. The Critical Sewers Rehabilitation Facilities Plan is located on the City's website under the Public Information Tab.

The City's 2016 Capital Improvement Plan outlines the Critical Sewer rehabilitation schedule as follows:

Figure 1



Legend:

McKinley Ave Sewer shown in purple

7th Ward Sewer shown in blue

Union Street Sewer shown in green

Broadway Sewer shown in gold

Lake Shore Drive Sewer shown in red

<u>Critical Sewer</u>	<u>Expected Construction</u>
Lake Shore Drive Sewer	Completed Summer 2014
Union Street Sewer	Completed Summer 2015
7 th Ward Sewer	Fall 2016 – Summer 2018
McKinley Avenue Sewers	Spring 2018 – Summer 2019

7th Ward Sewer and 7th Ward Relief Sewer

The 7th Ward Sewer was built around 1905 to serve growing industrial, commercial, and residential development. As the name suggests, it hearkens back to the time when the City was divided into wards. The sewer begins near Leafland and Edward Street and flows south and west, passing through Millikin University in what was originally a natural valley that has since been filled in to accommodate the university's expanding needs. The 7th Ward Sewer flows west from Millikin to a junction structure in Fairview Park, and then continues roughly south to the 7th Ward Combined Sewer Overflow facility owned by the Sanitary District of Decatur, located near the far west end of Sunset Avenue. The original sewer was a combination of monolithic concrete and brick pipe varying from 36" to 56" diameter.

The 7th Ward Relief Sewer begins at King and Pine Streets and flows south and west, generally following the alignment of the 7th Ward Sewer. The Relief Sewer was completed in 1942 and constructed of 60" to 84" diameter reinforced concrete pipe to both increase sewer capacity through the Millikin University area and to help relieve upstream flooding issues. The Relief Sewer and the 7th Ward Sewer connect to the same junction structure in Fairview Park which then travels south to the 7th Ward Combined Sewer Overflow facility. Both sewers are laid out on the attached drawings.

Appendix B contains selected inspection photos detailing the general condition of the 7th Ward Sewer.

Project Funding Through the Water Pollution Control Loan Program

The passage of an ordinance authorizing a loan agreement to borrow funds from the Illinois Water Pollution Control Loan Program is one of the final steps in securing an IEPA low interest loan. The loan rate is expected to be 1.86%. The ordinance addresses the funding for the project and assures that the City is able to repay the loan over a 20 year period beginning at the substantial completion of the project. The funds included in the loan request are summarized in the following table:

Work Item	Project Estimate
Design Engineering*	\$156,500
Construction	\$12,905,140
Construction Contingency	\$1,290,520
Construction Engineering	\$944,000
Total Estimated Project Cost	\$15,452,660
Total Loan Requested	\$15,452,660

* The Design engineering costs originally included both McKinley and 7th Ward sewer design. Since the project is now separated, this reflects ½ of the authorized \$313,000.

As is common with the Water Pollution Control Loan Program, the actual loan document will not be fully written until a contract has been awarded by the City Council and a bid amount is approved by the IEPA. At that point, the agreement authorized by the attached ordinance will be signed by the City Manager and the loan activated. The contractor will then be given a notice to proceed.

Construction Engineering Services

The IEPA requires that projects being supported by the Water Pollution Control Loan Program be provided with project oversight by qualified resident engineers that are familiar with the sewer rehabilitation work being proposed. BGM is very familiar with the rehabilitation processes proposed for the 7th Ward Sewer Rehabilitation Project. BGM completed the Facilities Plan that identified the work to be done and then created preliminary and final designs for the project in separate contracts with the City. Their service as the project managers for this work is crucial.

The professional services agreement with BGM includes the following work items:

1. Assist the City during the bidding process.
2. Provide technical job site observation.
3. Prepare and approve pay estimates, change orders and other records.
4. Safeguard the City against defects and deficiencies on the part of the Contractor.
5. Conduct final review of the project and prepare final papers and reports.
6. Revise contract drawings to reflect field changes.
7. Review and approve shop drawings and Contractor submittals.
8. Review and check all reports by testing laboratories.
9. Assist the City if providing all documentation related to the loan program regulations.

POTENTIAL OBJECTION: None

INPUT FROM OTHER SOURCES: Illinois Environmental Protection Agency; 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.

ANTICIPATED SCHEDULE:

IEPA Approves the City's Facilities Plan	February 4, 2013
Plans and Specifications Submitted to the IEPA	June, 2016
City Council Approves IEPA Loan Agreement	June 6, 2016
Advertise for Bids	July, 2016
IEPA Construction Permit Issued	July, 2016
Pre-Bid Conference	July, 2016
Bids Opened by the City	August, 2016
City Council Receives and Approves Bids	September, 2016
The Loan is Authorized by the IEPA	November, 2016

IEPA Approves Bids and Authorizes Final Award
Notice to Proceed is Issued to the Contractor
Project Completion

November, 2016
November, 2016
Summer 2018

BUDGET/TIME IMPLICATIONS:

Budget Impact: The proposed authorizations are for the following expenditures all of which are to be reimbursed by the Water Pollution Control Loan Program:

1. The proposed loan agreement authorizes the City to borrow up to \$15,296,160 from the Water Pollution Control Loan Program. If the loan is for the full amount shown, the repayment will be approximately \$158,800 per year, paid semiannually over the 20 year life of the loan. The loan repayment was anticipated in the Sewer User Fee increase that was approved by the City Council in 2011.
2. The Engineering Services Agreement between the City and BGM to provide construction engineering and resident inspection services for the rehabilitation of the 7th Ward Sewer is for a fee not to exceed \$944,000. This fee will be reimbursed through the loan.

All expenditures and the loan repayment are to be through the Sewer Fund and are included in the proposed budget, and paid from current sewer user fees.

Staffing Impact: Staff time is allocated to manage and review the design of the 7th Ward Sewer.

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

Attach: 5

Cc: Bainbridge, Gee, Milanski & Associates, Inc.

Appendix A. Prior Council Action

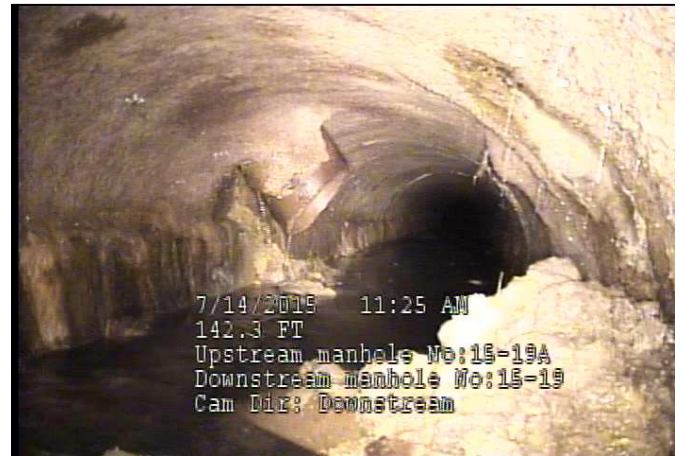
- **October 6, 2008** – The City Council approved resolution R2008-160 authorizing \$135,000 to Bainbridge, Gee, Milanski & Associates (BGM) to prepare a master plan for the sanitary sewer system.
- **October 26, 2009** – The City Council received Council Memorandum 2009-102 that provided an update to the work being done on the Sanitary and Stormwater Master Plans.
- **June 3, 2010** – The City Council received Council Memorandum 2010-31 that provided an update on when the Stormwater Master Plan Funding Supplement, Sanitary Sewer Master Plan and Water Main Tapping Fee Update would be presented to council.
- **November 1, 2010** – The City Council met in Study Session to discuss the Big Four Projects; Water Infrastructure, Sanitary Sewer Infrastructure, Stormwater Infrastructure and the Police Department Space Needs. The Sanitary Sewer Master Plan discusses the need for rehabilitation of the City's Large Diameter Critical Sewers.
- **January 18, 2011** – The City Council approved resolution R2011-03 authorizing \$166,250 to Bainbridge, Gee, Milanski and Associates, Inc. to prepare the Critical Sewers Facilities Plan for Illinois Environmental Protection Agency (IEPA) approval. IEPA requires a Facility Plan to receive state administered loan program funds.
- **February 7, 2011** – The City Council approved Ordinance 2011-07 amending Chapter 74, Sanitary Sewer System, to provide a \$0.12 per year increase to the sewer rate each year for 5 years beginning on May 1, 2011.
- **May 7, 2012** – The City Council approved resolution R2012-96 authorizing \$390,471 to Bainbridge, Gee, Milanski and Associates, Inc. to Design the Lake Shore Drive Sewer Rehabilitation Project.
- **April 15, 2013** – The City Council approved Ordinance 2013-28 authorizing the City of Decatur to borrow funds from the Water Pollution Control Revolving Loan Fund.
- **April 15, 2013** – The City Council approved resolution R2013-36 authorizing an agreement with Bainbridge, Gee, Milanski and Associates, Inc. for a fee of \$550,000 to provide construction inspection services for the Lake Shore Drive Sewer Rehabilitation Project.
- **April 15, 2013** – The City Council approved resolution R2013-37 exempting the Lake Shore Drive Sewer Rehabilitation project from the hours of construction limitation required by Chapter 48, Section 12 of the City Code.
- **May 20, 2013** – The City Council approved resolution R2013-50 authorizing an agreement with Bainbridge, Gee, Milanski & Associates, Inc. to design the Union Street Sewer Rehabilitation for a fee not to exceed \$198,700.
- **April 21, 2014** – The City Council approved Ordinance 2014-16 authorizing the City of Decatur to borrow funds up to \$2,608,700 from the Water Pollution Control Loan Program to cover engineering and construction costs for the Union Street Sewer Rehabilitation project.

- **April 21, 2014** – The City Council approved resolution R2014-26 authorizing an agreement with Bainbridge, Gee, Milanski & Associates, Inc. for construction engineering and resident inspection services for the Union Street Sewer Rehabilitation project for a fee not to exceed \$204,000.
- **September 2, 2014** – The City Council approved resolution R2014-104 accepting the bid and authorizing a contract with Insituform Technologies USA, LLC for the Union Street Sewer Rehabilitation project contingent upon approval of award and loan offer from the Illinois Environmental Protection Agency. The awarded amount with contingencies was for a fee not to exceed \$2,133,811.09.
- **March 16, 2015** – The City Council approved Resolution R2015-28 authorizing a Professional Engineering Services Agreement between the City of Decatur and Bainbridge, Gee, Milanski, and Associates, Inc. to Design the McKinley / 7th Ward Sewer Rehabilitation Project for a fee not to exceed \$297,000.

Appendix B. Inspection Photos of the 7th Ward Sewer



1. Pipe wall deterioration with reinforcement exposed. East of Oakland south of Eldorado.



2. Area of heavy debris, infiltration and pipe damage. Near Edward / Leafield.



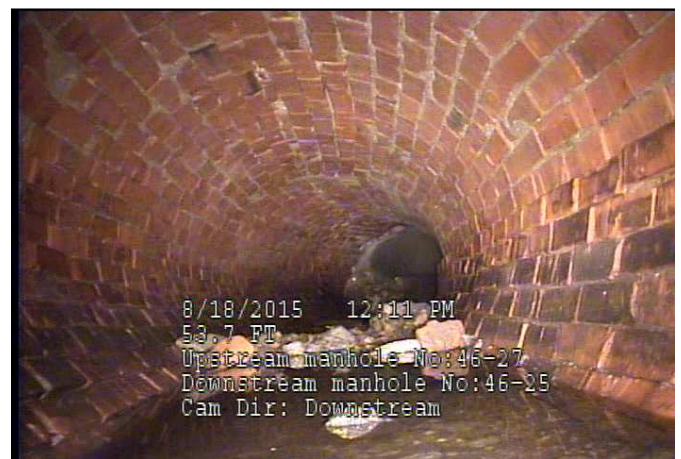
3. Infiltration at a deteriorated joint. Fairview Park.



4. Section of pipe showing a near collapse condition. Fairview Park.

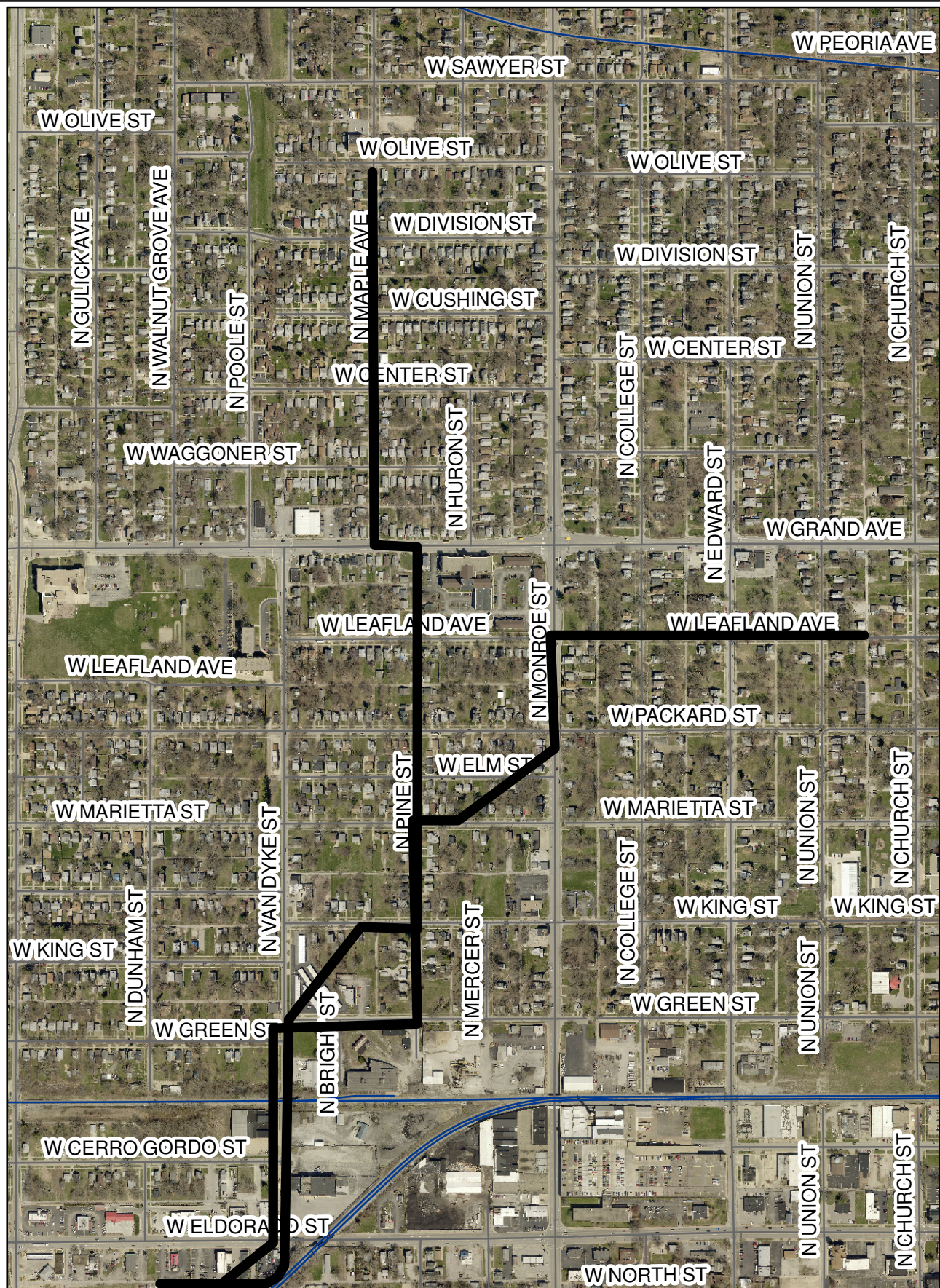


5. Failed section with bricks and backfill visible. Near Pine / Marietta.

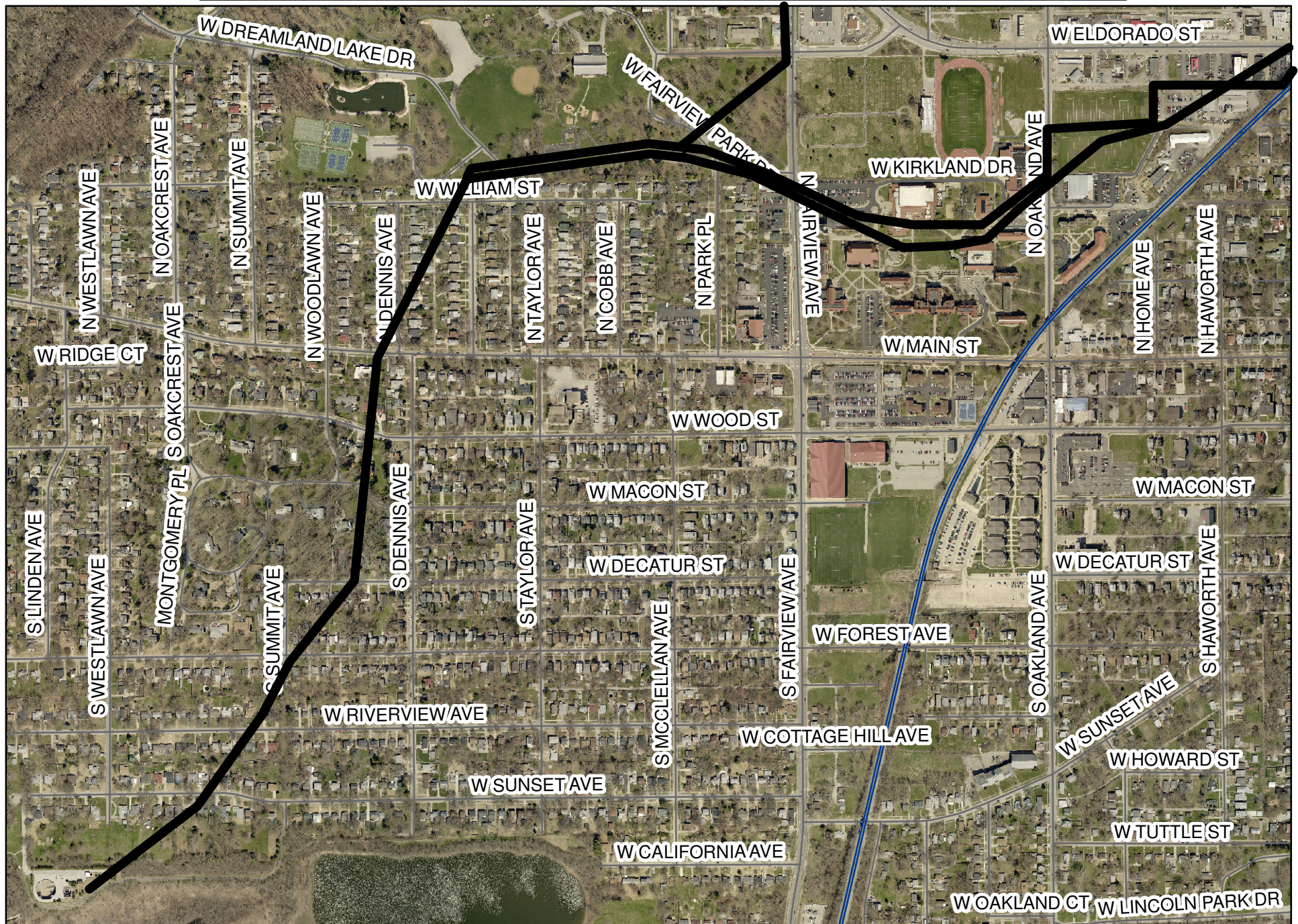


6. Brick section with heavy debris and fallen bricks. Near Fairview / Eldorado.

7th WARD SEWER - NORTH OF ELDORADO STREET



7th WARD SEWER - SOUTH OF ELDORADO STREET



ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE CITY OF DECATUR OF MACON COUNTY,
ILLINOIS TO BORROW FUNDS FROM THE WATER POLLUTION CONTROL
REVOLVING LOAN FUND**

