Monday, June 4, 2018
5:30 PM

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

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

III. Approval of Minutes

Approval of Minutes of May 21, 2018 City Council Meeting

IV. Unfinished Business

V. New Business

1. City Manager's Budget Update
2. Proclamations and Recognitions
3. Resolution Approving the Purchase of Equipment and Services to Replace the Decatur Police Departments Criminal Investigations Production Video Storage, Forensic Workstations and Necessary Electrical Services
4. Resolution Authorizing a Project Development Agreement with Johnson Controls to Develop Energy Improvement Measures for the City, City Project 2018-07
5. Resolution Accepting the Bid and Authorizing the Execution of a Contract with A. C. Pavement Striping Company for Microsurfacing, City Project 2018-24
6. 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. Resolution Approving Appointment - Electrical Commission

    B. Resolution Approving Appointment - Heating, Air Conditioning and Refrigeration Commission

    C. Resolution Approving Reappointment - Zoning Board of Appeals

D. Resolution Approving Reappointments - Zoning Board of Appeals

VI. Other Business

VII. Recess to Study Session

Community Revitalization

VIII. Adjournment

CITY COUNCIL MINUTES
Monday, May 21, 2018

On Monday, May 21, 2018, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe announced the Study Session on Community Revitalization was postponed until June 4, 2018 and the following items were pulled from the Council Agenda:

Item 19. Resolution Authorizing City Manager to Execute a Contract with Constellation NewEnergy – Gas Division, LLC for Natural Gas Supply Services;
Item 21. Resolution Authorizing City Manager to Execute a Contract with Constellation NewEnergy, Inc. for Electricity Supply Services;
Item 22. Resolution Authorizing City Manager to Execute a Contract with Illinois Power Marketing dba Homefield Energy for Electricity Supply Services; and
Item 23. Resolution Authorizing City Manager to Execute a Contract with MidAmerican Energy Services, LLC for Electricity Supply Services.

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

Deputy City Manager Billy Tyus attended the meeting as well. City Manager Tim Gleason was absent.

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

Mayor Julie Moore Wolfe called for Appearance of Citizens.

Sandra Lindberg requested that as the City moves forward with plans for empty lots that the City catalogue every tree, shrub and perennial on these properties before the parcels are disposed of.

Students from Dennis Lab School 3rd grade classes offered ideas about how the City could cut down on the number of thefts in the west end of Decatur by providing funding for more police officers and buying more surveillance equipment.

Wole Adeoye shared his concerns about the City's deficiencies in executing City Code Chapter 28, regarding minority contractors hiring.

Tony Wilkins read a statement regarding what entails determining a good faith effort in finding minority contractors.

Mayor Julie Moore Wolfe called for approval of the minutes.

The minutes of the May 7, 2018, Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Dana Ray, and on call of the roll, Council members David Horn, Charles Kuhle, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

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

Finance Director Gregg Zientara provided the Treasurer's Financial Report. Mr. Zientara responded to Council members' questions regarding the City's budget.

Mayor Julie Moore Wolfe called for Proclamation and Recognitions. Herald & Review Editor Chris Coates read the Proclamation recognizing Executive Sports Editor Mark Tupper who has worked for the Herald & Review since 1974 and is retiring on June 1, 2018. The Mayor proclaimed Monday, May 21, 2018, as Mark Tupper Day in Decatur, Illinois in recognition of his accomplishments and longtime service to the community. Mayor Julie Moore Wolfe presented Mr. Tupper with a Stephen Decatur medallion for his service.

R2018-49 Resolution Designating Honorary Street Leslie T. Allen, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Leslie T. Allen's granddaughter thanked Council for their consideration of the honorary street in Mr. Allen's name.

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

2018-16 Ordinance providing for the Issuance of Not to exceed $29,000,000 General Obligation Bonds, Series 2018, to Finance Expansion of the City's Water Supply by the Dredging of Lake Decatur and Fire Facility Improvements, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Councilman David Horn asked how many basis points the coupon rate would increase with the Moody's downgrade. Tom Chapman from Raymond James & Associates stated from an A1 to an A2 it would be around 10 basis points in interest rate. Councilman David Horn asked if the general public would have the ability to purchase the bonds before they go out to the general market. Mr. Chapman stated yes, they have had very good success in having local residents purchase the City's bonds.

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

R2018-50 Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality under the Illinois Highway Code City Project 2018-08, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Councilman Charles Kuhle stated he had been informed that Airport Road was in bad condition because overweight trucks have been using the road and asked if that was true. Public Works Director Matt Newell stated that trucks do use that road to access ADM, but he couldn't say whether they were overweight trucks or not. Mr. Newell stated that most of the damage to the road is to the north bound lane where the loaded trucks travel. Councilman Charles Kuhle asked if the City repairs Airport Road, is there anybody that is going to watch the road to make sure the trucks don't tear it up again. Public Works Director Matt Newell stated that the City's intention is to spend the money to repair the road in a manner that would better withstand the truck traffic. Councilman David Horn asked if the airport were to become a more important transportation hub, would Airport Road be more utilized by truck traffic and would these improvements help that. Mr. Newell stated that was the City's hope.

Citizen Marty Watkins stated he lives in that area and he travels that road daily. He stated he does see the heavy grain trucks travel that road. Traffic does get tied up with all the truck traffic and he asked Council to keep in mind that is a residential area.

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

2018-17 Ordinance Establishing Handicapped Parking Space at the Southernmost Parking Space along the West Side of North Martin Luther King Jr. Drive in the Parking Lane which ends 195 Feet north of the Centerline of East Marietta Street, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Christine Gregory spoke on behalf of Macon County Continuum Care that they were well aware of the particular residence at that location and they were at risk of being unable to maintain their independence and live in their own home and hoped Council would pass the Ordinance.

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

2018-18 Ordinance Authorizing the Installation of Stop Signs at the Intersection of East Clay Street and South 22^{nd} Place facing South 22^{nd} Place, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

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

2018-19 Ordinance Authorizing the Installation of Stop Signs at the Intersection of East Clay Street and South 23rd Street facing South 23rd Street, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

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

2018-20 Ordinance Authorizing the Installation of Stop Signs at the Intersection of East Clay Street and South 23rd Place facing South 23rd Place, was presented. Councilwoman Dana Ray moved the Ordinance do pass; seconded by Councilman Pat McDaniel.

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

2018-21 Ordinance Authorizing the Installation of Stop Signs at the Intersection of East Clay Street and South Nelson Boulevard Facing East Clay Street, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

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

R2018-51 Resolution Authorizing Redevelopment Agreement Love's Travel Stops & Country Stores, Inc., was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Councilman Charles Kuhle asked why the pass through of the $26,000 engineering cost. Deputy City Manager Billy Tyus stated it was part of the negotiations with Love's and it was engineering that was required to design the actual work that we are going to do to design the roadway. Councilman Charles Kuhle asked if the signage and lights spilling over into the neighborhoods had been addressed because he has had several inquiries about those issues. Deputy City Manager Billy Tyus explained that part of the site planning process that Love's would go through requires a lighting plan and they are required to meet lighting standards as they relate to our ordinances. Councilman David Horn asked if this would go to the Plan Commission and then the City Council for approval. Deputy City Manager Billy Tyus stated no, the site plan is an internal approval process. Councilman David Horn asked if the road work would go out to bid. Deputy City Manager Billy Tyus stated it would go out to bid.

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

R2018-52 Resolution Authorizing City Rider to the Highway Permit with the Illinois Department of Transportation for Loves Travel Center and Country Store, Inc., was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Councilman Charles Kuhle asked if the State is going to fix the road that is in disrepair at the proposed project area. Deputy City Manager Billy Tyus stated the City can continue to make the request to the State.

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

R2018-53 Resolution Authorizing the Execution of a Temporary Construction Easement Agreement between the City of Decatur and Clifford Mason, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

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

R2018-54 Resolution Authorizing the Execution of a Temporary Construction Easement between the City of Decatur and Carol Klepzig, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

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

2018-22 Ordinance Authorizing a Lift Station Easement and Access Agreement between the City of Decatur and Clifford Mason, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

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

R2018-55 Resolution Accepting a Grant from the Illinois Housing Development Authority's Abandoned Residential Property Municipality Relief Program, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

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

R2018-56 Resolution Authorizing Action Regarding Unsafe Structures, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Deputy City Manager Billy Tyus responded to Councilman David Horn's comments and questions regarding the operating procedures for properties to come before Council.

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

Mayor Julie Moore Wolfe announced that the Resolutions concerning Natural Gas Supply Services and Electricity Supply Services were changed to reflect that the Mayor will sign the contracts in the absence of the City Manager.

R2018-57 Resolution Authorizing the Mayor to Execute a Contract with Mid American Energy Services, LLC for Natural Gas Supply Services, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

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

R2018-58 Resolution Authorizing the Mayor to Execute a Contract with AEP Energy, Inc. for Electricity Supply Services, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

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

Mayor Julie Moore Wolfe called for Consent Calendar Items A through G and asked if any Council member wished to have an item removed from the Consent Calendar. Council members did not ask to remove any items from the Consent Calendar. The Clerk read Items A and G:

A. Receiving and Filing of Minutes Boards and Commissions
B. 2018-23 Ordinance Amending City Code Chapter 47 – Control of Animals, Fowl and Dogs
C. R2018-59 Resolution Regarding Temporary Closing of State Rights-of-Way Community Events – Shoreline Classic
D. R2018-60 Resolution Regarding Temporary Closing of State Rights-of-Way Community Events – Firecracker Road Run
E. 2018-24 Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park Decatur Area Arts Council – Arts in Central Park 2018
F. R2018-61 Resolution Approving Appointment – DCDF

G. R2018-62 Resolution Approving Reappointments - DCDF

Councilman Pat McDaniel moved Items A and G be approved by Omnibus Vote; seconded by Councilwoman Dana Ray, and on call of the roll, Council members David Horn, Charles Kuhle, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Other Business. Councilman David Horn asked if the nitrate filtering facility had the ability to regulate the nitrate level at 5 milligrams per liter. Public Works Director Matt Newell stated the facility could manage to reduce the nitrate most of the time to 5 milligrams per liter. It would more than double the cost from the machinery being used.

Councilwoman Dana Ray stepped out of the Council meeting at 6:50 p.m.

Councilman Charles Kuhle thanked City staff for the new bicycle signage on Fairview Park to downtown bike path.

Mayor Julie Moore Wolfe called for adjournment. Councilman Pat McDaniel moved the Council meeting be adjourned; seconded by Councilman Charles Kuhle, and on call of the roll, Council members David Horn, Charles Kuhle, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe declared the Council meeting adjourned at 6:51 p.m.

Approved ______________________
Debra G. Bright
City Clerk

Police Department

DATE: 6/4/2018

MEMO: 18-20

TO: The Honorable Mayor
City Council Members

FROM: Timothy A. Gleason, City Manager
James E. Getz Jr., Chief of Police
James Edwards, Director of Information Technology Department

SUBJECT: Resolution Approving the Purchase of Equipment and Services to replace the DPD Criminal Investigations Production Video Storage, Forensic workstations and necessary Electrical services for the City of Decatur Police Investigations Department.

SUMMARY RECOMMENDATION:
City Staff recommends that City Council approve the attached Resolution authorizing payment of $156,879.23 from donated funds for the purchase of Equipment and Services for a new Production Video/Data Storage Solution, 4 Forensic Workstations, and the necessary Electrical services to support the storage solution. The new storage system will accommodate current data storage requirements in addition to the expanding digital storage needs of the City's DPD Criminal Investigation Division.
The primary data storage currently in place is on multiple types of hard drives and devices that are at risk for data loss.

BACKGROUND:
The City has standardized on Netech/Presidio to provide IT solutions for both computer hardware and software support. The City of Decatur has a rapidly evolving environment requiring technology to be at the forefront of many new and existing DPD Criminal Investigation Division technology which all require expanded storage. City DPD Criminal Investigation services are requiring more secure and efficient infrastructure to support an ever-increasing amount of storage for video and other digital data.
The City's DPD Criminal Investigation Division's current data storage is on multiple types of hard drives and devices that have an extremely higher risk of failure. Staff recommends the purchase of an additional storage for the Current Production Netapp Santricity E Series 2700 located at the Civic Center and a Netapp Santricity 2800 to be located at DPD to provide storage for existing data, video storage, and future digital data; along with backup and replication. This solution will provide more stable data storage, with a longer overall life

and better preservation of data.
The above proposed solution will meet all City data requirements for the current and foreseeable future. Total cost of this project is anticipated to be $156,879.23
The 3 quotes and Statement of Work received for this agreement are attached. Staff recommends acceptance of the proposal from Presidio for a total amount not to exceed $156,879.23.