WHEREAS, the CITY of Decatur, Macon County, Illinois, operates its sewerage system ("the System") and in accordance with the provisions of the Art. VII, Sec. 6 of the Illinois Constitution and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively "the Act"); and

WHEREAS, the MAYOR and CITY COUNCIL of the City of Decatur ("the Corporate Authorities") have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following: The rehabilitation of the 7th Ward Sewer, 7th Ward Relief Sewer and Related Structures, L17-5329 together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation ("the Project"), all in accordance with the plans and specifications prepared by the consulting engineers of the City of Decatur, which Project has a useful life of 50 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is Fifteen Million, Two Hundred Ninety Six Thousand, One Hundred and Sixty Dollars (\$15,296,160.00), and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be from City Fund 79, "Sewer Fund" which contains the Sewer User Fees collected by the City payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City of Decatur from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System, and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City of Decatur is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of Fifteen Million, Two Hundred Ninety Six Thousand, One Hundred and Sixty Dollars (\$15,296,160.00) to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the City of Decatur shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City of Decatur and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the Corporate Authorities of the City of Decatur, Macon County, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the City of Decatur to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City of Decatur in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed Fifteen Million, Two Hundred Ninety Six Thousand, One Hundred and Sixty Dollars (\$15,296,160.00).

SECTION 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City of Decatur may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City of Decatur to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF THE CITY OF DECATUR

Repayment of the loan to the Illinois Environmental Protection Agency by the City of Decatur pursuant to this Ordinance is to be solely from the revenue derived from Sewer User Fees collected by the City, and the loan does not constitute an indebtedness of the City of Decatur within the meaning of any constitutional or statutory limitation.

SECTION 5. RESERVE ACCOUNTS

As long as the City of Decatur has outstanding revenue bonds payable from revenues of the system that are senior to the revenue bond authorized by this ordinance, the City of Decatur shall maintain an account, coverage and reserves equivalent to the accounts, coverages and reserves required by the outstanding ordinances.

SECTION 6. APPLICATION FOR LOAN

The City Manager is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

SECTION 7. AUTHORIZATION OF CITY MANAGER OF THE CITY OF DECATUR

The City Manager is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authority may authorize by resolution a person other than City Manager for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan. The loan funds received shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 8. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 9. REPEALER

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this ____ day of _____, 2016.

s/s Julie Moore Wolfe, Mayor

s/s Debra G. Bright, City Clerk

CERTIFICATION

I, Debra G. Bright, do hereby certify that I am the duly elected, qualified and acting Clerk of the City of Decatur, Illinois. I do further certify that the above and foregoing, identified as Ordinance Number _____, is a true, complete and correct copy of an ordinance otherwise identified as An Ordinance Authorizing the City of Decatur, Macon County, Illinois, to Borrow Funds From The Water Pollution Control Loan Program, passed by the City Council of the City of Decatur on the ____ day of _____, 2016, and approved by the Mayor of the City of Decatur on the same said date, the original of which is part of the books and records within my control as Clerk of the City of Decatur.

Dated this _____ day of _____, 2016.

Clerk of the City of Decatur, Illinois

RESOLUTION NO. _____

**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**

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

Section 1. That the Agreement authorizing the Professional Engineering Services for construction engineering and resident inspection services for the 7th Ward Sewer Rehabilitation, City Project 2015-07, presented to the Council herewith between the City of Decatur and Bainbridge, Gee, Milanski & Associates, Inc., be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Bainbridge, Gee, Milanski & Associates, Inc., for a fee not to exceed \$944,000.

PRESENTED and ADOPTED this 6th day of June, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

7th
WAED

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

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

Bainbridge, Gee, Milanski & Associates, Inc., 1670 S. Taylorville Road, Decatur, IL 62521

_____,
("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

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

SECTION I. GENERAL

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

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

SECTION II. BASIC SERVICES

A. BIDDING PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Bidding Phase:

1. Assist in Bidding. Assist the City's Representative in obtaining bids for each separate City contract for construction, materials, equipment and services for the Project.
2. Advise Regarding Contractors and Subcontractors. Consult with and advise the City's Representative as to the acceptability of subcontractors and other persons and organizations proposed by the City's Contractors, ("Contractors"), for those portions of the work as to which such acceptability is required by the bidding documents.
3. Consult Regarding Substitutes. Consult with and advise the City's Representative as to the acceptability of substitute materials and equipment proposed by the Contractors when substitution prior to the award of contracts is allowed by the bidding documents.
4. Distribute Plans and Contract Documents to Bidders. Reproduce sufficient copies of the plans and contract documents and make them available to all prospective bidders. The Consulting Engineer shall create a Plan Holder List by recording the business name, contact person name, address, telephone number, fax number and email address of each of the bidders taking a set of plans and contract documents. The Consulting Engineer shall collect from each of the bidders a payment for the plans equal to the amount of the cost of duplication. The payment from the bidder shall be made to the Consulting Engineer, which shall offset the cost of duplication; said amounts shall not be billed to the City. Alternately, the Consulting Engineer may arrange to have plans and specifications made available to prospective bidders through the services of a plan and specification duplication firm that offers plan distribution services provided that the firm obtains the same bidder information as required of the Consulting Engineer and that no cost for this service be billed to the City.
5. Respond to Questions from Bidders. Receive and respond to questions from prospective bidders during the bidding period. All responses shall be written and shall be provided to all plan holders as listed on the Plan Holder List. Questions received five (5) business days before the bid opening shall be answered. Questions received between four (4) and two (2) business days before the bid opening may be answered provided that a means exists to communicate the answer in writing to all the bidders. Questions received one (1) business day before or on the day of the bid opening shall not be answered. Answers to questions should be distributed to bidders by email, however if a bidder does not have email service the documents may be transmitted by fax.

6. Tabulate and Evaluate Bids, Recommend Award. Prepare and provide to the City's Representative a bid tabulation which shall consist of a listing of all pay items in the contract documents, a listing of the Consulting Engineer's Opinion of Probable Costs, and a listing of the bids for each of the pay items submitted by each of the bidders. The Consulting Engineer shall tabulate the bids on an electronic spreadsheet form provided by the City's Representative. The Consulting Engineer shall assist the City's Representative in evaluating bids or proposals and in assembling and awarding contracts. The Consulting Engineer shall check the bidder's references and performance on prior projects. Based on the Consulting Engineer's evaluation of the bids and the qualifications of the bidders, the Consulting Engineer shall provide to the City's Representative a written recommendation for award of the contract to one of the bidders or recommend other action as may be appropriate. The final selection of the Construction Contractor is the sole responsibility of the City Council.
7. Completion Time. Complete the bidding phase and prepare and submit the recommendation to the City's Representative for the award of the Contract (s) within the time period set forth in Exhibit C, Project Timeline.

B. CONSTRUCTION SURVEY AND LAYOUT PHASE.

The Consulting Engineer or Surveyor shall, after written authorization to proceed with the Construction Survey and Layout Phase:

1. Duties. The Consulting Engineer or Surveyor shall provide horizontal and vertical control line and grade to enable construction of the improvement as depicted in the Project plans. The number of control points to be established by the Consulting Engineer or Surveyor shall be sufficient to permit the construction contractor ("Contractor") to construct the improvement within the construction tolerances established in the Project specifications. In addition, the number of control points shall be consistent with standard engineering practice.
2. Replacement of Lost Control Points. Control points which are lost, damaged, removed or otherwise moved by the Contractor or others shall be promptly replaced by the Consulting Engineer or Surveyor and costs for such replacement shall be computed on a time and materials basis, and reimbursed by the City or its construction contractor.
3. Accuracy. The Consulting Engineer or Surveyor shall provide the horizontal and vertical control points within the same measurement tolerances as the construction tolerances established in the Project specifications. The Consulting Engineer or Surveyor shall be responsible for the accuracy of the control points which are established. The Consulting Engineer or Surveyor shall be responsible for costs which may result from errors by the Consulting Engineer or Surveyor in placement of control points.

The Consulting Engineer or Surveyor shall take all reasonable and customary actions to protect the control points established by the Consulting Engineer or Surveyor.

4. Completion Time. The Construction Survey and Layout Phase shall be completed within the time period set forth in Exhibit C, Project Timeline.

C. CONSTRUCTION INSPECTION PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Construction Inspection Phase:

1. General Duties. The Consulting Engineer shall consult with and advise the City's Representative and act as its representative as provided herein and in the General Conditions of the construction contract for the Project. The primary responsibility of the Consulting Engineer in this phase of the work shall be quality control inspection of the materials, construction methods and techniques to assure that the Contractor builds the project in accordance with the plans and specifications.
2. Construction Inspection and Reporting. The Consulting Engineer shall make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor and to determine in general if such work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the Consulting Engineer shall keep the City's Representative informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents. Formal notification of the progress of work shall be in the form of bi-weekly project progress meetings held between the Consulting Engineer, Contractor and City's Representative. Project schedule updates shall be submitted to the City's Representative in writing.
3. Review of Technical and Procedural Aspects. The Consulting Engineer shall review and approve (or take other appropriate action in respect to Shop Drawings, the results of tests and inspections and other data which each Contractor is required to submit, determine the acceptability of substitute materials and equipment proposed by the Contractor(s), and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s).
4. Contract Documents. The Consulting Engineer shall receive from each Contractor and review for compliance with contract documents all required document submissions including but not limited to Performance and Payment Bonds, certificates of insurance report forms required by any City, State or Federal law or rule or regulation and submit the forms to the City's Representative for final approval.
5. Conferences and Meetings. The Consulting Engineer shall attend meetings with the Contractor, such as pre-construction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of the minutes thereof to the City's Representative.
6. Documentation. The Consulting Engineer shall prepare all documentation and provide the same to meet the requirements defined in the Illinois Department of Transportation Construction Manual and Documentation Guide ("Manual"). The Manual used shall be the most current at the time of inspection. Documentation shall be available for review by the City's Representative at all times. Specifically, the Consulting Engineer shall, in addition the above,
 - a. Prepare Inspector's Daily Reports and Quantity Book as required in the Manual.
 - b. Maintain, at the job site, orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents, including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, the Consulting Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.

- c. Keep a diary or log book, recording the Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures and send copies to the City's Representative.
 - d. Take multiple photographs of the Work and keep a log and file of the photos. The photographs shall be provided to the City's Representative upon demand and at project closeout.
 - e. Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major suppliers of materials and equipment.
7. Reports. The Consulting Engineer shall,
- a. Furnish the City's Representative periodic reports, as required, on progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
 - b. Consult with the City's Representative, in advance of scheduled major tests, inspections, or start of important phases of the Work.
 - c. Draft proposed Change Orders and obtaining back-up material from the Contractor, and make recommendations to the City's Representative regarding Change Orders and Field Orders.
 - d. Report immediately to the City's Representative upon the occurrence of any accident.
8. Contract Interpretation; Review of Quality of Work. The Consulting Engineer shall:
- a. Issue all instructions of the City's Representative to the Contractor(s).
 - b. Issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required, subject to the City's Representative's approval.
 - c. Have authority, as a representative of the City, to require special inspection or testing of the work.
 - d. Act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make decisions on all claims of the Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
9. Prepare Engineer's Pay Estimate. The Consulting Engineer shall, based on the Consulting Engineer's on-site observations as an experienced and qualified design professional and on review of the Inspectors Daily Reports and Quantity Book, determine the amounts owing to the Contractor(s) and prepare an Engineer's Payment Estimate recommending the amount of payment for completed work. Such recommendations of payment shall constitute a representation to the City's Representative, based on such observations and review, that the work has progressed to the point indicated and that to the best of the Consulting Engineer's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due the Contractor(s). The Engineer's Payment Estimate shall be prepared not less than monthly while construction is

proceeding. The pay estimate shall be prepared on a spreadsheet form supplied by the City's Representative at the beginning of this phase of work.

10. Determination of Substantial Completion. The Consulting Engineer shall conduct an inspection to determine if the Project is substantially complete and conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations there under so that the Consulting Engineer may recommend, in writing, final payment to each Contractor and may give written notice to the City's Representative and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).
11. Authority and Responsibility. The Consulting Engineer shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of 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 the Structural Work Act upon the "owner" under that Act and shall not be the "person in control of work" within the meaning of that Act.
12. Consulting Engineer Not Responsible for Acts of Contractor. The Consulting Engineer shall not be responsible for the supervision or control of the acts or omissions or construction means, methods or techniques of any Contractor, or Subcontractor, or any of the Contractor(s)' or Subcontractors' agents or employees or any other person (except the Consulting Engineer's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in this contract shall be construed to release the Consulting Engineer from liability for failure to properly perform duties undertaken by him in these Contract Documents or this Agreement.
13. Preparation of Record Drawings. The Consulting Engineer shall prepare a set of record plans on which shall be noted all changes which may have occurred during construction. The record drawings need not detail changes in measurements, elevation lines or grades which are within the normally accepted construction tolerances. Record drawings may be prepared using AutoCAD or other electronic plan preparation method. Alternately, record drawings may be prepared using manual methods. The plans shall be delivered to the City's Representative in the form of one set of prints and electronic file if record drawings were prepared by electronic methods. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this agreement.
14. Completion Time. The Consulting Engineer shall complete the Construction Inspection Phase within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

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

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

SECTION IV. GENERAL CONSIDERATIONS

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

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

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

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

D. INSURANCE.

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

- c. Name and address of authorized agent executing such certificate.
- d. Description of type of insurance and coverage afforded thereunder.
- e. Insurance policy numbers.
- f. Limits of liability of such policies and date of expiration of policies.
- g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.

7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:

a. Workers' Compensation:

Coverage A: Statutory Limits

Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.

b. General Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

Personal Injury Liability coverage.

c. Automobile Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.

d. Professional Liability: A professional liability errors and omissions policy with limits of one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.

e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.

8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

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

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

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

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

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

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

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

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times 3.0 for services rendered by principals and employees assigned to the Project.

Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct labor costs are set forth in Exhibit H hereto.

- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.05.

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

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

D. PAYMENT FOR WORK COMPLETED

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

E. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this 6th day of June, 2016

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

BAINBRIDGE, GEE, MILANSKI & ASSOCIATES,
INC.