PRIOR COUNCIL ACTION: NONE

POTENTIAL OBJECTIONS: None Anticipated

STAFF REFERENCE: James E. Getz Jr., Chief of Police Shane G. Brandel, Deputy Chief of Police James Edwards, IT Director P Kay Nuernberger, IT Systems Administrator

BUDGET/TIME IMPLICATIONS:
Funds procured through a foundation grant.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Exhibit A	Exhibit
Exhibit B	Exhibit
Exhibit C	Exhibit
Storage Survey	Backup Material
Video Storage Solution	Backup Material
Statement of Work to be Performed	Backup Material

RESOLUTION NO. R2018-________

RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT AND SERVICES TO REPLACE THE DECATUR POLICE DEPARTMENT CRIMINAL INVESTIGATIONS PRODUCTION VIDEO STORAGE, FORENSIC WORKSTATIONS AND ADD NECESSARY ELECTRICAL SERVICES

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

Section 1. That the bids received for updating the police department's video storage presented herewith be, and it is hereby, received, placed on file and approved.

Section 2. That the bids of the bidders shown in Exhibit's A, B and C be accepted and purchase orders be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and the bidders for an amount not to exceed $156,879.23.

PRESENTED and ADOPTED this Fourth day of June, 2018.

____
JULIE MOORE WOLFE, MAYOR

ATTEST:

____
CITY CLERK

PRESIDIO™

QUOTE: 2003418813531-02
DATE: 05/04/2018

TO:
City of Decatur IL
P Kay Nuernberger
1 Gary K Anderson Plaza - 3rd Floor
Decatur, IL 62523

Pkay@decaturil.gov
(p) (217) 450-2213

FROM:
Presidio Networked Solutions Group, LLC
Tadd Gerst
401 SW Water St
Suite 601
Peoria, IL 61602

tgerst@presidio.com
(p) 309.306.7833

BILL TO:
City of Decatur IL

1 Gary K Anderson Plaza
Decatur, IL 62523

SHIP TO:
City of Decatur IL

1 Gary K Anderson Plaza
Decatur, IL 62523

Customer#: CITYO522
Account Manager: Tadd Gerst
Inside Sales Rep: Amy Peterson
Title: NetApp Expansion Shelf & 2800 Array - UPS

#	Part #	Description	Unit Price	Qty	Ext Price
NetApp Expansion Shelf					
1	DEXX00-EXP-R6	Expansion Shelf,DEXX00,Model	$0.00	3	$0.00
2	E-X5682A-AD-R6-C	Enclosure,2U-12,DE1600,Empty,2PSU,Add-On,-C	$952.84	3	$2,858.52
3	E-X30030A-0E-R6-C	ESM,SBB-2,0E,-C	$371.61	6	$2,229.66
4	E-X4107A-AD-0E-C	DSK DRV,10TB,7.2k,Non-FDE,DE1600,Add,0E,-C	$852.80	36	$30,700.80
5	X-26002-00-0E-R6-C	Cable,SAS HD to miniSAS,SAS2,1m,0E,-C	$71.47	12	$857.64
6	OS-SANTRCTY1-CAP1-AD-C	OS Enable,Per-0.1TB,SANTRCTY,Cap-Stor,AD,-C	$2.90	3600	$10,440.00
7	X-52197-00-0E-C	Power Cords,In-Cab,2m,C14-C13,E-Series,0E,-C	$25.24	3	$75.72
8	CS-O2-NOINSTALL-4HR	SupportEdge Premium 4hr Onsite, w/o Install	$3,377.17	3 for 36 mo(s)	$10,131.51
			Total (NetApp Expansion Shelf):		**$57,293.85**
NetApp E Series 2800 Array					
9	E2812	TITLE	$0.00	1	$0.00
10	E-X5724A-0E-C	Enclosure,2U-12,DE212C,Empty,2PSU,913W,0E,-C	$943.00	1	$943.00
11	E2800A-8GB-ISCSIBT-0E-C	E2800A,8GB Cntrlr,No HIC,10Gb Base-T,2-pt,-C	$2,652.19	2	$5,304.38
12	E-X4131A-0E-C	DSK DRV,12TB,7.2k,12Gb,Non-FDE,DE212C,0E,-C	$777.98	12	$9,335.76
13	OS-SANTRICITY1-CAP1-0E-C	OS Enable,Per-0.1TB,SANTRCTY,Cap-Stor,0E,-C	$2.55	1440	$3,672.00
14	X-56023-00-0E-C	HIC,E2800,10Gb Base-T,2-ports,-C	$931.22	2	$1,862.44
15	X-00061-00-0E-C	Battery,E2800,E5700,0E,-C	$106.08	2	$212.16
16	DOC-DE2XXC-SYS-C	Install Documents,System,DE212C,DE224C,-C	$0.00	1	$0.00

17	X-33107-00-0E-C	Power Cords,North America,110V,E-SERIES,0E,-C	$16.50	1	$16.50
18	CS-O2-NOINSTALL-4HR	SupportEdge Premium 4hr Onsite, w/o Install	$6,819.76	1 for 36 mo(s)	$6,819.76
19	DE212C-E2800-EXP	Header line	$0.00	2	$0.00
20	E-X5723A-DM-0E-C	Encl,2U-12,DE212C,Empty,2PSU,913W,DM,0E,-C	$943.01	2	$1,886.02
21	E-X5720A-0E-C	IOM12,SAS,12Gb,E-Series,0E,-C	$624.73	4	$2,498.92
22	E-X4131A-0E-C	DSK DRV,12TB,7.2k,12Gb,Non-FDE,DE212C,0E,-C	$777.98	16	$12,447.68
23	OS-SANTRICITY1-CAP1-0E-C	OS Enable,Per-0.1TB,SANTRCTY,Cap-Stor,0E,-C	$2.55	1920	$4,896.00
24	X-26004-00-0E-C	Cable,miniSAS HD-miniSAS HD,SAS3,1m,0E,-C	$70.73	8	$565.84
25	X-50510-00-C	Blank,Dsk Drv Filler,DE212C,-C	$11.79	8	$94.32
26	X-33107-00-0E-C	Power Cords,North America,110V,E-SERIES,0E,-C	$16.50	2	$33.00
27	CS-O2-NOINSTALL-4HR	SupportEdge Premium 4hr Onsite, w/o Install	$3,521.21	2 for 36 mo(s)	$7,042.42
28	X6561-R6	Cable,Ethernet,2m RJ45 CAT6	$2.99	10	$29.90
		Total (NetApp E Series 2800 Array):			**$57,660.10**
APC UPS					
29	SMX3000RMLV2U	APC Smart-UPS X 3000 Rack/Tower LCD - UPS - AC 120 V - 2.7 kW - 3000 VA - RS-232, USB - output connectors: 7 - 2U - black	$1,447.64	2	$2,895.28
		Total (APC UPS):			**$2,895.28**
Presidio Professional Services					
30	PS-SVC-FF	Fixed Fee for Presidio employee labor	$17,700.00	1.0000	$17,700.00
		Total (Presidio Professional Services):			**$17,700.00**

Sub Total:	**$135,549.23**
Grand Total:	**$135,549.23**

Quote valid for 30 days unless otherwise noted.

Additional Terms
The following terms and conditions shall govern this agreement unless a valid Master Services & Product Agreement or other similar agreement ("Master Agreement") between the parties has been executed and is in force, in which case the terms of the Master Agreement shall prevail to the extent that they are inconsistent with the following terms and conditions.
1. Purchase Orders, Invoicing, Payment and Acceptance. Any purchase order submitted by CLIENT in connection with this agreement shall be deemed subject to these Additional Terms and this agreement. Unsigned, electronically submitted purchase orders shall be deemed to include CLIENT's electronic signature and shall be binding to the extent accepted by Presidio. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed. Further, CLIENT represents that Presidio can rely on such CLIENT signature for payment.
Presidio shall invoice CLIENT for the Products and/or Services in accordance with the terms stated in the agreement. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
CLIENT shall make payment to Presidio within thirty (30) days from the date of invoice. Except for taxes due on Presidio's net income, CLIENT shall pay all taxes. Presidio reserves the right to bill CLIENT for additional work requested by CLIENT and performed by Presidio, and for applicable expenses incurred by Presidio pursuant to providing such additional services, which are not described in this agreement.
Unless otherwise indicated in this agreement, CLIENT agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this agreement, Projects shall be deemed accepted upon the earlier of Presidio's receipt a signed Project Completion and Acceptance document which has been signed and dated by an authorized representative of CLIENT, or thirty (30) calendar days from the date of the delivery of the final Project deliverable. If acceptance is refused, the Client shall provide, in writing to Presidio, its reasonable basis for refusal, prior to the expiration of the thirty (30) calendars day period. Presidio shall address the issue before subsequent work is undertaken.
2. Shipment of Product. All Products delivered to CLIENT hereunder shall be shipped FOB origin, freight collect. Title and risk of loss shall pass to CLIENT at point of origin. Products shall be deemed accepted upon delivery.
3. Limitations of Warranties. Presidio warrants that Services shall be provided by competent personnel in accordance with applicable professional standards. ALL PRODUCTS PROVIDED BY PRESIDIO ARE PROVIDED "AS IS", WITH ALL FAULTS. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER (OEM) WARRANTIES, CERTIFICATIONS AND GUARANTEES, IF ANY, ARE PASSED THROUGH TO CLIENT.
4. Intellectual Property. CLIENT acknowledges that Presidio, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any Presidio software provided to CLIENT as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by Presidio, it is provided by nontransferable, nonexclusive license for CLIENT'S internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. CLIENT shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.
5. Confidential Information. The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "CLIENT" lists or other "CLIENT" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this Proposal. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care.
6. Limitation of Liability. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, Presidio will have no responsibility for the adequacy or performance of (in) any third party software provided to Presidio under this agreement; (ii) any hardware, and (iii) any services provided by any third party.
7. Non-Solicitation Provision. During the term of this agreement and for twelve (12) months thereafter, CLIENT will not solicit for a permanent or other position any employee or subcontractor of the other party to whom that party was introduced as a result of this agreement. Should CLIENT solicit and/or hire an employee or contractor from PRESIDIO, CLIENT shall pay to PRESIDIO an administrative fee equal to 1 year's salary of the employee's new salary at CLIENT.
8. Export Law Compliance. CLIENT has been advised that all Products purchased hereunder and Presidio Confidential Information is subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.
9. Force Majeure. Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.
10. Choice of Law and Venue. The parties will attempt to settle any claim or controversy arising under this agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. This agreement and all matters relating thereto shall be governed exclusively by the substantive law of the State of Michigan. Any dispute relating directly or indirectly to this agreement or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in Kent County, Michigan, that being the exclusive venue for any dispute between or any claims held by any of the parties to this agreement.
11. Miscellaneous. This agreement constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this agreement shall be incorporated. This agreement shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by Presidio be requested by CLIENT, fees for such additional Services will be negotiated with CLIENT prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional agreement as appropriate. Presidio will invoice CLIENT for any additional work performed and expenses incurred which are not described in this agreement. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
12. Severability. The provisions of this Agreement are severable. If any provision of this Agreement or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature ______________________ Date ____________

Estimate

PO Box 252
Wyoming, DE 19934
DUNS: 968093398, GSA:
GS35F363DA

Estimate Number: 2018-0340

Date: 5/7/2018

Expires on: 6/6/2018

Payment Terms:

Net 30

BILL TO

Decatur Police Department
P Kay Nuernberger

SHIP TO

Detective Todd R. Koester
Decatur Police Department
Juvenile Investigations Division
707 W. South Side Dr.
Decatur, Il 65251

Prodcut/Service	Quantity	Price	Total Amount
TALINO KA-NANO Forensic Workstation - Intel Core i7-7700K 4.2 GHz Kaby Lake Processor - 32GB of DDR4 2400 MHz high end RAM - One (1) 512GB SSD for the Operating System - One (1) 4 Port USB 3.0 Front Panel & two (2) USB 2.0 - One (1) 3.5" Hot Swap Tray totaling Three (3) Removable Bays - One (1) Tableau T-3iu Write-Blocker - Forensic Card Reader as Front Panel - One (1) 1000 Watt Power Supply Unit - High End Fans throughout the Entire System for Maximum Cooling Efficiency - Microsoft Windows 10 Professional 64 Bit - Three (3) Year Standard Warrant	4	4,995.00	19,980.00

Total: USD 19,980.00

Note: Please send any Purchase Orders or responses related to this quote to sales@sumuri.com to expedite your order and/or service.

Maximum shipping times for TALINO Workstations is three (3) weeks or less. If any exceptions or delays occur which could affect the stated shipping times the customer will be notified immediately.