By: H. O. J. P. A.
President

SCOPE OF WORK

IEPA SRF Loan Project Required Conditions

- a. The **ENGINEER** agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the Water Pollution Control Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA the **ENGINEER** acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.
- b. The **ENGINEER** agrees to include paragraphs c. through e. of this clause in all his contracts and all tier subcontracts directly related to project performance which are in excess of \$25,000.
- c. The **ENGINEER** agrees to maintain books, records, documents and other evidence directly pertinent to performance of IEPA loan work under this **AGREEMENT** consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, NY 10019; June 1, 1987). The IEPA or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The **ENGINEER** will provide facilities for such access and inspection. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- d. The **ENGINEER** agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection c. above, to the IEPA. Where the audit concerns the **ENGINEER**, the auditing agency will afford the **ENGINEER** an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- e. Records under subsection c. above shall be maintained and made available during performance on IEPA loan work under this **AGREEMENT** and until 3 years from date of final IEPA loan audit for the project. In addition, those records which relate to any "dispute" appeal under an IEPA loan agreement, or litigation, or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until 3 years after the date of resolution of such appeal, litigation, claim or exception.
- f. The **ENGINEER** warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide

employees. For breach or violation of this warranty, the **OWNER** shall have the right to annul this **AGREEMENT** without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

- g. The **ENGINEER** certifies that the services of anyone that has been debarred or suspended under federal Executive Order 12549 has not or will not be used for planning, design and construction.
- h. The **ENGINEER** shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the engineer to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

EXHIBIT A
Engineering Services Project Budget
 7th Ward Sewer Rehabilitation
 BGM 16-072D
 May 16, 2016

No.	Task Description	Line Budget Labor		Labor Hours										Subsidiaries		Project Direct Costs			
		Hours	Billing Amount	Principal/Project Mgr	Engineer	Land Surveyor	Draftsman	Tech 1	Tech 2	Tech 3	Field Assistant	Clerical	SKS	Dec Blue	Reimbursables	CAAD \$/hr	GPS \$/hr	Vehicle/Day	Printing
1	Project Setup and Kickoff																		
1.1	Initial meetings with City and staff	6	\$ 302.40	4	2														
1.2	BGM staff and project setup	10	\$ 391.94	3	3					1	1	2				1			18
	category sub-total	694.34		7	5					1	1	2							0
2	Bidding																		
2.1	Prepare Files	18	\$ 962.40	16	2														
2.2	Advertisement	2	\$ 110.00												\$ 3,000.00				
2.3	Pre-Bid Conference w/Minutes	18	\$ 962.40	16	2														0
2.4	Addendums	18	\$ 869.08	12	2					2	2					2			0
2.5	Bidding Questions	14	\$ 714.80	10	4														0
2.6	Bid Review	14	\$ 742.40	12	2														0
2.7	Letter of Recommendation	4	\$ 206.20	3	1														0
2.8	Submit bids w/Bidding Review Checklist to IEPA	16	\$ 797.20	10	6														
	Category Sub-Total	5,364.48		81	19					2	2								
3	Construction																		
3.1	Contract Preparation	8	\$ 412.40	6	2											0			0
3.2	Pre-Construction Conference w/Minutes	28	\$ 1,307.20	16	6											0			0
3.3	Construction Contract Administration	132	\$ 651.75.20	106	26											0			0
3.4	Shop Drawing Review	40	\$ 1,889.60	24	8														
3.5	Site Observation	80	\$ 3,848.00	40	40														
3.6	Resident Project Representative	648	\$ 183,504.88													0			3680
3.7	Pay Requests	76	\$ 3,655.60	38	38														
3.8	Change Orders	80	\$ 3,400.00	40															
3.9	Construction Progress Meetings	222	\$ 10,678.20	111	111														
3.10	Meetings with City	72	\$ 3,463.20	36	36														
3.11	Coordination with Contractor	80	\$ 3,848.00	40	40														0
3.12	Contractor's Schedule Review	18	\$ 990.00	18															0
3.13	Loan Disbursement Request	38	\$ 2,090.00	38															0
3.14	Final Inspection	24	\$ 1,009.60	8	8														
3.15	Record Drawings	148	\$ 4,785.20	4	4					60	80					60			
3.16	Project Closeout	56	\$ 2,396.32	24	8					8	16								
	Category sub-total	296,453.40		1479	597					68	4742	1864	0						
	Total Estimated Labor Hours	8870																	
	Direct Labor Costs	\$ 302,517.22		1547	621	0	71	4745	1864			2							
	Direct Labor Multiplier	3.00																	
	Total Labor Costs	\$ 907,536.66																	
	Total Subsidiaries	\$ 27,000.00												\$ 27,000.00					
	Subsidiary Multiplier	1.05																	
	Total Subsidiary Costs	\$ 28,350.00																	
	Total Direct Cost	\$ 8,113.34																	
	Total Project Costs	\$ 944,000.00													\$ 3,000.00	\$ 945.00	\$ 1,600.00	\$ -	\$ 2,181.82
																			\$ 386.52

A-3



CITY OF DECATUR ILLINOIS

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

Notice to Proceed

TO:	Bainbridge, Gee, Milanski & Associates, Inc. 1670 South Taylorville Road, Decatur, IL 62521
City Project Name:	
City Project Number:	
City Project Phase:	

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

The City Representative for this Phase of work is _____.

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

CITY OF DECATUR, IL

BY: _____

(City Engineer)

Dated this _____ day of _____, 20____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

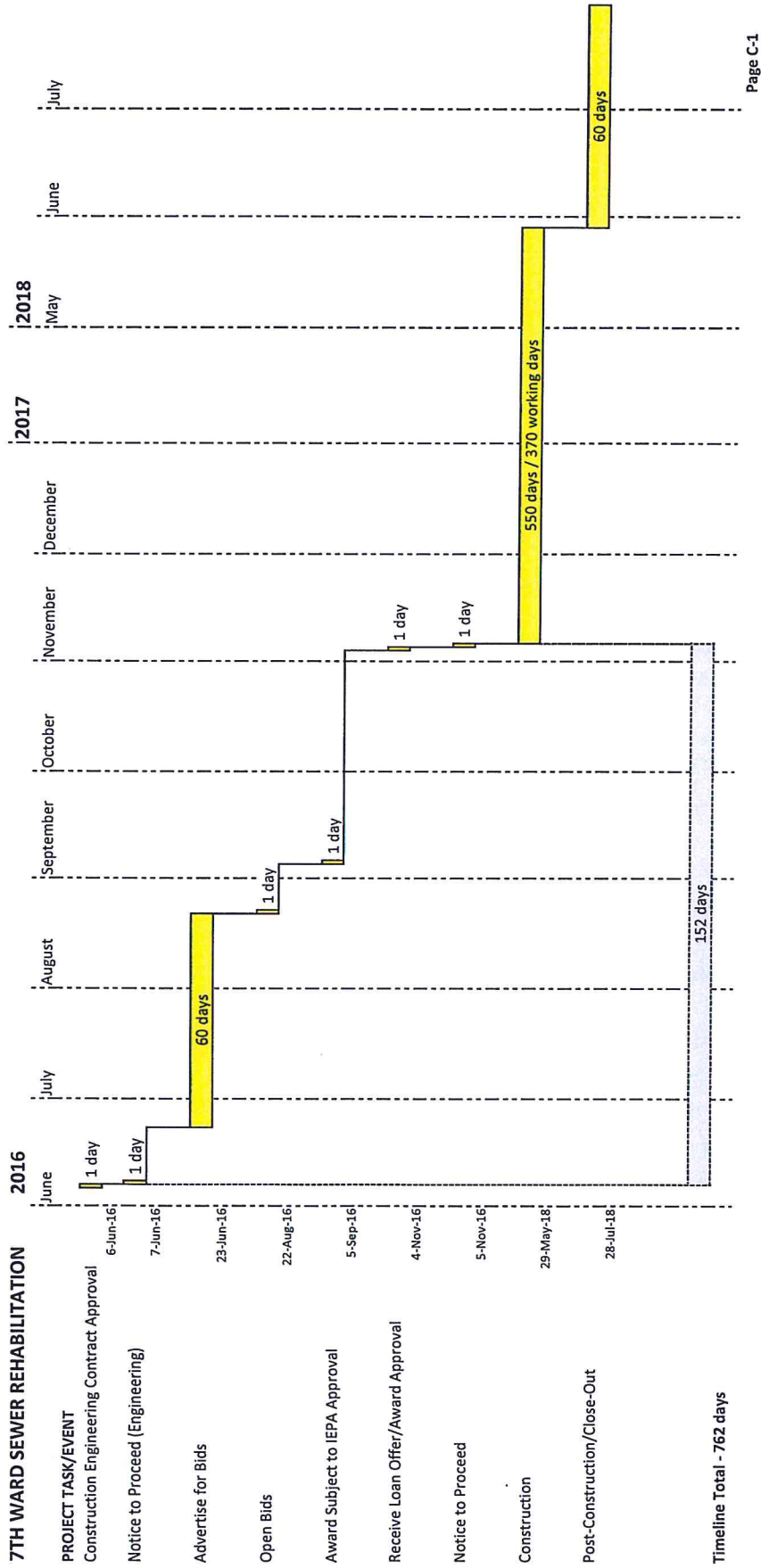
BY: _____

(Signature)

(Title)

Dated this _____ day of _____, 20____.

EXHIBIT C





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

Change Order

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

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

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

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

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

State fully the nature and reason for the change order _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2016

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

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

PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	1-800-527-9049	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: CHARTER OAK FIRE INS CO	25615
		INSURER B: TRAVELERS IND CO	25658
		INSURER C: TRAVELERS CAS & SURETY CO	19038
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 46879453

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			6802748L565	07/09/15	07/09/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			BA2748L332	07/09/15	07/09/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000 ☒ OCCUR ☐ CLAIMS-MADE			CUP6745Y549	07/09/15	07/09/16	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB6745Y353	07/09/15	07/09/16	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Claims Made			105304894	07/09/15	07/09/16	Each Claim 1,000,000 Aggregate 1,000,000

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

Project: 7th Ward Sewer Rehabilitation - Construction
City of Decatur is additional insured on the General Liability policy on a primary and non-contributory basis. City of Decatur is additional insured on the Auto Liability policy.

CERTIFICATE HOLDER

City of Decatur

#1 Gary K Anderson Plaza

Decatur, IL 62523

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

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EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

Exhibit G

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

(NOTE: This Affidavit must be completely filled out and signed by any party doing business with the City. This Affidavit assists the City in making determinations relative to conflict of interests and other laws - if questions contact the City of Decatur Legal Department at 217/424-2807.)

STATE OF ILLINOIS)
) ss.
 COUNTY OF MACON)

SECTION I. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. Bainbridge, Gee, Milanski & Associates, Inc. (Hereinafter "Consulting Engineer") is a:
 Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

Partnership (if a Partnership, complete C)

Limited Liability Corporation (if an LLC, complete C)

Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 37-0982232.

B. CORPORATION

The State of Incorporation is DELAWARE

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
<u>H. David Harp</u> Name	<u>1670 S. Taylorville Road</u> Company Address, Principal Office
<u>784 Jacobs Way</u> Address	<u>Decatur, IL 62521</u> City, State, Zip
<u>Forsyth, IL 62535</u> City, State, Zip	<u>217/423-8600</u> <u>217/423-8677</u> Telephone Facsimile
<u>217/423-8600</u> Telephone	<u>www.bgmengineering.com</u> Website

The corporate officers are as follows:

President: H. David Harp

Vice President: Steven G. Bainbridge

Secretary-Treasurer: Matthew B. Foster

C. PARTNERSHIP OR LLC

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

Name	Home Address & Telephone

Name	Home Address & Telephone

Name	Home Address & Telephone

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

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

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

Check One:

_____ Others Interested in Contract X None

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

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

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

CONSULTING ENGINEER

H. David Harp
Signature

H. David Harp
Printed Name

President
Title

SUBSCRIBED and SWORN to before me this 20th day of May, 2016.

Linda K. Creek
Notary Public

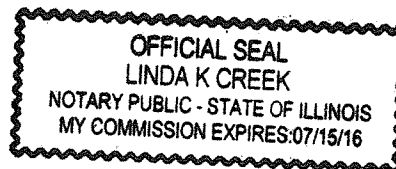


Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER As of the date of this contract.		
Project Name: 7 TH WARD SEWER REHABILITATION		
Consulting Engineer: Bainbridge, Gee, Milanski & Associates, Inc.		
Classification	Minimum	Maximum
Principal	\$55.00	\$55.00
Project Engineer II	\$45.35	\$45.35
Project Engineer I	\$39.00	\$41.20
Land Surveyor	\$38.67	\$42.00
Draftsman	\$33.34	\$33.34
Technician II	\$30.00	\$30.00
Technician I	\$24.67	\$24.67
Field Assistant	\$19.67	\$19.67
Clerical	\$20.00	\$20.00

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project: 7TH WARD SEWER REHABILITATION

(Consulting Engineer Name & Address)

Bainbridge Gee Milanski & Associates, Inc.
1670 South Taylorville Road
Decatur, IL 62521

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

\$944,000.00

Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Contract Multiplier	3.0	3.0	3.0
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier	1.05	1.05	1.05
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Direct Labor Cost		(For City Use)	
Avg. Total Labor Cost			
Percent Complete			

Consulting Engineer's
Signature:

Title:

CITY COUNCIL MEMORANDUM NO. 2016-11

DATE: June 6, 2016

TO: The Honorable Mayor and City Council Members

FROM: Timothy A. Gleason, City Manager
Billy Tyus, Assistant City Manager
Wendy Morthland, Corporation Counsel

SUBJECT: Resolution Authorizing Acceptance of Deed in Lieu of Foreclosure and Subsequent Transfer of Property

SUMMARY RECOMMENDATION: City Staff recommends City Council approval of the acceptance of a deed in lieu of foreclosure and subsequent transfer of property located at 825 N. Lowber Street, Decatur, Illinois.

BACKGROUND: This property consists of a 30 acre parcel that was once home to Wagner Castings and later Internet Foundry. The companies went bankrupt and the property owners have abandoned the property resulting in the City being forced to perform maintenance work on the brush and weeds and liens placed on the property. Criminal activity has also occurred and been addressed by the police department.

A local developer, Black Acre of Decatur, LLC has approached the City with an avenue to redevelopment. Impediments exist, however, to this- primarily a large amount of real estate taxes that have been unpaid since 2009, liens the City has placed on the property and potential environmental concerns. These concerns have caused this property to remain vacant, abandoned and a detriment to this community. The City has worked for many months on a plan with the potential developer, Macon County, ILEPA, USEPA, and most recently Central Illinois Title Company to resolve this very complicated matter.

State statute provides an avenue for addressing the property tax and City lien issues and one the City has used since the early 1990's to transfer properties under our side yard program. The City is able to foreclose on outstanding liens it has or accept a deed in lieu of foreclosure. Once that has been accomplished, the outstanding taxes will be declared null and void. The corporation that owns this property is currently not in good standing and dissolved. The Managers and Members of the corporation, therefore, had to be found which the developer did and they have signed a deed in lieu of foreclosure transferring the property to the City of Decatur in exchange for the extinguishing of the City liens.

Knowing potential environmental issues exist, the City toured the site with the Illinois EPA and United States EPA. This tour led to a partnership to remediate the site utilizing our brownfield site grants. Brownfield sites are properties, "the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or

contaminant.” The ILEPA and USEPA have been extraordinarily helpful in this matter and the City as well as the developer believe that positive steps will be taken to address environmental issues that exist.

The City should be insulated from any environmental liability or risk in this matter as will the developer. USEPA regulations and guidance provides that if a municipality or governmental entity acquires contaminated property involuntarily through foreclosure type actions, it is not liable under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 which is commonly referred to as “CERCLA.” CERCLA establishes a strict liability system for determining who can be held liable for the costs of cleaning up contaminated properties which made many municipalities reluctant to become involved because of concerns about potential liability. As a result, USEPA clarified the regulations of municipal liability to encourage redevelopment of properties.

Units of government which acquire ownership or control of property involuntarily through tax delinquency, abandonment or other circumstances in which title is acquired involuntarily by virtue of its function as sovereign are exempt from the CERCLA definition of “owner or operator” so long as the government did not cause or contribute to the environmental hazards. In addition, the City would have a “third-party” defense to CERCLA liability as a government entity which acquired the property through any involuntary transfer or acquisition. Involuntary acquisition is defined as “any acquisition or transfer in which the government’s interest in, and ultimate ownership of, a specific asset exists only because the conduct of a non-governmental party as in the case of abandonment...gives rise to a statutory or common law right to property on behalf of the government.” The fact that the City is required to take some affirmative action by foreclosing or accepting the deed in lieu of foreclosure does not render the City’s action any less “involuntary” for purposes of CERCLA. USEPA considers the City’s acquisition of this property through tax delinquency foreclosure or abandonment-even if the acquisition requires some affirmative action on our part-to be involuntary.

In addition, the City and the potential developer would be insulated from environmental liability as bona fide prospective purchasers (“BFPP”). In order to qualify as BFPP, all appropriate inquiries must be performed prior to purchase, all disposals of hazardous substances must have occurred prior to acquisition and no affiliation exists with any liable or potentially liable third parties. All of these would apply.

Once the tax situation is resolved with Macon County, the City will immediately transfer the property to Black Acre of Decatur, LLC limiting the time the City will hold title. USEPA has approved an Action Memorandum, authorizing the expenditure of approximately Two Million Dollars in Superfund monies for emergency removal and remedial activities on the property. This work cannot take place until the transfers outlined in the Resolution occur. That work, coupled with the work the developer intends to undertake concurrently and thereafter, will result in the very serious environmental issues at the facility and on the property being addressed expeditiously and in accordance with law. Staff believes this is an opportunity to address one of the largest Brownfields in Decatur. By facilitating the cleanup and redevelopment of this we will improve the health, environment and economic well-being of Decatur.

RESOLUTION NO. R2016-

**RESOLUTION AUTHORIZING ACCEPTANCE OF
DEED IN LIEU OF FORECLOSURE AND
SUBSEQUENT TRANSFER OF PROPERTY
-LOCATED AT 825 NORTH LOWBER STREET, DECATUR, ILLINOIS-**

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

Section 1. That the Transfer to the City of Decatur of property located at 825 North Lowber Street, Decatur, Illinois, by way of a Deed in Lieu of Foreclosure and Estoppel Affidavit be, and the same is hereby approved, subject to the parties mutually resolving any and all title, environmental, and other related issues.

Section 2. That the Transfer by the City of Decatur to Black Acre of Decatur, LLC, by way of Quit Claim Deed be, and the same is hereby approved.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign and execute any Agreement necessary to effectuate the Transfer of the property located at 825 North Lowber Street, Decatur, Illinois, on behalf of the City of Decatur and furthermore, that the City Manager be, and he is hereby, further authorized to cause to be done that which may appear to be appropriate to cause said real estate transfer to be effectuated on behalf of the City.