There will be a late fee of 1.5% in addition to a 1.5% interest charge per month on past due invoices.

For technical questions about TALINO please contact mkressel@sumuri.com. For questions about software or training please contact sales@sumuri.com.

Payments by Credit Cards over the amount of $10,000 USD will be charged an additional 3% fee. Orders over $250,000.00 require a 50% deposit. All International Orders require a 50% deposit.

For International orders:Unless otherwise indicated on the Estimate all Shipping, Duties, Taxes and Fees are the sole responsibility of the recipient

Electrical Service Company
A Division of Bodine Electric of Decatur
1845 N. 22nd Street • P.O. Box 976 • Decatur, IL 62525 • 217-429-6868 • Fax 217-420-4291

May 10, 2018

Duane Richards
Systems Administrator
City of Decatur

Re: Police Department – IT Receptacles

Electrical Service Company, a division of Bodine Electric of Decatur, (ESC) is pleased to offer the following price of one thousand three hundred fifty dollars ($1,350.00) for the electrical portion of the above-mentioned project.

We will provide the materials, labor, supervision and miscellaneous supplies to provide the electrical installation as detailed in information listed below:

Scope of work is as follows:

- Provide and install 2 new 30-amp receptacle at the IT racks. These receptacles are to be L5-30R.
- Install the needed breakers.
- Install needed conduit and wire to the receptacles.
- Install receptacles, test voltage, and label.

Costs for premium wages are not included in this proposal. Our standard working hours are 7:00AM – 3:30PM, Monday through Friday excluding holidays.

Use of this estimate is based upon the understanding that ESC has necessarily assumed certain conditions in order to arrive at its best estimate for doing the work. In the event that actual conditions significantly vary from our assumptions, then a fair adjustment to the price is expected. These included:

- Physical conditions significantly different that could be determined from a reasonable inspection of the worksite and/or information supplied by customer.
- Inability to start work to have reasonably uninterrupted access to ESC's work until completed.
- Reasonably prompt resolution of any questions that may arise in the course of the work, including any necessary approvals by the customer or its agents.
- This quotation is valid for 30 days.
- Standard insurance coverage currently in effect at the time of submission. All non-standard insurance requirements shall be waived or the direct cost paid by the requestor.
- ESC's payment terms are 10 days from date of invoice.
- Bodine Electric's Credit Agreement outlines our terms and will need to be completed and returned if proposal is accepted.

- In the attempt to collect payment for the work performed, the customer will be responsible for the reimbursement of attorney's fees, interest, and fees incurred during the collection attempt.

We further reserve the right to negotiate the terms of any form of subcontract that the customer may wish to use. Additionally, if the subcontractor includes language binding ESC to a prime contract, then said contract shall be included in this reservation of rights.

Thank you for the opportunity to offer this estimate. Please contact me if you have any questions or if we can be of further assistance.

Sincerely,

Jason Paradee
Electrical Service Company
Phone 217-420-4279
Fax 217-420-4291
Cell 217-521-1856
E-mail jparadee@bodinemail.com

I have the authority to order the above work and do so order as outlined above.

Authorized Name (Please Print)______________________________________

Authorized Signature ____

Customer Order # ____

Date: _____/_____/_____

April 13, 2018

TO: Jim Edwards, IT Director
Jim Getz, Chief of Police
Dave Dickerson, Deputy Chief
Duane Richards, Systems Administrator

FROM: PKay Nuernberger, Systems Administrator

Video Storage Management Survey – Champaign, Springfield and Decatur Police Departments

A survey was conducted with the above-named Police Departments for discovery of how other Police Departments manage their video storage. Below is a summary of my findings.

Champaign Police Department – Mark Reckowsky, IT Lead

- Due to a huge growth in video files, Champaign added an IT position who spends 50% of their time in Police forensics to manage video storage, and train police staff; and 50% of their time supporting other police devices/desktops
- They have only 2 police staff members in forensics who have access to compile videos from all devices. They classify them in either Investigative or Evidentiary for retention purposes.
- They utilize Arbitrator to import and manage videos files outside the Arbitrator system, such as Media Solve and Digital Asset Management.
- They utilize a NAS box as "cold storage" for od murder cases
- They only allow low density (720) for videos.
- Total size of video storage utilized is approximately **116TB** of data.

Springfield Police Department – Michael Gardner, Forensics

- They utilize Cloud storage for much of their video storage
- They keep only a low resolution (720p HD) to conserve space
- Videos from body cameras, security cameras and in-car have retention set
- Phone dumps, evidence photos and interview room do not have retention set
- Total size of video storage utilized is **93TB**

Decatur Police Department – Duane Richards

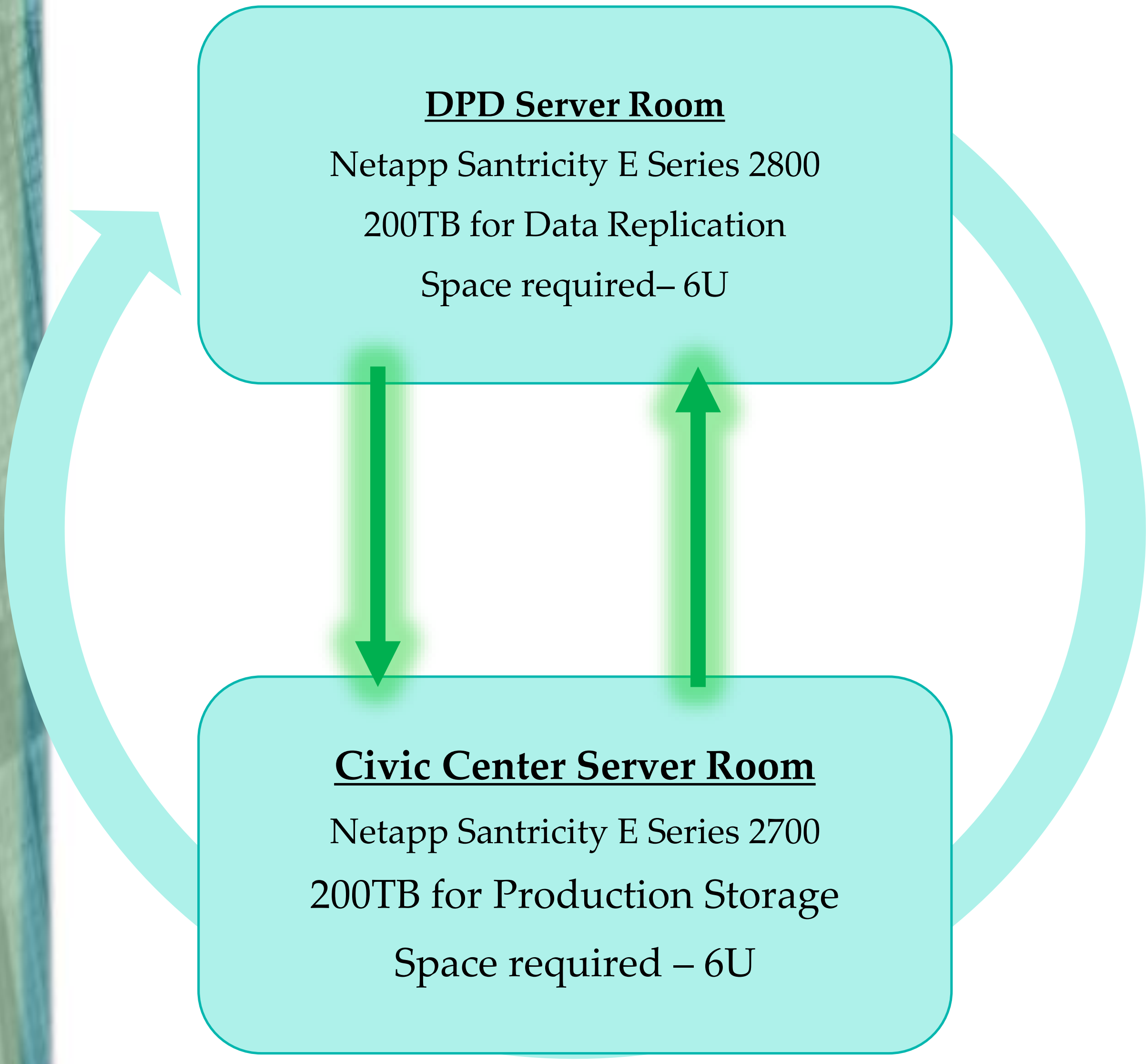
- High resolution videos in various systems
- Arbitrator videos have retention set
- Pole cameras, Interview videos – no retention set.
- Cellebrite – no retention set
- Total size of storage is **92TB**

Please see attached excel spreadsheet for details.

DPD Video Storage Solution

Netapp Santricity - Series Storage Solution

- **<u>Netapp Storage Solution</u>**
  - ➢Netapp Santricity E Series 2800
  - ➢Netapp Santricity E Series 2700
  - ➢2 APC Smart-UPS 3
  - ➢Replication between DPD and Civic Center for disaster recovery purposes.



CITY OF DECATUR

NETAPP STORAGE IMPLEMENTATION FOR POLICE VIDEO

May 24, 2018

STATEMENT OF WORK

PRESIDIO®
Future. Built.

PRESIDIO®

PROPOSAL TEAM

Name	Company/Function	Phone	Email
Tadd Gerst	Presidio Account Manager	309.306.7833	tgerst@presidio.com
Joe Tarin	Presidio Solutions Architect	317.608.6021	jtarin@presidio.com

REVISION HISTORY

Revision	Revision Date	Name	Notes
V0.1	5/24/2018	Joe Tarin	First Internal Release
V1.0	5/29/2018	Joe Tarin	First Client Release

Contents

1. EXECUTIVE OVERVIEW

1.1. Introduction

Presidio Networked Solutions Group, LLC ("Presidio") is pleased to propose the following solution to City of Decatur ("Client"). This Proposal summarizes the results of the Pre-Sales Envisioning and Proposal Phases and details the services to be provided by Presidio.

1.2. Solution Overview

The intent of this project is to complete the following:

- The City of Decatur would like to consolidate police camera video to a centralized, redundant storage array to ensure the data integrity is kept and video is easily accessible when needed. Today, video is stored on various removable, non-enterprise grade storage devices which poses a risk to the organization. The solution presented to City of Decatur includes expanding their current NetApp E2700 storage array with 200TB of additional storage and providing a new, secondary storage array as a replication target to ensure the video files are kept in 2 locations for redundancy. Replication of the video LUN's will be accomplished over iSCSI between the 2 locations.

1.3. Locations

Presidio will complete services work as defined in this Statement of Work for the location(s) identified in the below table:

Site Name	Installation Address
City of Decatur PD	707 W South Side Dr Decatur, IL 62521

1.4. Resources

1.4.1. Project Manager

Presidio will provide a Project Manager (PM) who is experienced in project management best practice methodologies.

The Project Manager will:

- Act as the primary point of contact for the project team
- Conduct an Internal Kickoff Meeting and External Kickoff Meeting via WebEx
- Schedule Presidio resources for tasks associated with the project
- Work with City of Decatur and Presidio project personnel to prioritize and plan the activities for the duration of the engagement
- Review and communicate Status Updates via email
- Setup and manage the Presidio Project Portal Site with:
  - Task Management
  - Schedule Management
- Create an implementation schedule with all necessary tasks and associated timelines.
- Conduct a Project Closure meeting via WebEx, at the conclusion of the project and complete the Project Completion Acknowledgement Document (PCAD).
- Provide a Customer Satisfaction Survey for City of Decatur to provide feedback on the project experience and to improve Presidio's partnership with City of Decatur.

1.4.2. Engineering Personnel

Presidio will assign an engineer(s) or architect(s) who will lead this project from a technology and design perspective. Presidio resources will work closely with the City of Decatur technical team to ensure that the activities and deliverables outlined within this SoW are accurate and in line with the overall project goals.

The following roles will be utilized to complete the tasks outlined within this Statement of Work.

- Data Center Engineer

2. SYSTEMS ENGINEERING AND PLANNING PHASE

2.1. Introduction

The Systems Engineering and Planning Phase is utilized for the project management and engineering teams to develop the technical detailed design of the solution, confirm the assumptions listed in this document, and develop a project plan. This phase will determine if there is a need for additional product and/or services due to changes in assumptions or responsibilities. If any changes are identified, an applicable change order will be provided.

2.2. Project Kickoff Meeting

The Presidio Project Manager will schedule and conduct a Project Kickoff Meeting between Client and Presidio resources assigned to this project.