PRESENTED AND ADOPTED this 6th day of June, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

1 MINTUES OF THE MEETING
2 OF THE
3 TRAFFIC AND PARKING COMMISSION

4
5 Thursday, April 28, 2016, 4:00 p.m.
6 City Council Chambers
7 Third Floor, Civic Center
8

- 9
10 A. The April 28, 2016, meeting of the Traffic and Parking Commission was cancelled at 4:15
11 p.m. due to not enough members being present in the City Council Chambers, Third Floor,
12 Decatur Civic Center, by Matthew Newell, City Engineer.
13
14

	Citizen Members	Attendance	Term Expires		Staff Members	Attendance
	Wick Anderson	15/23	10/1/2016	X	Ed Hurst, Police	2/2
	Nikki Garry	14/17	10/1/2015		Lyle Meador, Fire	20/23
X	John Ninnemann	20/23	10/1/2016	X	Matt Newell, Engineering	23/23
	Jared Broderick	0/1	10/1/2015	X	Joselyn Stewart, Planning	21/23

15
16
17 I, Richard G. Marley, Secretary of the Traffic & Parking Commission, do hereby certify that the
18 foregoing is a true and correct copy of the minutes of the Traffic and Parking Commission
19 meeting of April 28, 2016
20

21
22 
23
24 Richard G. Marley, P.E.
25 Secretary
26 Traffic and Parking Commission

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
April 5, 2016

Pursuant to notice the Civil Service Commission of the City of Decatur met in regular session at 12:07 P.M.

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

The Minutes of the March 4, 2016 regular meeting were presented. Commissioner Donley moved that the February 2, 2016 minutes be approved, seconded by Commissioner Taylor, and upon call of the roll, Commissioners McCoy, Taylor, and Donley voted aye. Acting Secretary Rowcliff declared the motion carried.

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

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

Commissioner McCoy called for New Business:

Personnel Actions

Commissioner Taylor moved that the commendation, oral and written reprimands, suspensions, administrative leave with pay, civil service status requests, leave of requests, consent to remove, request for reinstatement, and probationary termination be received, placed on file, and approved, with the request to test for police patrol officer denied seconded by Commissioner Donley, and upon call of the roll, Commissioners, McCoy, Donley, and Taylor voted aye. Acting Secretary Rowcliff declared the motion carried.

Authorization Request to Approve Job Announcement & Establish Promotional Register for Lead Fleet Mechanic, Commissioner Taylor moved that the Authorization Request be received, placed on file, and approved, seconded by Commissioner Donley, and

upon call of the roll, Commissioners Donley, McCoy, and Taylor voted aye. Acting Secretary Rowcliff declared the motion carried.

Authorization Request to Approve Job Announcement & Establish Eligible Register for Service Worker, Commissioner Donley moved that the Authorization Request be received, placed on file, and approved, seconded by Commissioner Taylor, and upon call of the roll, Commissioners Donley, McCoy, and Taylor voted aye. Acting Secretary Rowcliff declared the motion carried.

Authorization Request to Approve Job Announcement for Library Assistant (Full-time) Internal, Commissioner Taylor moved that the Authorization Request be received, placed on file, and approved, seconded by Commissioner Donley, and upon call of the roll, Commissioners Donley, McCoy, and Taylor voted aye. Acting Secretary Rowcliff declared the motion carried.

Authorization Request to Approve Job Announcement & Establish Promotional Register for Crew Chief, Commissioner Donley moved that the Authorization Request be received, placed on file, and approved, seconded by Commissioner Taylor, and upon call of the roll, Commissioners Donley, McCoy, and Taylor voted aye. Acting Secretary Rowcliff declared the motion carried.

There being no further business, Commissioner Donley moved to adjourn the meeting, seconded by Commissioner Taylor, and upon call of the roll, Commissioners Taylor, Donley, and McCoy voted aye. Acting Secretary Rowcliff declared the meeting adjourned at 12:31 P.M.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Melissa O. Rowcliff".

Melissa Rowcliff
Acting Secretary

Development Services

DATE: 5/27/2016

MEMO: No. 16-16

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT:
Preliminary and Final Plats-Mountain Harbor/Mueller Heights 200-300 Blocks Mueller Court

SUMMARY RECOMMENDATION:

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)

The City Plan Commission voted 6-0 to recommend approval of these plats at the May 5, 2016 meeting; the minutes of the meeting are attached.

BACKGROUND:

The subject site is approximately 19.32 acres and is currently developed with infrastructure.

In August of 2006, the City Council unanimously approved the Final Plat of Mueller Heights.

In February of 2009, the City Council voted unanimously to approve 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 residential units.

In March 2009, the City Council unanimously approved the 19 Lot Final Plat of Mueller Heights 2nd Addition which was redesigned to accommodate the approved PD Planned Development District that was approved by Council in February of 2009.

The subject site has reverted to R-3 Single Family Residence District as no residential units

were constructed within two (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 for 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.

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

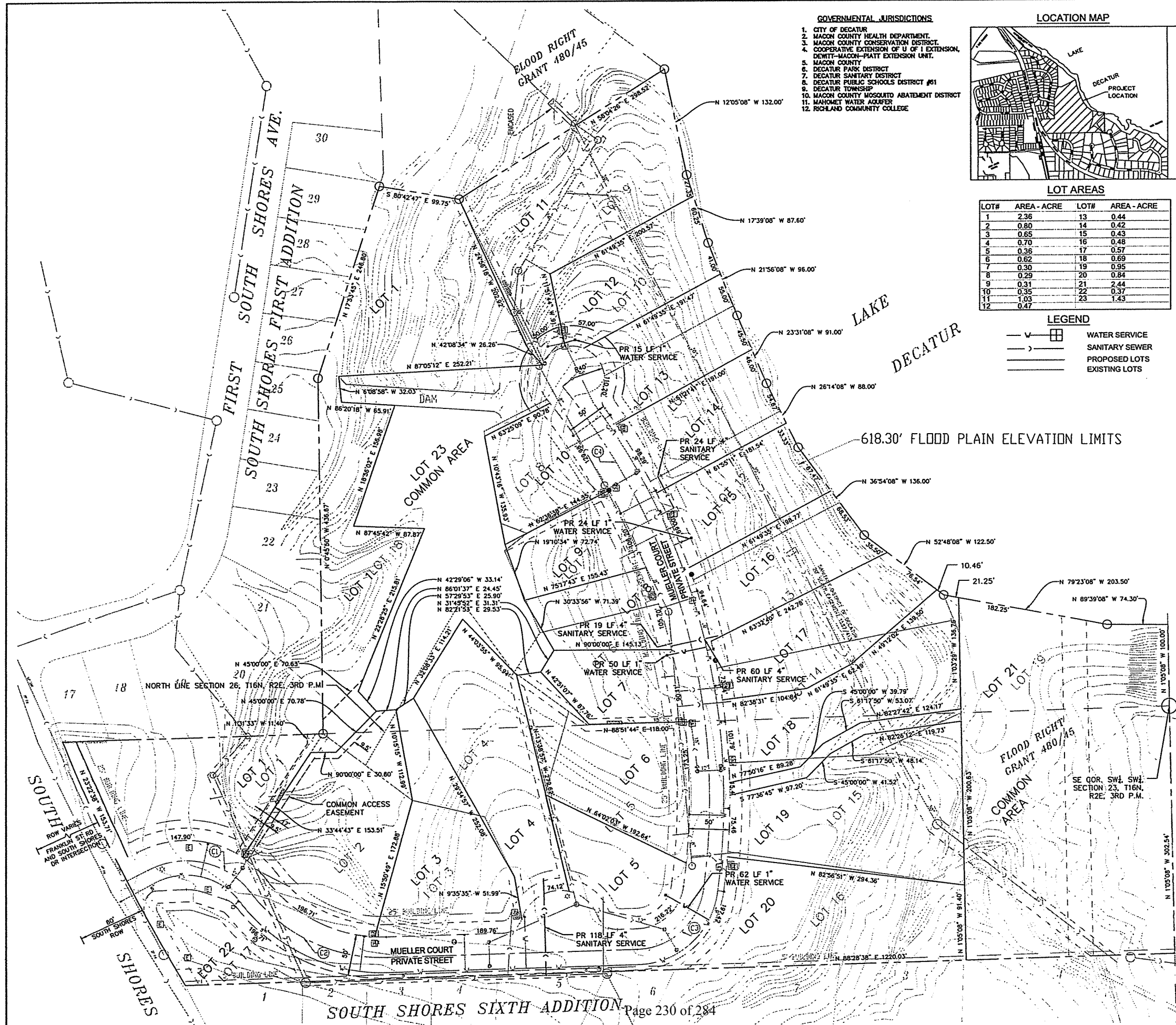
INPUT FROM OTHER SOURCES:
The Preliminary and Final Plats have been approved by the City’s Technical Review Committee; Planning, Engineering and Fire.

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

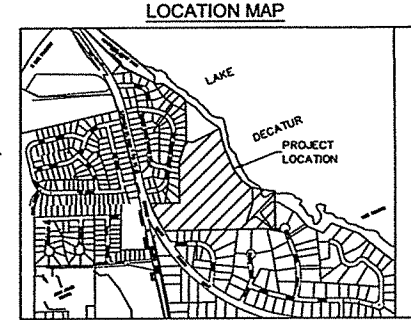
BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Preliminary & Final Plats	Cover Memo
Supporting Documentation	Cover Memo



- GOVERNMENTAL JURISDICTIONS
1. CITY OF DECATUR
 2. MACON COUNTY HEALTH DEPARTMENT
 3. MACON COUNTY CONSERVATION DISTRICT
 4. COOPERATIVE EXTENSION OF U OF I EXTENSION, DEWITT-MACON-PLATT EXTENSION UNIT
 5. MACON COUNTY
 6. DECATUR PARK DISTRICT
 7. DECATUR SANITARY DISTRICT
 8. DECATUR PUBLIC SCHOOLS DISTRICT #61
 9. DECATUR TOWNSHIP
 10. MACON COUNTY MOSQUITO ABATEMENT DISTRICT
 11. MAHOMET WATER ACQUFER
 12. RICHLAND COMMUNITY COLLEGE



LOT AREAS

LOT#	AREA - ACRE	LOT#	AREA - ACRE
1	2.36	13	0.44
2	0.80	14	0.42
3	0.65	15	0.43
4	0.70	16	0.48
5	0.36	17	0.57
6	0.62	18	0.69
7	0.30	19	0.95
8	0.29	20	0.84
9	0.31	21	2.44
10	0.35	22	0.37
11	1.03	23	1.43
12	0.47		

- LEGEND
- WATER SERVICE
 - SANITARY SEWER
 - PROPOSED LOTS
 - EXISTING LOTS

PRELIMINARY PLAT MOUNTAIN HARBOR

DEVELOPER
CAPITAL CREEK INVESTMENTS, LP

DRAINAGE STATEMENT

WE, THE UNDERSIGNED RESPECTIVELY A REGISTERED PROFESSIONAL ENGINEER AND THE OWNER OR OWNERS OF THE LAND SUBMITTED HEREBY, OR THE DULY AUTHORIZED ATTORNEY OF SUCH OWNER OR OWNERS, STATE THAT, TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF THE SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE IS CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER OR SUBDIVIDERS HAVE A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH THE GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

OWNER: *Capital Creek Investments, LP*

OWNER: *Mary E. Cave*
ILLINOIS REGISTERED PROFESSIONAL ENGINEER
NO. 062-060331

STATE OF ILLINOIS
MARY E. CAVE
062-060331
EXP. 11/30/17

- NOTES
1. IRON PINS (30" LENGTH x 1/2" DIAMETER) ARE SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
 2. ALL EASEMENTS ARE FOR DRAINAGE & PUBLIC UTILITIES UNLESS OTHERWISE DESIGNATED.
 3. A PART OF THIS PROPERTY COVERED BY THIS PLAT OR SUBDIVISION IS WITHIN 500 FEET OF A SURFACE DRAIN OR WATERCOURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.
 4. ALL OF THIS SUBDIVISION IS WITHIN THE CORPORATE LIMITS OF DECATUR, IL.
 5. THE PROPERTY IS ZONED R-3.
 6. MACON COUNTY P.L.H. =
04-12-26-101-024
04-12-26-101-025
04-12-26-101-026
04-12-26-101-027
04-12-26-101-028
04-12-26-101-029
04-12-26-101-030
04-12-26-101-031
04-12-26-101-032
04-12-23-353-041
04-12-23-353-042
04-12-23-353-043
04-12-23-353-044
04-12-23-353-045
04-12-23-353-046
04-12-23-353-047
04-12-23-353-048
04-12-23-353-049
04-12-23-353-050
 7. BEARINGS SHOWN ON THIS PLAT ARE ASSUMED.
 8. TOTAL ACRES = 19.32
 9. ALL AREAS ARE MORE OR LESS.
 10. BUILDING SETBACKS
R-3 FRONT YARD - 25 FEET
REAR YARD - 12 FEET
SIDE YARD - 5 FEET
 11. NO BUILDINGS MAY BE CONSTRUCTED IN THE DESIGNATED FLOODPLAIN AREAS. ALL BUILDINGS MUST CONFORM TO CITY OF DECATUR ORDINANCES.
 12. A PART OF THIS PROPERTY IS IN A 100 YEAR FLOOD PLAIN AREA AS PER FEMA REPORT 17115C0305G DATED JUNE 16, 2011 FOR MACON COUNTY, ILLINOIS.
 13. 1451.63 LF (1.87 AC) OF PRIVATE ROADWAY LOCATED WITHIN THE SUBDIVISION.

EROSION CONTROL STATEMENT

THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR CONTROLLING ALL SILTATION AND EROSION OF THE PROJECT AREA. THE CONTRACTOR SHALL REFERENCE THE PROPOSED CONSTRUCTION PLANS AND FOLLOW ALL LOCAL AND STATE GUIDELINES TO CONTROL POSSIBLE EROSION MAINTAINED UNTIL THE COMPLETION OF THE PROJECT.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MACON)
I, TIMOTHY W. BURCH, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3235, HEREBY CERTIFY THAT AT THE FOLLOWING DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION AND THE PLAT DRAWN HEREON IS A CORRECT REPRESENTATION OF SAID SURVEY MORE PARTICULARLY DESCRIBED AS FOLLOWS:
A RESUBDIVISION OF LOTS 1-19 OF MUELLER HEIGHTS 2ND ADDITION AS PER PLAT RECORDED IN BOOK 5000, PAGE 60 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY
GIVEN UNDER MY HAND AND SEALED AT DECATUR, ILLINOIS, THIS 5TH DAY OF MAY 2018

DECATUR, ILLINOIS
CHASTAIN & ASSOCIATES LLC
BY: *Timothy W. Burch*
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3235
MY LICENSE EXPIRES 11/30/2018

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

DATE: _____
PLAN COMMISSION CHAIRMAN: _____
MAYOR: _____
CITY CLERK: _____



CHASTAIN & ASSOCIATES LLC
1111 S. FRANKLIN ST. RD.
DECATUR, IL 60152
PHONE: (317) 432-8544
FAX: (317) 432-0398
WWW.HLGLP.COM

PRELIMINARY PLAT
MOUNTAIN HARBOR
2036 S FRANKLIN ST RD
DECATUR, IL

SHEET NO.
PP-1
PROJECT NO.
6354

FINAL PLAT
MOUNTAIN HARBOR

DEVELOPER
CAPITAL CREEK INVESTMENTS, LP

DRAINAGE STATEMENT

WE, THE UNDERSIGNED RESPECTIVELY A REGISTERED PROFESSIONAL ENGINEER AND THE OWNER OR OWNERS OF THE LAND SUBDIVIDED HEREIN, OR THE DULY AUTHORIZED ATTORNEY OF SUCH OWNER OR OWNERS, STATE THAT, TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF THE SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE IS CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER OR SUBDIVIDERS HAVE A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH THE GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

LRB
OWNER

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



NOTES

- IRON PINS (30" LENGTH x 1/2" DIAMETER) ARE SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
- ALL EASEMENTS ARE FOR DRAINAGE & PUBLIC UTILITIES UNLESS OTHERWISE DESIGNATED.
- A PART OF THIS PROPERTY COVERED BY THIS PLAT OR SUBDIVISION IS WITHIN 500 FEET OF A SURFACE DRAIN OR WATERCOURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.
- ALL OF THIS SUBDIVISION IS WITHIN THE CORPORATE LIMITS OF DECATUR, IL.
- THE PROPERTY IS ZONED R-3.

MACON COUNTY P.L.N. =

- 04-12-26-101-024
- 04-12-26-101-025
- 04-12-26-101-026
- 04-12-26-101-027
- 04-12-26-101-028
- 04-12-26-101-029
- 04-12-26-101-030
- 04-12-26-101-031
- 04-12-26-101-032
- 04-12-23-353-041
- 04-12-23-353-042
- 04-12-23-353-043
- 04-12-23-353-044
- 04-12-23-353-045
- 04-12-23-353-046
- 04-12-23-353-047
- 04-12-23-353-048
- 04-12-23-353-049
- 04-12-23-353-050

- BEARINGS SHOWN ON THIS PLAT ARE ASSUMED.
- TOTAL ACRES = 19.32
- ALL AREAS ARE MORE OR LESS.
- BUILDING SETBACKS:
 - R-3 FRONT YARD - 25 FEET
 - REAR YARD - 12 FEET
 - SIDE YARD - 5 FEET
- NO BUILDINGS MAY BE CONSTRUCTED IN THE DESIGNATED FLOODPLAIN AREAS. ALL BUILDINGS MUST CONFORM TO CITY OF DECATUR ORDINANCES.
- A PART OF THIS PROPERTY IS IN A 100 YEAR FLOOD PLAIN AREA AS PER FEMA REPORT 17115C03050 DATED JUNE 10, 2011 FOR MACON COUNTY, ILLINOIS.
- 1451.63 LF (1.67 AC) OF PRIVATE ROADWAY LOCATED WITHIN THE SUBDIVISION.

EROSION CONTROL STATEMENT

THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR CONTROLLING ALL SILTATION AND EROSION OF THE PROJECT AREA. THE CONTRACTOR SHALL REFERENCE THE PROPOSED CONSTRUCTION PLANS AND FOLLOW ALL LOCAL AND STATE GUIDELINES TO CONTROL POSSIBLE EROSION MAINTAINED UNTIL THE COMPLETION OF THE PROJECT.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MACON)
I, TIMOTHY W. BURCH, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3235, HEREBY CERTIFY THAT AT THE FOLLOWING DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION AND THE PLAT DRAWN HEREON IS A CORRECT REPRESENTATION OF SAID SURVEY MORE PARTICULARLY DESCRIBED AS FOLLOWS:
A RESUBDIVISION OF LOTS 1-10 OF MUELLER HEIGHTS 2ND ADDITION AS PER PLAT RECORDED IN BOOK 5000, PAGE 80 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY
GIVEN UNDER MY HAND AND SEALED AT DECATUR, ILLINOIS, THIS 5TH DAY OF MAY 2016

DECATUR, ILLINOIS
CHASTAIN & ASSOCIATES LLC
BY: *Timothy W. Burch*
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3235
MY LICENSE EXPIRES 11/30/2018

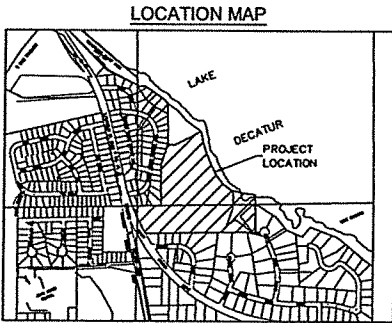
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

DATE: _____

PLAN COMMISSION CHAIRMAN _____

MAYOR _____

CITY CLERK _____

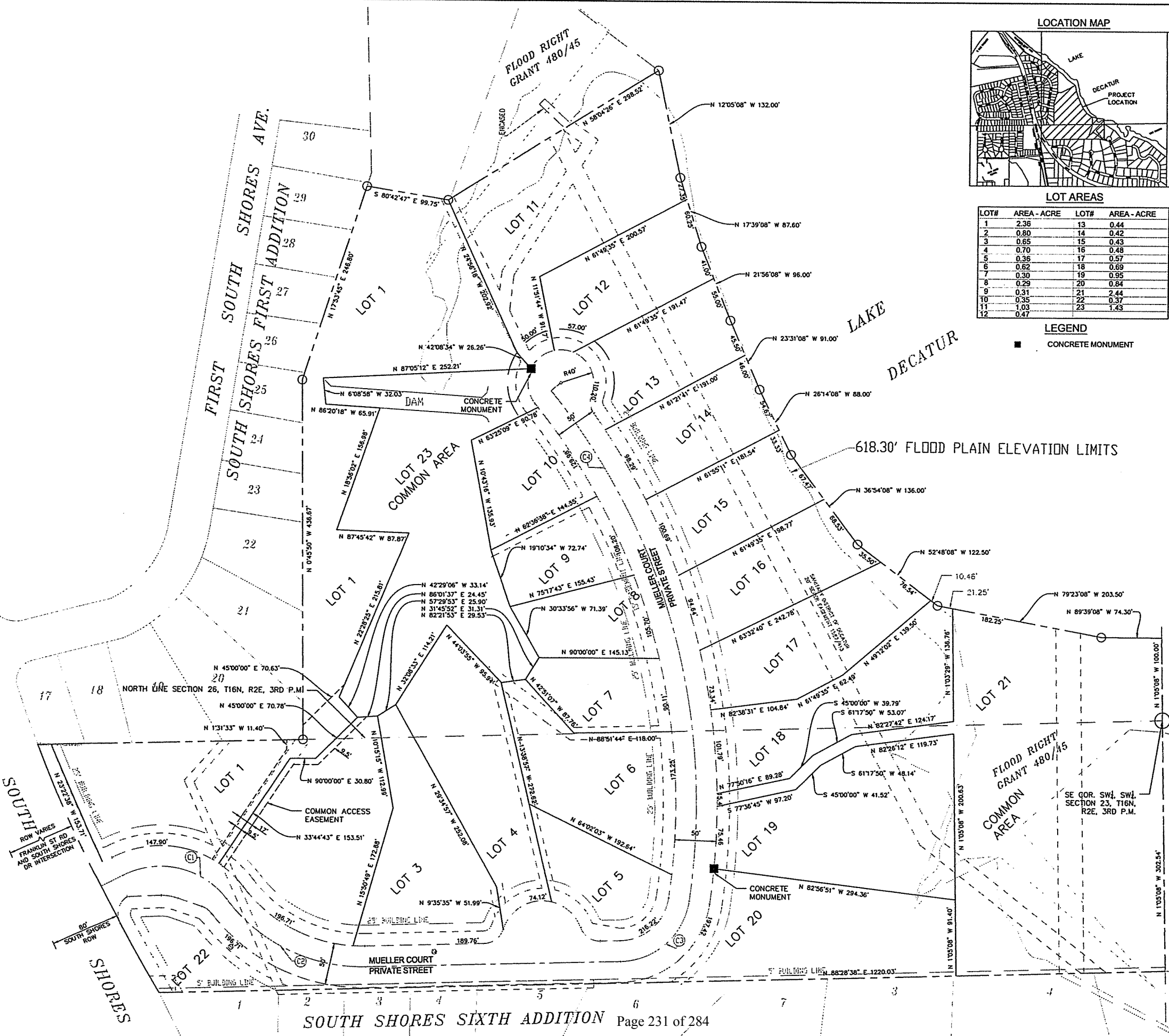


LOT AREAS

LOT#	AREA - ACRE	LOT#	AREA - ACRE
1	2.36	13	0.44
2	0.80	14	0.42
3	0.65	15	0.43
4	0.70	16	0.48
5	0.36	17	0.57
6	0.62	18	0.69
7	0.30	19	0.95
8	0.29	20	0.84
9	0.31	21	2.44
10	0.35	22	0.37
11	1.03	23	1.43
12	0.47		

LEGEND

CONCRETE MONUMENT



514 COUNTY CLUB RD
STATE ST. DECATUR, IL 62521
PHONE: (317) 432-4544
FAX: (317) 432-0398
WWW.MCLP.COM

CHASTAIN & ASSOCIATES LLC
REGISTERED PROFESSIONAL ENGINEER
REGISTERED LAND SURVEYOR
DECATUR, ILLINOIS

3235
PROFESSIONAL
LAND
SURVEYOR
STATE OF
ILLINOIS
EXP. 11/30/17

FINAL PLAT
MOUNTAIN HARBOR
2056 S FRANKLIN ST RD
DECATUR, IL

Sheet no.
FP-1
Project no.
6354

STAFF REPORT
Decatur City Plan Commission

COMMON NAME: Mueller Heights

GENERAL INFORMATION

Hearing Date May 5, 2016
Calendar No. 16-10
Property Location 200-300 Blocks of Mueller Court
Requested Action Preliminary and Final Plats
Petitioner Capital Creek Investments, LP
Representative Mary Cave

LAND USE AND ZONING

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Developed with Infrastructure	R-3	Low Density Residential
North	Single Family Residence, Lake	R-3, Lake	Low Density Residential
South	Single Family Residence	R-3	Low Density Residential
East	Single Family Residence, Lake	R-3, Lake	Low Density Residential
West	Single Family Residence	R-3	Low Density Residential

BACKGROUND

1. The subject site is approximately 19.32 acres and is currently developed with infrastructure.
2. 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.
3. 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.
4. 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.
5. The subject site has reverted back 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.

PROJECT DESCRIPTION

1. 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.
2. 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.

STAFF ANALYSIS

1. The reconfiguration of the lots is with the intent of the original plats and are consistent with the requirements of the R-3 Single Family Residence District.
2. 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 RECOMMENDATION

1. Staff recommends approval of the Preliminary and Final Plats with the following condition:
 - a. 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)

PLAN COMMISSION ACTION

1. 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.

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
3. Final Plat

Excerpts from Plan Commission Meeting of May 5, 2016:

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.

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.

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

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.

Decatur City Plan Commission

200-300 Blocks Mueller Court



Cal. No.: 16-10
Date: May 5, 2016
Petition of: Capital Creek Investments, LP
Requested Action: Preliminary and Final Plats
Mountain Harbor

0 250 500 1,000
Feet



Legend

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

City Clerk

DATE: 5/13/2016

MEMO: 2010-11

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Regarding Temporary Closing of State Rights-of-Way - Community Events

SUMMARY RECOMMENDATION: City Council is asked to approve the attached Resolution regarding Temporary Closing of State Rights-of-Way for the Rodney T. Miller Lakeside Triathlon.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Supporting Documentation	Backup Material
Maps	Backup Material

RESOLUTION NO. R2016-__

**RESOLUTION REGARDING TEMPORARY CLOSING
OF STATE RIGHTS-OF-WAY
-COMMUNITY EVENTS-**

WHEREAS, the City of Decatur sponsors parades, road races, festivals and other such events which constitute a public purpose; and,

WHEREAS, many of these events are held on State rights-of-way which will require the temporary closure of said highways; and,

WHEREAS, Section 4-408 of the Illinois Highway Code, 605 ILCS 5/1-101 et seq., authorizes the State of Illinois Department of Transportation (IDOT) to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

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

Section 1. That the following parades or community events listed herein are conducted annually and have been approved by the Chief of Police in accordance with applicable ordinances of the City, and said requests have or will be granted, and furthermore, the Chief is hereby authorized and directed to forward to IDOT a request to close the effected portion of State highways, subject to the provisions of this Resolution:

Saturday, July 9, 2016
Sunday, July 10, 2016

Rodney T. Miller Kid's Triathlon
Rodney T. Miller Adult Triathlon

Section 2. (A) That traffic from the closed portion of highway shall be detoured over routes with an all weather surface that can accept that anticipated traffic, which will be maintained to the satisfaction of IDOT and which are conspicuously marked for the benefit of traffic diverted from the State Highway, except as provided in subsections B and C hereof.

(B) That when a marked detour is not provided, police officers or authorized flaggers shall, at the expense of the City of Decatur, be positioned at each end of the closed section of roadway and at other points as may be necessary to assist in directing traffic through the temporary detour.

(C) That when a state right-of-way is closed for more than 15 minutes, police officers at the expense of the City of Decatur shall stop traffic for periods not exceeding 15 minutes, and, occasional breaks shall be made in the procession so that traffic may pass through.

Section 3. That the City of Decatur assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect.

Section 4. That all debris shall be removed by the City of Decatur prior to reopening the State Highway.

Section 5. That the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

Section 6. That the City of Decatur hereby agrees to provide IDOT with a Certificate of Insurance, assume all liabilities, and pay all claims for any damage which shall be occasioned by the closing described above and to hold harmless the State of Illinois from all claims arising from the road closings.

Section 7. That the Chief of Police shall submit a community event road closing request to IDOT approximately ten (10) days prior to said closure, along with a description of the parade and detour routes, and that all emergency agencies be notified of the proposed road closure.

Section 8. That a copy of this Resolution be forwarded to IDOT to serve as authorization for the Chief of Police to request highway closures for said community events.

PRESENTED and ADOPTED this 6th day of June, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Rodney T. Miller Lakeside Triathlon, hereafter referred to as the "sponsoring agency", for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property, Nelson Park, for the Rodney T. Miller Lakeside Triathlon on the following date and time:

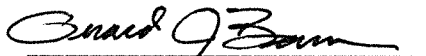
Saturday, July 9, 2016 and Sunday, July 10, 2016

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

Furthermore, the sponsoring agency agrees to provide the City of Decatur evidence of third party liability insurance coverage for the event in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, for property damage, and personal and bodily injury, including death.

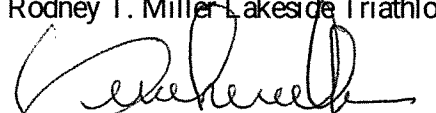
If a temporary liquor license is granted for this event, evidence of liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence and aggregate must also be provided. The City of Decatur, Illinois, must be named as additional insured on both policies for the duration of the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

For City of Decatur, Illinois:


Authorized Representative

04/25/2016
Date

For Sponsoring Agency:
Rodney T. Miller Lakeside Triathlon


Authorized Representative

4.20.16
Date

Rodney T. Miller Lakeside Triathlon Kids Race

Closed course duathlon/triathlon: 10-14 yrs: 250 yd lake swim/3.4 mi bike/1 mi run; 9-14 yrs duathlon: 1 mi run/3.4 mi bike/1 mi run; 5-8 yrs duathlon: .5 mi run/1.5 mi bike/.5 mi run



 Kids Swim 0.1 mi

 Kids 9-14 Bike 3.2 mi

 Kids 9-14 Run 1.0 mi

 Kids 5-8 Run 0.5 mi

 Kids 5-8 Bike 1.5 mi

Transition Area 0.1 mi GPX

Transition In: 0.0 mi **GPX**

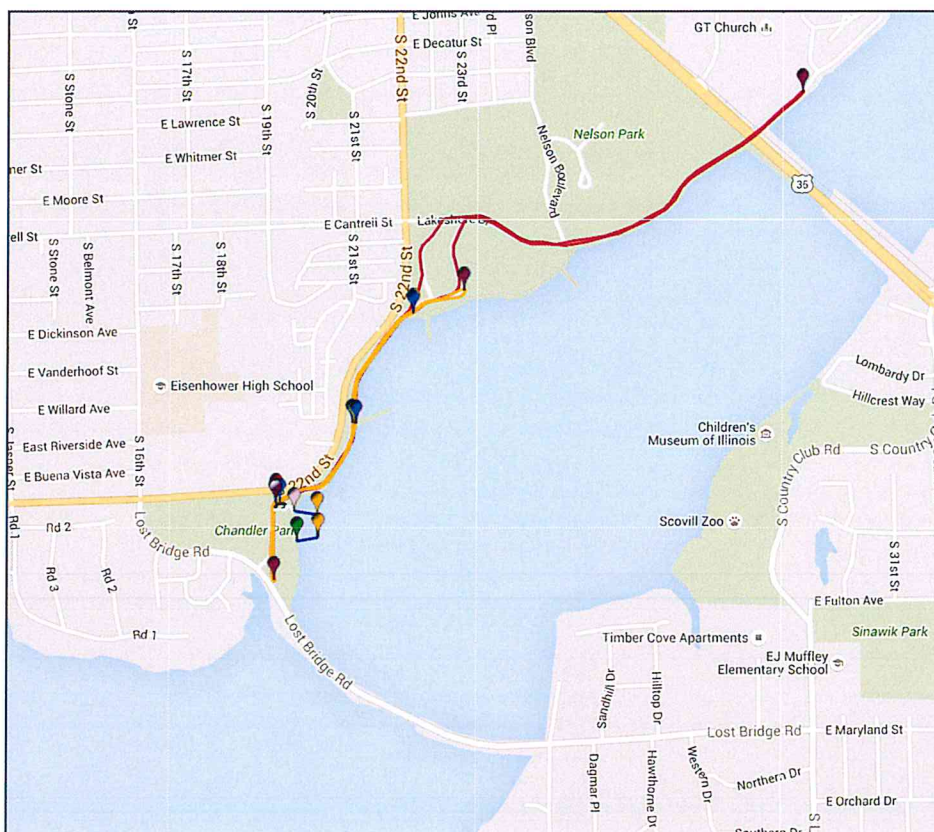
Transition In:

Swim 0.0 min 9.7 km/h

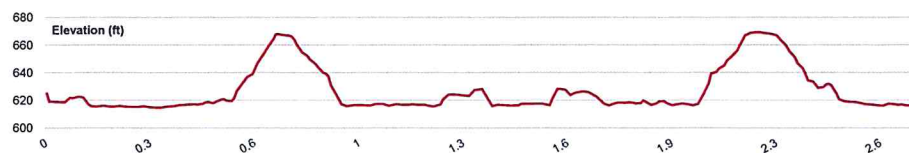
Google Earth kml ☐ distance markers

Move your mouse around and click - things will happen!