- Introduce Professional Services team
- Introduce Client contacts and project sponsors
- Verification of roles and responsibilities
- Review client timelines and set operational dates
- Review this Statement of Work and all project deliverables and assumptions
- Review hardware and software requirements against bill of materials
- Identify resources throughout the life of the project

2.3. Systems Engineering and Planning Phase Design Topics

The Primary function of the System Engineering & Planning phase is to conduct design session between Presidio and City of Decatur. During these design meetings, the following elements will be identified, reviewed and/or defined:

- Disk shelf add for existing E2712 array
- New E2812 array install at DR location
- Networking parameters for iSCSI replication interfaces
- Volumes to be replicated between sites

Upon completion of the design sessions:

- Presidio will provide a Systems Engineering Report (SER) that documents the systems configurations parameters and integration required for the implementation.
- The Systems Engineering Report will be reviewed, approved and signed-off by City of Decatur prior to Presidio beginning the activities outlined in the Execution Phase.

3. EXECUTION PHASE

3.1. Introduction

The Execution Phase of this project consists of implementing the detailed design, which was developed and finalized in the Systems Engineering and Planning Phase and documented in the Systems Engineering Report (SER).

3.2. Implementation and Testing

3.2.1. Implementation

Presidio will configure and implement the following:

- E2712 (existing storage) Shelf Add
  - Upgrade SANtricity code to latest supported release (Off-hours)
  - Rack/Stack/Cable three (3) DE1600 drives shelves
  - Expand current DDP to include thirty-six (36) new 10TB drives
  - Create new volumes per SER
  - Present volumes to virtual file server (customer provided)
- E2812 (new storage)
  - Rack/Stack/Cable one (1) new E2812 controller
  - Rack/Stack/Cable three (3) DE1600 drive shelves
  - Create DDP with forty-eight (48) new 12TB drives
- Asynchronous replication configuration
  - Create iSCSI interfaces for replication
  - Configure replication between police video volumes

3.2.2. Testing

Presidio will test and verify the configuration of the following:

- Replication sessions between NetApp Volumes is successful

3.3. Knowledge Transfer

3.3.1. Administration Training

Presidio will provide up to four (4) hours of instruction to staff to explain the settings and day-to-day management for the following components:

- New NetApp E2812 storage array
- Management of replication sessions between storage arrays

3.4. Project Closure

At the completion of the project, Presidio will perform a Project Closure Meeting. Presidio and the Client will:

- Review the final deliverables for the engagement.
- Review project objectives to ensure that they have been completed as outlined within the SoW.
- Identify any follow-on items or actions that may be required or desired by the client.
- Presidio and City of Decatur shall agree that this project is complete once all items within this Scope of Work are complete.

4. ASSUMPTIONS

Presidio makes the following assumptions in developing this Statement of Work. By signing this SoW, client agrees that these assumptions are correct and valid. Any changes to the following assumptions must be processed using Presidio Change Management Process and may impact the project duration and labor requirements.

4.1. General Assumptions

The following project assumptions are made and will be verified as part of the engagement:

- All Presidio activities will take place during normal working hours (Monday through Friday, 8:00 AM to 5:00 PM, excluding holidays) unless noted as "Off Hours" in this SOW.
- If product is delivered to or staged at a Presidio facility, the acceptance of the hardware and software by Client occurs upon the receipt of good at Presidio.

4.2. Project Assumptions

- Adequate power and cooling existing in both locations to support new storage arrays
- 8u of rack space is available at DR site to support new storage array
- Adequate number of 1GbE copper connections exist at DR site to support new array

4.3. Out of Scope

Installation or configuration of the following items is considered out of scope for this engagement:

- Any items or tasks not explicitly listed as in-scope within this SoW are considered to be outside of the scope and not included within this SoW.

4.4. Client Responsibilities

The following items are listed as responsibilities of City of Decatur for this engagement. City of Decatur is responsible for performing the items and activities listed in this section, or arranging for them to be performed by a 3rd party if appropriate.

- Provide a single Client point of contact with the authority and the responsibility of issue resolution and the identification, coordination and scheduling of Client personnel to participate in the implementation of the SOW
- Participate in System Engineering and Planning sessions and workshops
- Provide or procure all appropriate hardware, software, licensing and media required for implementation of the SoW
- Supply current equipment configuration for review if applicable
- Schedule appropriate maintenance windows for system upgrades or installs and notify user community

- Uninstall and dispose of all equipment retired as part of this project
- Provide all required physical access to the Client's facility (identification badge, escort, parking decal, and so forth), as required by the Client's policies; and will provide all required functional access (passwords, IP address information, and so forth), as required for Presidio to complete the tasks
- Validate the site readiness prior to the dispatch of Presidio personnel to perform the services being contracted
- Provide adequate facilities for the installation of the hardware. This includes all necessary peripheral hardware (KVM ports or monitors, keyboards, mice, network access, etc.) as well as electrical and spatial needs and required Antivirus software
- Provide high-speed access to the Internet for verification of device support requirements and for software downloads
- Verify operation of the installed/upgraded equipment per the pre-defined Verification Plan
- City of Decatur will meet Milestones as defined for the project, and if delayed, will notify the Presidio team immediately. Delays or milestones not completed can cause delays in project timeline or additional deployment costs.
- Creation of Windows file server to support network share for police video uploads is out of scope
- Installation of two (2) APC SmartUPS' will be installed by City of Decatur prior to start of this engagement

4.5. Project Change Request Process

There may be instances when the scope or requirements of a project will need to be modified or the client will request a change to the project scope during a project. If this happens:

- A Project Change Request (PCR) will be created by the project presales and service delivery teams and presented to the client for client approval.
- The PCR will indicate any changes in services or deliverables, both added and removed from the scope, along with any associated charges or credits if applicable.
- The Project Change Order/Request will be considered an addendum to the proposal and will be performed accordingly.

4.6. Project Deliverables

The following deliverables will be created by Presidio and provided to City of Decatur as part of the engagement.

Document	Description

System Engineering Report (Design Document)	Detailed design; project logistics including schedule, testing plans and training plans. Hardware and Software configuration descriptions, diagrams if applicable.
Confirmed BOM (if not already provided)	Finalized hardware, software and licensing components if not already provided
Final Project Documentation	As-Built or As-Implemented documentation Visio Diagrams Copies of device configurations if applicable
Project Completion and Acknowledgement Document (PCAD)	Agreement that project is complete

5. PRICING

Presidio is providing a Fixed Fee Price (FFP) as part of this Proposal.