© 2011 One Million Revolutions



Google





Rodney T. Miller Lakeside Triathlon

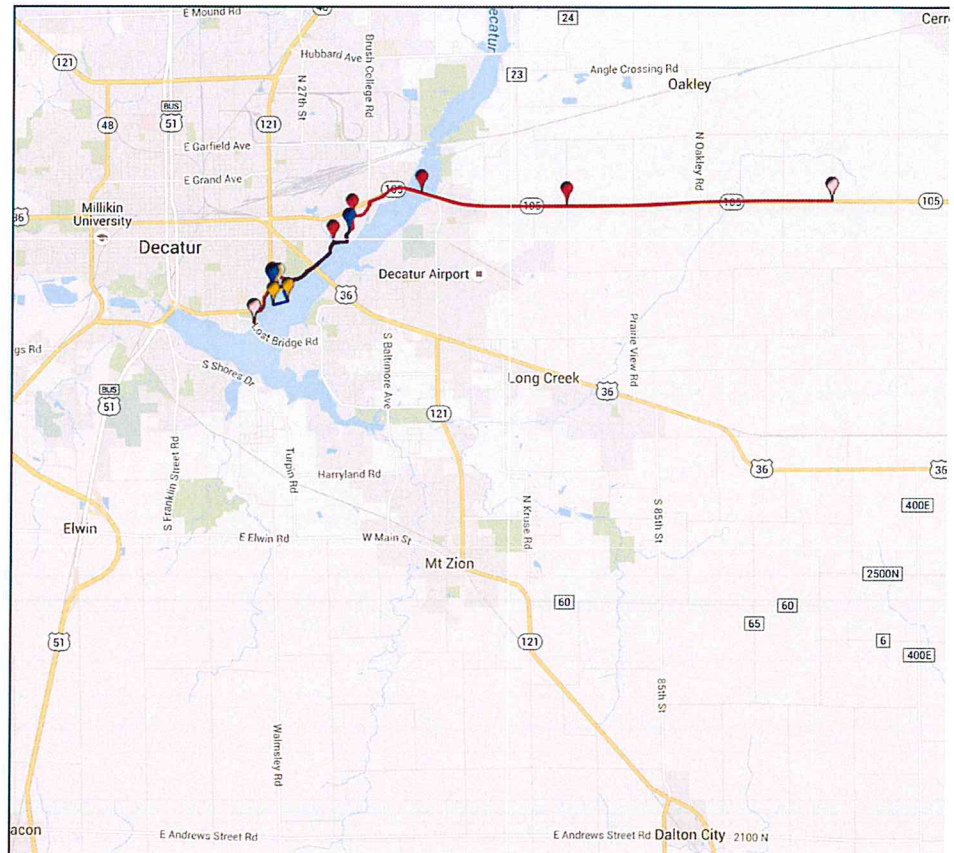
INTERMEDIATE and SPRINT distance triathlon;
 DUATHLON: INTERMEDIATE: .75mi open water swim,
 19mi out-and-back on the bike, 4.5mi out-and-back
 run / SPRINT: 425 yd swim, 19 mi out-and-back bike,
 5k run / DUATHLON: 1.4 mi opening run, 19 mi out-
 and-back bike, 5k run

- | | | | |
|--|----------------------------|---------|--|
| | Turn Buoy | | |
| | Medical Aid Stations | | |
| | Transition IN | | |
| | Turns | | |
| | Water Stations | | |
| | MABIS Medical Tent | | |
| | Transition OUT | | |
| | FINISH LINE | | |
| | Swim Course (Intermediate) | 0.7 mi | |
| | Swim Course (Sprint) | 0.2 mi | |
| | Bike Course (both races) | 19.0 mi | |
| | Run Course (Intermediate) | 4.5 mi | |
| | Run Course (Sprint) | 3.2 mi | |
| | Transition Area | 0.1 mi | |
| | Swim out to transition | 0.1 mi | |
| | Duathlon Opening Run | 1.4 mi | |

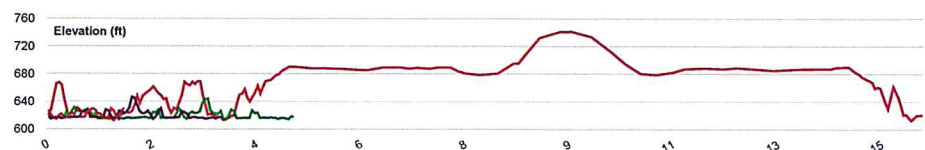
Google Earth kml ☐ distance markers

Move your mouse around and click - things will happen!

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Google



City Clerk

DATE: 5/25/2016

MEMO: 2016-13

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Regarding Temporary Closing of State Right-of-Way - Community Events

SUMMARY RECOMMENDATION: City Council is asked to approve the attached Resolution regarding Temporary Closing of State Rights-of-Way for the 2016 Firecracker Road Run.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Supporting Documentation	Backup Material

RESOLUTION NO. R2016-_____

**RESOLUTION REGARDING TEMPORARY CLOSING
OF STATE RIGHTS-OF-WAY
-COMMUNITY EVENTS-**

WHEREAS, the City of Decatur sponsors parades, road races, festivals and other such events which constitute a public purpose; and,

WHEREAS, many of these events are held on State rights-of-way which will require the temporary closure of said highways; and,

WHEREAS, Section 4-408 of the Illinois Highway Code, 605 ILCS 5/1-101 et seq., authorizes the State of Illinois Department of Transportation (IDOT) to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

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

Section 1. That the following parades or community events listed herein are conducted annually and have been approved by the Chief of Police in accordance with applicable ordinances of the City, and said requests have or will be granted, and furthermore, the Chief is hereby authorized and directed to forward to IDOT a request to close the effected portion of State highways, subject to the provisions of this Resolution:

Monday, July 4, 2016

2016 Firecracker Road Run

Section 2. (A) That traffic from the closed portion of highway shall be detoured over routes with an all weather surface that can accept that anticipated traffic, which will be maintained to the satisfaction of IDOT and which are conspicuously marked for the benefit of traffic diverted from the State Highway, except as provided in subsections B and C hereof.

(B) That when a marked detour is not provided, police officers or authorized flaggers shall, at the expense of the City of Decatur, be positioned at each end of the closed section of roadway and at other points as may be necessary to assist in directing traffic through the temporary detour.

(C) That when a state right-of-way is closed for more than 15 minutes, police officers at the expense of the City of Decatur shall stop traffic for periods not exceeding 15 minutes, and, occasional breaks shall be made in the procession so that traffic may pass through.

Section 3. That the City of Decatur assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect.

Section 4. That all debris shall be removed by the City of Decatur prior to reopening the State Highway.

Section 5. That the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

Section 6. That the City of Decatur hereby agrees to provide IDOT with a Certificate of Insurance, assume all liabilities, and pay all claims for any damage which shall be occasioned by the closing described above and to hold harmless the State of Illinois from all claims arising from the road closings.

Section 7. That the Chief of Police shall submit a community event road closing request to IDOT approximately ten (10) days prior to said closure, along with a description of the parade and detour routes, and that all emergency agencies be notified of the proposed road closure.

Section 8. That a copy of this Resolution be forwarded to IDOT to serve as authorization for the Chief of Police to request highway closures for said community events.

PRESENTED and ADOPTED this 6th day of June, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT
CITY CLERK

Certificate of Coverage

Name and Address of Agency

Park District Risk Management Agency
2033 Burlington Avenue
Lisle, IL 60532-1646
(630) 769-0332

Name and Address of Member

Decatur Park District
620 E. Riverside Drive
Decatur, IL 62521

Scope of Coverage

The Park District Risk Management Agency (PDRMA) is an intergovernmental self-insurance and risk management pool established under the Constitution and the statutes of the State of Illinois to provide coverage for its members against certain claims and losses. Each member of PDRMA is entitled to the scope and amounts of coverage set forth below. In addition, PDRMA may extend the same scope of coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, and amendments which are applicable to the members.

The above named entity is a member in good standing of the Park District Risk Management Agency. The scope of coverage provided by the Agency may, however, be revised at any time by the actions of PDRMA's governing body. As of the date this certificate is issued, the information set out below accurately reflects the scope of coverage established for the current coverage year.

Scope of Coverage	Coverage Document	Coverage Dates	Limits Each Occurrence	
General Liability x commercial general liability x occurrence x liquor liability	L010116	01/01/2016 - 12/31/2016	Bodily Injury and Property Damage Combined	\$1,000,000
			Personal Injury	\$1,000,000
Automobile Liability x any auto	L010116	01/01/2016 - 12/31/2016	Bodily Injury and Property Damage Combined	\$1,000,000
Workers' Compensation	WC010116	01/01/2016 - 12/31/2016		Statutory
Employer's Liability	WC010116	01/01/2016 - 12/31/2016		\$3,000,000
Property	P0700115	01/01/2016 - 12/31/2016		
Other		01/01/2016 - 12/31/2016		

Description of Operations/Locations/Vehicles/Special Items

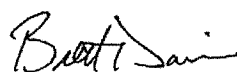
City of Decatur is/are additionally insured for Decatur Park District's Staley Firecracker Road Run/Walk, July 4, 2016.

Coverage is for general liability with respect to the operations of the Decatur Park District. Additional insured coverage shall not apply to any liability resulting from the certificate holder's own negligence or the negligence of its servants, agents or employees.

Certificate Holder

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

Date Issued: 05/23/2016



Authorized Representative

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Decatur Park District, hereafter referred to as the “sponsoring agency”, for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property, see attached Exhibit A, for the Firecracker Road Run on the following date and time:

Monday, July 4, 2016

8:00 a.m. – 10:30 a.m.

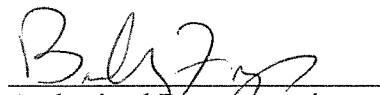
by the sponsoring agency, its officers, agents, employees, and registrants.

Furthermore, the sponsoring agency agrees to provide the City of Decatur evidence of third party liability insurance coverage for the event in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, for property damage, and personal and bodily injury, including death.

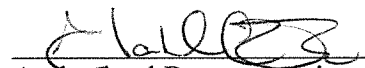
If a temporary liquor license is granted for this event, evidence of liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence and aggregate must also be provided. The City of Decatur, Illinois, must be named as additional insured on both policies for the duration of the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

For City of Decatur, Illinois:

For Sponsoring Agency:
Decatur Park District



Authorized Representative



Authorized Representative

5-25-16
Date

05-25-16
Date



Road Running Technical Council
USA Track & Field
Measurement Certificate



Name of the course Firecracker 8 Mile Distance 8 miles
Location (state) Illinois (city) Decatur
Type of course: road race ☒ calibration ☐ track ☐ Configuration: Out- and- Back
Type of surface: paved 100 % dirt % gravel % grass % track %
Elevation (meters above sea level) Start 188 Finish 188 Highest 205 Lowest 187
Straight line distance between start & finish same point Drop zero m/km Separation zero %
Measured by (name, address, phone & e-mail) Alan Avery 1408 S. Noble Avenue
Springfield, Illinois 62704-3450 (217) 698-8600 alan@timingiseverything.com
Race contact (name, address, phone & e-mail) Gabrielle Cliff Decatur Park District
620 E. Riverside Ave., Decatur, Illinois 62521 (217) 429-7750
Measuring Methods: bicycle ☒ steel tape ☐ electronic distance meter ☐
Number of measurements of entire course: 2 Date(s) when course measured: May 25, 2014
Race date: July 4, 2014 Course certification effective date: June 3, 2014
Certification code: IL-14079-JW

Notice to Race Director: Use this Certification Code
in *all* public announcements relating to your race.

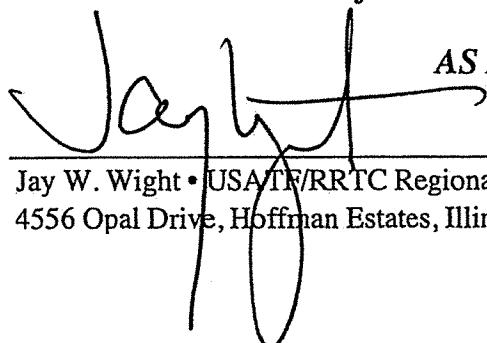
Be It Officially Noted That

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If *any* changes are made to the course, this certification becomes void, and the course must then be recertified.

Verification of Course — In the event a National Open Record is set on this course, or at the discretion of USA Track & Field, a verification remeasurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

This certification expires on December 31 in the year **2024**

AS NATIONALLY CERTIFIED BY:



Date: June 3, 2014

Jay W. Wight • USA TF/RRTC Regional Certifier
4556 Opal Drive, Hoffman Estates, Illinois 60192-1185 847-359-4598 jaywight@icloud.com

EXHIBIT A



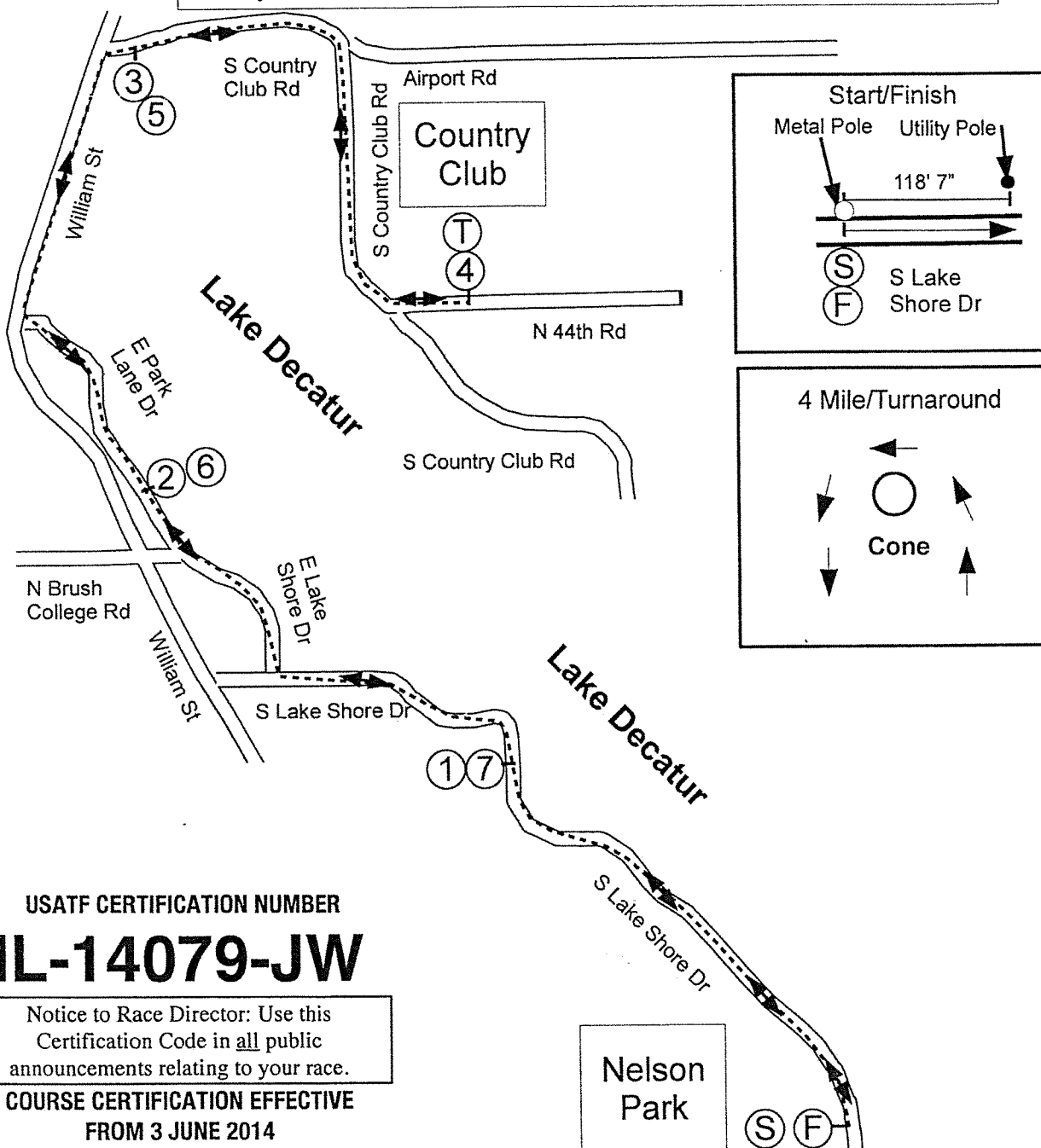
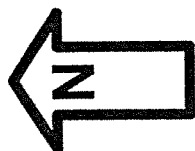
S/F Start/Finish: 118'7" W of center of U.P. at SE corner of Nelson Park parking lot along Lake Shore Dr, at center of 4" diameter metal pole between concrete planters.

1/7 1 Mile/7 Mile: 55'4" W of center of hydrant at NW corner of S Lake Shore Drive and N 33rd St, across from Lake Decatur parking lot.

2/6 2 Mile/6 Mile: 102'2" E of center of U.P. 15742 at W edge of driveway to 3938 E Park Lane Dr.

3/5 3 Mile/5 Mile: 28'4" S of s'most edge of sewer grate just S of corner of William St and Country Club Rd. Also 4'4" N of center of 2nd U.P. south of this corner..

4/T 4 Mile/Turn: 36'11" N of center of U.P. 3367463 at E edge of driveway to Country Club located at corner of N 44th and Country Club Rd.



USATF CERTIFICATION NUMBER
IL-14079-JW

Notice to Race Director: Use this Certification Code in all public announcements relating to your race.

**COURSE CERTIFICATION EFFECTIVE
FROM 3 JUNE 2014
THROUGH 31 DECEMBER 2024**

City Clerk

DATE: 5/12/2016

MEMO: 2016-12

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Regarding Temporary Closing of State Rights-of-Way - Community Events

SUMMARY RECOMMENDATION: City Council is asked to approve the attached Resolution regarding Temporary Closing of State Rights-of-Way for the 2016 Annual Shoreline Classic.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Supporting Documentation	Backup Material
Route Maps	Backup Material

RESOLUTION NO. R2016-__

**RESOLUTION REGARDING TEMPORARY CLOSING
OF STATE RIGHTS-OF-WAY
-COMMUNITY EVENTS-**

WHEREAS, the City of Decatur sponsors parades, road races, festivals and other such events which constitute a public purpose; and,

WHEREAS, many of these events are held on State rights-of-way which will require the temporary closure of said highways; and,

WHEREAS, Section 4-408 of the Illinois Highway Code, 605 ILCS 5/1-101 et seq., authorizes the State of Illinois Department of Transportation (IDOT) to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

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

Section 1. That the following parades or community events listed herein are conducted annually and have been approved by the Chief of Police in accordance with applicable ordinances of the City, and said requests have or will be granted, and furthermore, the Chief is hereby authorized and directed to forward to IDOT a request to close the effected portion of State highways, subject to the provisions of this Resolution:

Sunday, September 18, 2016

2016 Annual Shoreline Classic

Section 2. (A) That traffic from the closed portion of highway shall be detoured over routes with an all weather surface that can accept that anticipated traffic, which will be maintained to the satisfaction of IDOT and which are conspicuously marked for the benefit of traffic diverted from the State Highway, except as provided in subsections B and C hereof.

(B) That when a marked detour is not provided, police officers or authorized flaggers shall, at the expense of the City of Decatur, be positioned at each end of the closed section of roadway and at other points as may be necessary to assist in directing traffic through the temporary detour.

(C) That when a state right-of-way is closed for more than 15 minutes, police officers at the expense of the City of Decatur shall stop traffic for periods not exceeding 15 minutes, and, occasional breaks shall be made in the procession so that traffic may pass through.

Section 3. That the City of Decatur assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect.

Section 4. That all debris shall be removed by the City of Decatur prior to reopening the State Highway.

Section 5. That the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

Section 6. That the City of Decatur hereby agrees to provide IDOT with a Certificate of Insurance, assume all liabilities, and pay all claims for any damage which shall be occasioned by the closing described above and to hold harmless the State of Illinois from all claims arising from the road closings.

Section 7. That the Chief of Police shall submit a community event road closing request to IDOT approximately ten (10) days prior to said closure, along with a description of the parade and detour routes, and that all emergency agencies be notified of the proposed road closure.

Section 8. That a copy of this Resolution be forwarded to IDOT to serve as authorization for the Chief of Police to request highway closures for said community events.

PRESENTED and ADOPTED this 6th day of June, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Autumn Shoreline Classic, hereafter referred to as the "sponsoring agency", for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property, for the Autumn Shoreline Classic on the following date and time:

Sunday, September 18, 2016

7:00 a.m. – 9:30 a.m.

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

Furthermore, the sponsoring agency agrees to provide the City of Decatur evidence of third party liability insurance coverage for the event in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, for property damage, and personal and bodily injury, including death.

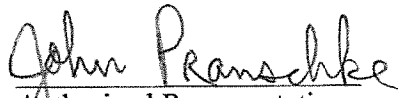
If a temporary liquor license is granted for this event, evidence of liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence and aggregate must also be provided. The City of Decatur, Illinois, must be named as additional insured on both policies for the duration of the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

For City of Decatur, Illinois:


Authorized Representative

05/13/2014
Date

For Sponsoring Agency:
Autumn Shoreline Classic


Authorized Representative

5/9/2016
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2016

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

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

PRODUCER STAR Insurance - Fort Wayne Office 2130 East Dupont Road Fort Wayne IN 46825		CONTACT NAME: Margaret M. Mayers PHONE (A/C, No, Ext): (260) 467-5689 FAX (A/C, No): (260) 467-5691 E-MAIL ADDRESS: margaret.mayers@starfinancial.com	
INSURED Road Runners Club of America/2016 and Its Member Clubs 1501 Lee Highway, Suite 140 Arlington VA 22209		INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company NAIC # 11991 INSURER B: Nationwide Life Insurance Co. 66869 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2016 \$1M A.I.

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			KRO0000005887400	12/31/2015 12:01 AM	12/31/2016 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☒ Legal Liability to Participant \$1,000,000						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000
				Abuse & Molestation			GENERAL AGGREGATE \$ Unlimited
				Aggregate \$5,000,000			PRODUCTS - COMP/OP AGG \$ 1,000,000
							Abuse & Molestation \$ 500,000
A	AUTOMOBILE LIABILITY			KRO0000005887400	12/31/2015 12:01 AM	12/31/2016 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)			SPX0000027201500	12/31/2015 12:01 AM	12/31/2016 12:01 AM	Excess Medical \$10,000
							AD & Specific Loss \$2,500

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

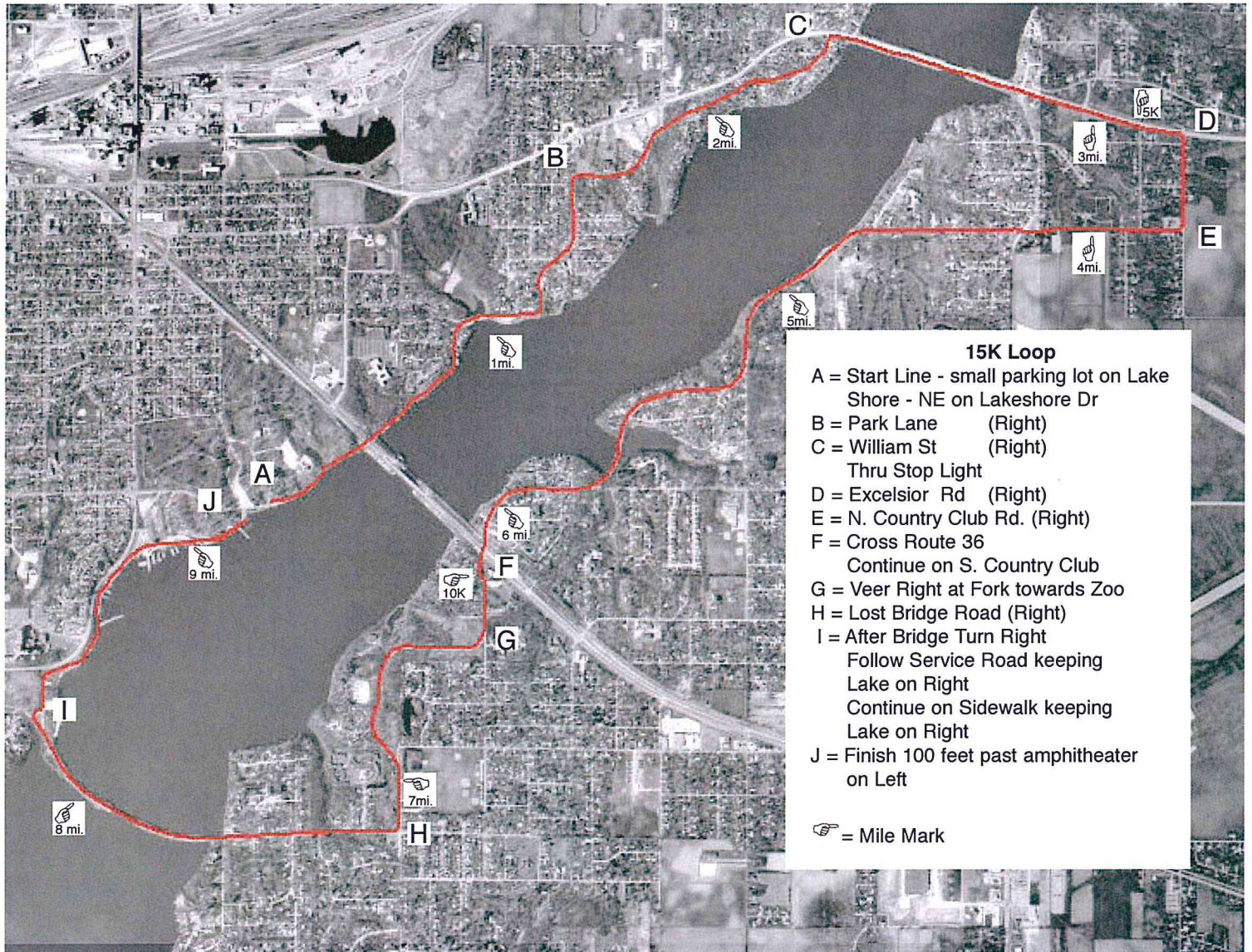
CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 09/18/16 27th Annual Shoreline Classic INSURED RRCA

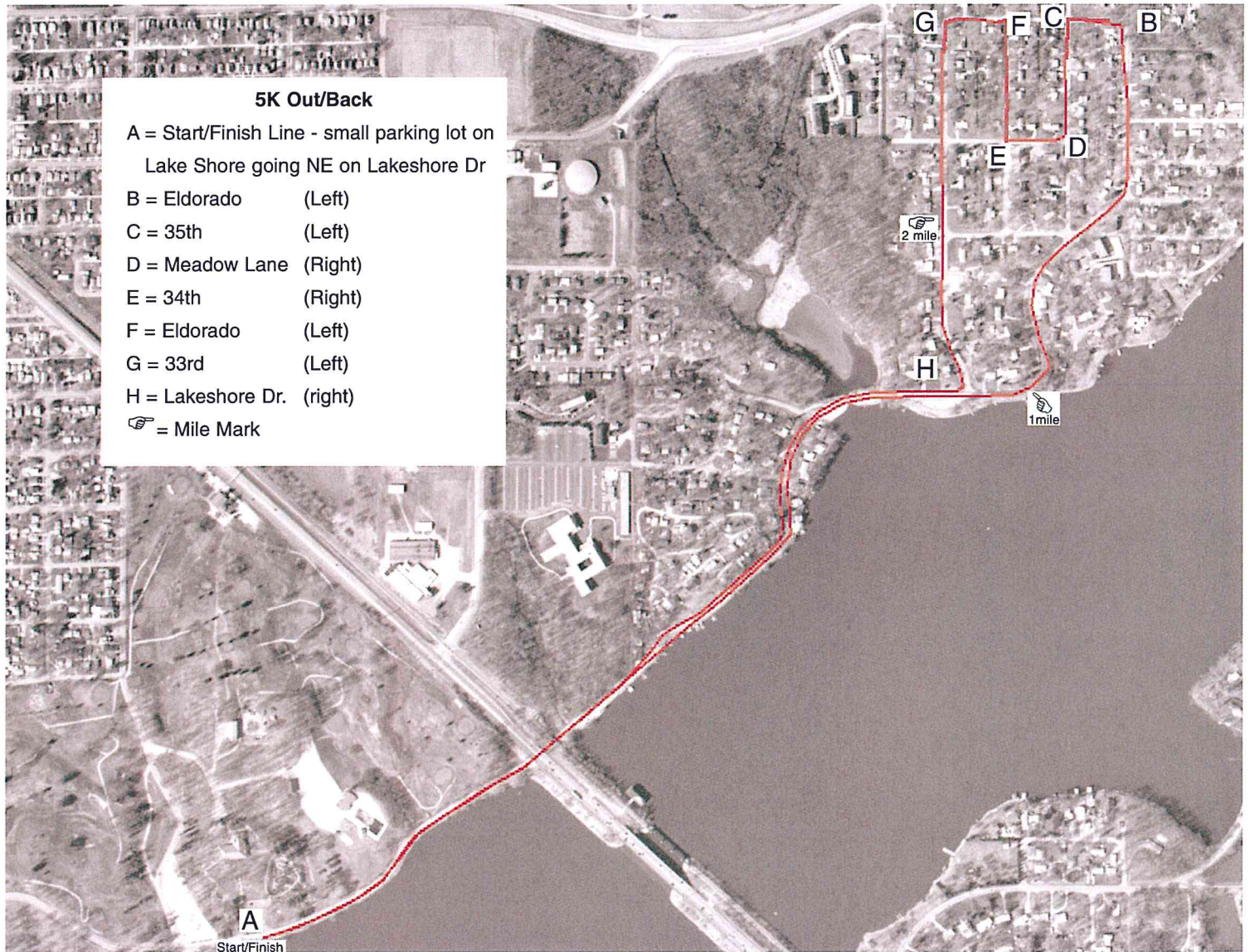
CLUB/EVENT MEMBER: Decatur Running Club, Att'n: John Pranschke; PO Box 3397, Decatur, IL 62524

CERTIFICATE HOLDER**CANCELLATION**

09/18/16 City of Decatur 1 Gary K, Anderson Plaza Decatur, IL 62523	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Terry Diller/MMA <i>Terry R. Diller, CPCU</i>

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City Clerk

DATE: 5/17/2016

MEMO: 2016-12

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Agreement for Lobbying Services - Curry and Associates L.L.C.

SUMMARY RECOMMENDATION: Staff recommends the approval of the Resolution Authorizing an Agreement for Lobbying Services between the City of Decatur and Curry and Associate L.L.C.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. R2016-_____

**RESOLUTION AUTHORIZING AGREEMENT
FOR LOBBYING SERVICES
-CURRY AND ASSOCIATES L.L.C.-**

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

Section 1. That the Agreement presented to the City Council herewith between the City of Decatur and Curry and Associates L.L.C. for Lobbying Services be, and it is hereby, received, placed on file, and approved for a period ending June 30, 2017.

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

PRESENTED and ADOPTED this 6th day of June 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

LOBBYING SERVICES AGREEMENT

This agreement entered into this 1st day of July, 2016 by and between CURRY & ASSOCIATES, L.L.C., (hereinafter referred to as "CURRY"), a government consulting firm located 4804 Fletcher Lane, Mt. Zion, Illinois 62549, and the City of Decatur (hereinafter referred to as "THE CLIENT"), located at One Gary K. Anderson Plaza, Decatur, Illinois 62523.

WITNESSETH:

1. This agreement shall be effective as of July 1, 2016 and shall continue in full force and effect through June 30, 2017, provided, however, either party may terminate this Agreement at any time without liability upon thirty (30) days' written notice. Notice shall be sent to the address contained for each party in this agreement.
2. CURRY, hereby agrees to perform some or all of the following services for THE CLIENT; review and monitor legislation before the Illinois General Assembly which it considered or is advised is of interest to THE CLIENT; represent THE CLIENT before the Illinois General Assembly with regard to legislation that is of interest to THE CLIENT; represent THE CLIENT with regard to matters with the Executive Branch and Agencies under the control of the Executive Branch; represent THE CLIENT with regard to matters before other state constitutional or regulatory offices; to meet with THE CLIENT'S assigned government affairs staff or legislative coordinator; and upon request, provide written reports of legislative activity.
3. CURRY, agrees to act only with confirmation and direction from THE CLIENT as to each lobbying activity. CURRY or THE CLIENT may suggest an area of lobby activity to be followed by appropriate confirmation from THE CLIENT.
4. For and in consideration of the above, THE CLIENT agrees to pay CURRY, a monthly retainer of \$2,500.00 per month. This retainer payment shall be due on the 15th day of each month and shall continue to be due of the same day of each subsequent month for the duration of the agreement. If payment is not received by the 30th day of the month, this agreement shall be considered null and void and CURRY shall not perform any further services on behalf of THE CLIENT until all retainer and expense payment have been paid in full.
5. It is understood and agreed that the compensation recited in section 4 includes usual and ordinary costs and expenses. If CURRY, determines that there is a need to incur extraordinary costs and expenses in the

performances of Services hereunder, then in that event THE CLIENT shall reimburse CURRY, for the same, provided the nature and amount and circumstance thereof are fully disclosed to and approved by THE CLIENT prior to the time the same are incurred, and upon receipt of a detailed accounting of all such extraordinary costs and expenses.

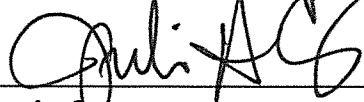
6. In the event that a possible conflict of interest arises at any time during the term of this Agreement between the interests of THE CLIENT and those of CURRY'S other clients, CURRY agrees to notify THE CLIENT thereof promptly and shall, if so directed by THE CLIENT, refrain from performing Services with respect to such area of conflicting interest.
7. CURRY and THE CLIENT agree to comply fully with all applicable federal, state and local laws regulating political and lobbying activities and each agrees to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local government or judicial body, agency or official pertaining to its performing services.
8. Upon execution of this agreement both parties agree to immediately comply with the Illinois Lobbyist Disclosure Act and register their respective companies/organizations with the Illinois Secretary of State Index Department.
9. CURRY, will assume full responsibility for and shall indemnify and hold harmless THE CLIENT from and against any and all losses, claims, liabilities, penalties, fines, causes of action, damages, costs and expenses arising out of or resulting from any negligence or wrongful or willful misconduct on the part of CURRY, or any breach by CURRY, of any of the terms and provisions of this Agreement.
10. THE CLIENT will assume full responsibility for and shall indemnify and hold harmless CURRY, from and against any and all losses, claims, liabilities, penalties, fines, causes of action, damages, costs and expenses arising out of or resulting from any negligence or wrongful or willful misconduct on the part of THE CLIENT or any breach by THE CLIENT of any of the terms and provisions of this agreement.
11. Inasmuch as in the rendering of Services hereunder, CURRY may acquire confidential information and data concerning the business and operations of,

or belonging to THE CLIENT, and additional information and data will be made available to or developed by CURRY agrees to treat and maintain all such information and data as THE CLIENT'S confidential property and not to divulge it to others at any time or use it for private purposes or otherwise, except as such use or disclosure may be required in connection with performance of the services or as may be consented to by THE CLIENT unless and until such information becomes a part of the public domain or CURRY, legally acquires such information without restriction on disclosure from sources other THE CLIENT or other companies with whom THE CLIENT has a business relationship.

12. CURRY is and shall act as an independent contractor in performing Service hereunder.
13. This Agreement shall be personal to the parties hereto and no party shall (by operation of law or otherwise) transfer or assign its rights or delegate its performance hereunder; and any such transfer, assignment or delegation shall be void and of no effect, unless said transfer or assignment is agreed to by both parties.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to principles respecting conflicts of laws.
15. This document constitutes the entire agreement between the parties hereto.

In Witness Whereof, the parties have duly executed this Agreement as of the date first above written.

CURRY & ASSOCIATES, L.L.C.,

By 
Julie A. Curry
President & CEO
4804 Fletcher Lane
Mt. Zion, Illinois 62549

THE CITY OF DECATUR

By _____
Tim Gleason
City Manager
One Gary K. Anderson Plaza
Decatur, Illinois 62523

ATTEST:

City Clerk

City Clerk

DATE: 5/17/2016

MEMO: 2016-13

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Ascertaining Prevailing Rate of Wages for Construction of Public Works by Contract

SUMMARY RECOMMENDATION: Staff recommends approval of the Resolution Ascertaining Prevailing Rate of Wages for Construction of Public Works by Contract.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. 2016-_____

**RESOLUTION ASCERTAINING PREVAILING
RATE OF WAGES FOR CONSTRUCTION OF
PUBLIC WORKS BY CONTRACT**

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

Section 1. That the general prevailing rate of wages in this locality for work in the construction of public works by contract be, and the same is hereby, ascertained to be as set out in Exhibit A hereto attached and hereby made a part hereof.

Section 2. That the City Clerk be, and she is hereby, authorized and directed to cause this Resolution along with said Exhibit to be on file and available for public inspection at the office of said Clerk, and to cause a duly certified copy thereof to be filed in the office of the Secretary of State.

Section 3. That the notice, a copy of which is hereto attached, be, and the same is hereby, approved, and said Clerk be, and she is hereby, authorized and directed to cause the same to be published once in a newspaper of general circulation in the locality.

PRESENTED AND ADOPTED this 6th day of June, 2016.

Julie Moore Wolfe, Mayor

Attest:

City Clerk

Macon County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		BLD		30.790	32.040	1.5	1.5	2.0	6.300	12.98	0.000	0.900
ASBESTOS ABT-MEC		BLD		30.360	31.360	1.5	1.5	2.0	7.450	3.000	0.000	0.000
BOILERMAKER		BLD		33.340	35.840	1.5	1.5	2.0	7.070	21.53	1.250	0.400
BRICK MASON		BLD		29.610	31.110	1.5	1.5	2.0	8.450	11.10	0.000	0.580
CARPENTER		BLD		30.200	32.450	1.5	1.5	2.0	8.000	15.65	0.000	0.520
CARPENTER		HWY		30.600	32.350	1.5	1.5	2.0	8.000	15.65	0.000	0.520
CEMENT MASON		BLD		29.670	30.670	1.5	1.5	2.0	8.000	11.83	0.000	0.500
CEMENT MASON		HWY		28.050	29.550	1.5	1.5	2.0	8.000	11.83	0.000	0.500
CERAMIC TILE FNSHER		BLD		26.360	0.000	1.5	1.5	2.0	8.450	9.000	0.000	0.000
ELECTRIC PWR EQMT OP		ALL		38.300	45.290	1.5	1.5	2.0	6.150	10.73	0.000	0.380
ELECTRIC PWR GRNDMAN		ALL		26.280	45.290	1.5	1.5	2.0	5.790	7.360	0.000	0.260
ELECTRIC PWR LINEMAN		ALL		42.540	45.290	1.5	1.5	2.0	6.280	11.92	0.000	0.430
ELECTRIC PWR TRK DRV		ALL		27.560	45.290	1.5	1.5	2.0	5.830	7.720	0.000	0.280
ELECTRICIAN		BLD		35.910	39.500	1.5	1.5	2.0	6.600	8.370	0.000	0.540
ELECTRONIC SYS TECH		BLD		31.130	32.880	1.5	1.5	2.0	5.350	6.110	0.000	0.400
ELEVATOR CONSTRUCTOR		BLD		41.690	46.900	2.0	2.0	2.0	13.57	14.21	3.340	0.600
GLAZIER		BLD		32.380	34.380	1.5	2.0	2.0	7.050	8.400	0.000	0.430
HT/FROST INSULATOR		BLD		38.060	39.060	1.5	1.5	2.0	8.700	11.46	0.000	0.550
IRON WORKER	E	ALL		32.210	34.110	1.5	1.5	2.0	9.240	10.92	0.000	0.900
IRON WORKER	W	BLD		30.250	32.250	1.5	1.5	2.0	8.740	13.79	0.000	0.660
IRON WORKER	W	HWY		31.420	33.170	1.5	1.5	2.0	8.740	13.87	0.000	0.660
LABORER		BLD		28.290	29.540	1.5	1.5	2.0	6.300	12.98	0.000	0.900
LABORER		HWY		29.550	30.550	1.5	1.5	2.0	6.300	13.28	0.000	0.800
LATHER		BLD		30.200	32.450	1.5	1.5	2.0	8.000	15.65	0.000	0.520
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		BLD		26.360	0.000	1.5	1.5	2.0	8.450	9.000	0.000	0.000
MARBLE MASON		BLD		27.860	29.110	1.5	1.5	2.0	8.450	9.000	0.000	0.000
MILLWRIGHT		BLD		31.060	33.310	1.5	1.5	2.0	8.000	15.25	0.000	0.520
MILLWRIGHT		HWY		33.060	34.810	1.5	1.5	2.0	8.000	15.67	0.000	0.520
OPERATING ENGINEER		BLD 1		34.850	35.600	1.5	1.5	2.0	10.45	9.350	0.000	1.500
OPERATING ENGINEER		BLD 2		32.500	35.600	1.5	1.5	2.0	10.45	9.350	0.000	1.500
OPERATING ENGINEER		BLD 3		28.900	35.600	1.5	1.5	2.0	10.45	9.350	0.000	1.500
OPERATING ENGINEER		BLD 4		36.350	0.000	1.5	1.5	2.0	10.45	9.350	0.000	1.500
OPERATING ENGINEER		HWY 1		39.750	40.150	1.5	1.5	2.0	10.45	9.350	0.000	1.500
OPERATING ENGINEER		HWY 2		35.540	40.150	1.5	1.5	2.0	10.45	9.350	0.000	1.500
OPERATING ENGINEER		HWY 3		29.060	40.150	1.5	1.5	2.0	10.45	9.350	0.000	1.500
OPERATING ENGINEER		HWY 4		41.250	0.000	1.5	1.5	2.0	10.45	9.350	0.000	1.500
OPERATING ENGINEER		O&C		31.800	0.000	1.5	1.5	2.0	10.45	9.350	0.000	1.500
PAINTER		ALL		28.000	29.500	1.5	1.5	2.0	6.300	10.32	0.000	0.650
PAINTER OVER 30FT		ALL		28.750	30.250	1.5	1.5	2.0	6.300	10.32	0.000	0.650
PAINTER PWR EQMT		ALL		29.750	31.250	1.5	1.5	2.0	6.300	10.32	0.000	0.650
PILEDRIIVER		BLD		31.200	33.450	1.5	1.5	2.0	8.000	15.65	0.000	0.520
PILEDRIIVER		HWY		31.600	33.350	1.5	1.5	2.0	8.000	15.65	0.000	0.520
PIPEFITTER		BLD		37.460	41.460	1.5	1.5	2.0	7.000	8.260	0.000	1.010
PLASTERER		BLD		30.000	32.000	1.5	1.5	2.0	7.500	14.97	0.000	0.490
PLUMBER		BLD		37.460	41.460	1.5	1.5	2.0	7.000	8.260	0.000	1.010
ROOFER		BLD		27.970	30.990	1.5	1.5	2.0	10.60	6.860	0.000	0.650
SHEETMETAL WORKER		BLD		31.990	33.990	1.5	1.5	2.0	8.700	12.68	0.000	0.650

SPRINKLER FITTER	BLD	37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350
STONE MASON	BLD	29.610	31.110	1.5	1.5	2.0	8.450	11.10	0.000	0.580
SURVEY WORKER	ALL	29.550	30.550	1.5	1.5	2.0	6.300	10.34	0.000	0.800
TERRAZZO FINISHER	BLD	26.360	0.000	1.5	1.5	2.0	8.450	9.000	0.000	0.000
TERRAZZO MASON	BLD	27.860	29.110	1.5	1.5	2.0	8.450	9.000	0.000	0.000
TILE MASON	BLD	27.860	29.110	1.5	1.5	2.0	8.450	9.000	0.000	0.000
TRUCK DRIVER	ALL 1	34.220	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	ALL 2	34.690	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	ALL 3	34.950	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	ALL 4	35.240	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	ALL 5	36.170	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C 1	27.380	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C 2	27.750	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C 3	27.960	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C 4	28.190	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C 5	28.940	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TUCK POINTER	BLD	29.610	31.110	1.5	1.5	2.0	8.450	11.10	0.000	0.580

Legend: RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations**MACON COUNTY**

IRON WORKERS (WEST) - West of a straight line just east of Route 51 to the southeast corner where Shelby, Macon and Moultrie counties meet.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the

removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while

employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

CLASS 1. Asphalt Screed Man; Aspco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backfillers, Crane Type; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Cherry Pickers; Clam Shells; C.M.I. & similar type autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Pumps; Derricks; Derrick Boats; Draglines; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Orange Peels; Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Pushdozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Rotomill; Scoops, Skimmer, two cu. yd. capacity and under; Scoops, All or Tournapull; Sheep-Foot Roller (Self Propelled); Shovels; Skid Steer; Skimmer Scoops; Temporary Concrete Plant Operators; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Sideboom; Trenching or Ditching Machine; Tunnelluggers; Vermeer Type Saws; Water Blaster Cutting Head; Wheel Type End Loaders; Winch Cat.

CLASS 2. Air Compressors (six to eight)*; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Oiler on Two Paving Mixers When Used in Tandem; Boom or Winch Trucks; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist (with One Drum and One Load Line); Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Post Hole Digger, Mechanical; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in this Classification; Road or Street Sweeper, Self Propelled; Rollers (except bituminous concrete); Seaman Tiller; Straw Machine; Vibratory Compactor; Water Blaster, Power Unit; Welding Machines (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors(one to five)*; Air Compressors, Track or Self-Propelled; Automatic Hoist; Building Elevators; Bulk Cement

Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Hoist, Automatic; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Robotic Controlled Equipment in this Classification; Scissors Hoist; Tractors without power attachments regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (1/300 Amp. or over)*; Welding machines (one to five)*

CLASS 4. Lattice Boom Crawler Cranes; Lattice Boom Truck Cranes; Telescopic Truck-Mounted Cranes; Tower Cranes.

* Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants, or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

OPERATING ENGINEERS - HIGHWAY

CLASS 1. Asphalt Screed Man; Asphco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Carry Deck Pickers; Cherry Pickers (Rough Terrain); C.M.I. & similar type-autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Plant Operators; Concrete Pumps; Derricks; Derrick Boats; Dewatering Systems; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Grout Pump; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Hydro Jet or Hydro Laser; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Multi-Point Power Lifting Equipment; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Push-dozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Roto-Mill; Scoops, Skimmer, two cu. yd. capacity and under; Sheep-Foot Roller (Self Pro-pelled); Shovels; Skid Steer; Skimmer Scoops; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Side-boom; Trenching or Ditching Machine; Tunnelluggers; Vermeer-Type Saws; Wheel Type End Loaders; Winch Cat; Scoops, All or Tournapull.

CLASS 2. Air Compressors (six to eight)*; Articulated Dumps; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Boom or Winch Trucks; Building Elevators; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist, Automatic; Hoist with One Drum and One Load Line; Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Off Road Water Wagons; Oiler on Two Paving Mixers When Used in Tandem; Post Hole Digger, Mechanical; Robotic Controlled Equipment in This Classification; Road or Street Sweeper, Self-Propelled; Rollers (except bituminous

concrete); Scissor Hoist; Sea-man Tiller; Straw Machine; Vibratory Compactor; Water Pumps (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors (one to five)*; Air Compressors, Track or Self-Propelled; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in This Classification; Tractors without power attachments, regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (one 300 Amp. or over)*; Welding Machines (one to five)*.

CLASS 4. Lattice Boom Crawler Crane; Lattice Boom Truck Crane; Telescopic Truck-Mounted Crane; Tower Crane.

*Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

OPERATING ENGINEER - OIL AND CHIP RESEALING ONLY.

This shall encompass the operation of all motorized heavy equipment used in oil and chip resealing, including but not limited to operating self-propelled chip spreaders, and all types of rollers (both hard and rubber tired); and other duties pertaining to the operation or maintenance of heavy equipment related to oil & chip resealing.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

**LEGAL DEPARTMENT MEMORANDUM
NO. 2016-04**

May 19, 2016

TO: Honorable Mayor Moore Wolfe and City Council

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

SUBJECT: Amendment to Chapter 52 – Alcoholic Liquor

RECOMMENDATION: Staff requests that Council pass the proposed ordinance amendment regarding Chapter 52, Section 10 reducing the combined number of Class A and Class B licenses to 95.

POTENTIAL OBJECTIONS: There are no known or expected objections.

INPUT FROM OTHER SOURCES:

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

BUDGET/TIME IMPLICATIONS: None

ORDINANCE NO. _____

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

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

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

10. **NUMBER OF LICENSES.** The issuance of a maximum number of Class A licenses combined with Class B licenses is limited to 95...

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

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

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2016.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 52
- ALCOHOLIC LIQUOR -

10. **NUMBER OF LICENSES.** The issuance of a maximum number of Class A licenses combined with Class B licenses is limited to ~~96~~ 95. There shall be no maximum number for the issuance of the respective Class C, Class D, Class E, Class F, Class G, Class I, Class J, Class K, Class O or Class P licenses. Issuance of Class H licenses is limited to 1. Issuance of Class L, Class M and Class N licenses is limited to three (3).

City Clerk

DATE: 6/2/2016

MEMO: 2016-14

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Approving Appointments to Library Board

SUMMARY RECOMMENDATION:

City staff recommends the approval of appointments to the Library Board.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite their respective name, to serve a term expiring upon the date set opposite his respective name or until his respective successor is appointed and qualified:

John Phillips

Library Board

07/01/2019

DATED this 6th day of June, 2016.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2016-
RESOLUTION APPROVING APPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 6th day of June, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent I hereby appoint the named in the foregoing request by you approved as therein requested.

DATED this 6th day of June, 2016.

Julie Moore Wolfe, Mayor

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite their respective name, to serve a term expiring upon the date set opposite his respective name or until his respective successor is appointed and qualified:

Mark Sorensen

Library Board

07/01/2019

DATED this 6th day of June, 2016.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2016-
RESOLUTION APPROVING APPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 6th day of June, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent I hereby appoint the named in the foregoing request by you approved as therein requested.

DATED this 6th day of June, 2016.

Julie Moore Wolfe, Mayor

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite their respective name, to serve a term expiring upon the date set opposite her respective name or until her respective successor is appointed and qualified:

Keyria Rodgers

Library Board

07/01/2019

DATED this 6th day of June, 2016.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2016-
RESOLUTION APPROVING APPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 6th day of June, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent I hereby appoint the named in the foregoing request by you approved as therein requested.

DATED this 6th day of June, 2016.

Julie Moore Wolfe, Mayor

Water Management

DATE: 5/11/2016

MEMO: 2016-06

TO: Mayor Julie Moore Wolfe and City Council

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

SUBJECT: April Progress Report Lake Decatur Dredging Basins 1-4 & Oakley
Sedimentation Basin Rehabilitation City Project 2013-14

BACKGROUND:

Major Work Completed:

- Spring maintenance on dredge and booster pump stations were completed and dredging started on April 7, 2016.
- Start dewatering site, mobilizing equipment, and begin preparations for final construction season at the Oakley sedimentation basin.

Major Work Planned for the Near Term:

- Sedimentation basin weir box walkway installation.
- Start placing dirt on the last section of the sedimentation berms.
- Plan for new water main crossing in Basin 2 (Nelson Park Basin).
- Plan for Sand Creek dredging including mobilization of 2 smaller dredges to be used there.
- Continue dredging Big Creek (almost 75% complete).

Budget and Schedule:

- Great Lakes Dredge & Dock dredged 227,023 cubic yards of material in April 2016 and 3,150,357 cubic yards of material since dredging began in November 2014.
- The project is 29% complete, on budget and on schedule to be completed by December 31, 2019.

Attached are pictures of the dredges “The LW” and “Chris L” in Big Creek and Sand Creek Basins.

ATTACHMENTS:

Description

Pictures

Type

Backup Material



Swamp excavator at work digging up stumps in Big Creek Basin.



Dredge "Chris L" in Sand Creek Basin.



Cutter head of "Chris L".



Dredge "The LW" in Big Creek Basin.



Booster pump #1.

Public Works

DATE: 5/23/2016

MEMO: 2016-24

TO: Honorable Julie Moore Wolfe and City Council Members

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

SUBJECT: 2015 Annual Guardrail Replacement Project, City Project 2015-27

SUMMARY RECOMMENDATION: Please refer to the attached Council Informational Memorandum, No. 2016-24

ATTACHMENTS:

Description	Type
Council Informational Memorandum 2016-24	Cover Memo

**COUNCIL INFORMATION MEMORANDUM
NO. 2016-24**

Date: May 23, 2016

TO: Honorable Julie Moore Wolfe and City Council Members

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

RE: 2015 Annual Guardrail Replacement Project,
City Project 2015-27

The contract for 2015 Annual Guardrail Replacement project was awarded to Midwest Fence Corporation on April 4, 2016, for an amount of \$36,000. Work began on the project May 17, 2016.

Midwest Fence Corporation installed 1013 Feet of guardrail from Oak Ridge Dr. to the east side of the bridge approach on the west bound lane of Lost Bridge Road.

The project was completed on May 17, 2016, for a total cost of \$32,018. This project amount was \$3,982 under the contract awarded amount approved by the City Council. The remaining funds will be returned to the Motor Fuel Tax Projects fund.

This is for your information.



Removing the old guardrail.



Installation completed the afternoon of May 17th

Public Works

DATE: 5/23/2016

MEMO: 2016-34

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, P.E., Public Works Director
Keith D. Alexander, Director for Water Management

SUBJECT:
South Water Treatment Plant Concrete Repair Project
City Project 2015-04

SUMMARY RECOMMENDATION: Please refer to the attached Council Informational Memorandum No. 2016-34.

ATTACHMENTS:

Description	Type
Council Informational Memo	Cover Memo

**COUNCIL INFORMATION MEMORANDUM
NO. 2016-34**

Date: May 23, 2016

TO: Honorable Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, P.E., Public Works Director
Keith D. Alexander, Director for Water Management

RE: South Water Treatment Plant Concrete Repair Project
City Project 2015-04

The contract for the South Water Treatment Plant Concrete Repair project, City Project 2015-04, was awarded to Otto Baum Company, Inc. on March 21, 2016, for an amount of \$50,836.33. Work began on the project April 11, 2016.

Otto Baum repaired the South Water Treatment Plant's front parking lot, removed and replaced curbing in the rear area of the plant, striped the main lot and the employee parking area.

The project was completed on May 5, 2016 for a total cost of \$46,823.14. This project was \$4,013.19 under the contract awarded amount. The remaining amount will be returned to the Water Capital Projects fund.

This is for your information.



South Water Treatment Plant parking lot under repair



South Water Treatment Plant parking lot completed