Presidio will invoice City of Decatur based on the project milestone(s) listed below:

Billing Milestone	Percentage	Amount
Project Start	25.00%	$ 4,425.00
Project Closure	75.00%	$ 13,275.00
	Total:	$ 17,700.00

5.1. Expenses

Travel and incidental expenses incurred by Presidio in association with the execution of this Proposal are included in the pricing above.

5.2. Travel Time

Travel to and from the work site(s) by Presidio resources in association with the execution of this agreement is included in the pricing above.

6. TERMS AND CONDITIONS

The following terms and conditions shall govern this agreement unless a valid Master Services & Product Agreement or other similar agreement ("Master Agreement") between the parties has been executed and is in force, in which case the terms of the Master Agreement shall prevail to the extent that they are inconsistent with the following terms and conditions.

1. **Purchase Orders, Invoicing, Payment and Acceptance.** Any purchase order submitted by CLIENT in connection with this agreement shall be deemed subject to these Additional Terms and this agreement. Unsigned, electronically submitted purchase orders shall be deemed to include CLIENT's electronic signature and shall be binding to the extent accepted by Presidio. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed. Further, CLIENT represents that Presidio can rely on such CLIENT signature for payment.

   Presidio shall invoice CLIENT for the Products and/or Services in accordance with the terms stated in the agreement. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.

   CLIENT shall make payment to Presidio within thirty (30) days from the date of invoice. Except for taxes due on Presidio's net income, CLIENT shall pay all taxes. Presidio reserves the right to bill CLIENT for additional work requested by CLIENT and performed by Presidio, and for applicable expenses incurred by Presidio pursuant to providing such additional services, which are not described in this agreement.

   Unless otherwise indicated in this agreement, CLIENT agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this agreement, Projects shall be deemed accepted upon the earlier of Presidio's receipt a signed Project Completion and Acceptance document which has been signed and dated by an authorized representative of CLIENT, or thirty (30) calendar days from the date of the delivery of the final Project deliverable. If acceptance is refused, the Client shall provide, in writing to Presidio, its reasonable basis for refusal, prior to the expiration of the thirty (30) calendars day period. Presidio shall address the issue before subsequent work is undertaken.

2. **Shipment of Product**. All Products delivered to CLIENT hereunder shall be shipped FOB origin, freight collect. Title and risk of loss shall pass to CLIENT at point of origin. Products shall be deemed accepted upon delivery.
3. **Limitations of Warranties. Presidio warrants that Services shall be provided by competent personnel in accordance with applicable professional standards. ALL PRODUCTS PROVIDED BY PRESIDIO ARE PROVIDED "AS IS", WITH ALL FAULTS. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER (OEM) WARRANTIES, CERTIFICATIONS AND GUARANTEES, IF ANY, ARE PASSED THROUGH TO CLIENT.**
4. **Intellectual Property**. CLIENT acknowledges that Presidio, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any Presidio software provided to CLIENT as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by Presidio, it is provided by nontransferable, nonexclusive license for CLIENT'S internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. CLIENT shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.
5. **Confidential Information.** The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "CLIENT" lists or other "CLIENT" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this Proposal. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care.
6. **Limitation of Liability.** IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, Presidio will have no

responsibility for the adequacy or performance of (in) any third party software provided to Presidio under this agreement; (ii) any hardware, and (iii) any services provided by any third party.

7. **Non-Solicitation Provision.** During the term of this agreement and for twelve (12) months thereafter, CLIENT will not solicit for a permanent or other position any employee or subcontractor of the other party to whom that party was introduced as a result of this agreement. Should CLIENT solicit and/or hire an employee or contractor from PRESIDIO, CLIENT shall pay to PRESIDIO an administrative fee equal to 1 year's salary of the employee's new salary at CLIENT.
8. **Export Law Compliance.** CLIENT has been advised that all Products purchased hereunder and Presidio Confidential Information is subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.
9. **Force Majeure.** Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.
10. **Choice of Law and Venue.** The parties will attempt to settle any claim or controversy arising under this agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. This agreement and all matters relating thereto shall be governed exclusively by the substantive law of the State of Michigan. Any dispute relating directly or indirectly to this agreement or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in Kent County, Michigan, that being the exclusive venue for any dispute between or any claims held by any of the parties to this agreement.
11. **Miscellaneous.** This agreement constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this agreement shall be incorporated. This agreement shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by Presidio be requested by CLIENT, fees for such additional Services will be negotiated with CLIENT prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional agreement as appropriate. Presidio will invoice CLIENT for any additional work performed and expenses incurred which are not described in this agreement. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
12. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

PRESIDIO®

7. AUTHORIZATION TO PROCEED

The use of signatures on this Proposal is to ensure agreement on project objectives and the work to be performed by Presidio.

Presidio signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Presidio on this project.

This Proposal is valid for a period of sixty (60) days from the date that this proposal is provided by Presidio to City of Decatur unless otherwise agreed to by both parties.

City of Decatur Representative

Signature Date

Printed Name

Invoice/Bill to Address

Presidio Representative:

DocuSigned by:
5690E9A3E78E455

5/29/2018

Signature Date

Jason Burton Professional Services Director

Printed Name & Title

Please sign and return the entire document to Presidio.

Thank you.

DATE: 5/23/2018

MEMO: 2015-26

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Resolution Authorizing a Project Development Agreement with Johnson Controls to Develop Energy Improvement Measures for the City,
City Project 2018-07

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest to a Project Development Agreement between the City of Decatur and Johnson Controls, Inc., to develop energy improvement measures for the City for a fee of $68,208.

BACKGROUND:
Preliminary estimates indicate that potential yearly electricity savings could range between $140,000-$190,000 if LED lights were installed in City owned street lights. In addition, Ameren rebates could range between $230,000-$280,000. Retrofit project costs could range between $2-$2.5 million. An in-depth review of City street lighting as part of a facility improvement plan will help determine if it will be productive for the City to pursue the installation of energy efficient fixtures in its street lighting system.

In an effort to reduce energy costs and increase the efficiency of the City's infrastructure, City staff approached Johnson Controls to assist in developing energy cost reduction and facility improvement measures aimed at reducing the electricity costs incurred by the City. Ameren Illinois is currently providing significant rebates for the installation of more energy efficient systems such as street lighting.

The City owns over 1,100 street lights at various locations in the City. These include the lights at the following locations:

1. West Main from downtown to Millikin
2. Downtown
3. Eldorado through the downtown
4. Wabash Crossing
5. Downtown parking lots, including the library, the Civic Center, and parking garages
6. Various bridges such as Franklin Street Overpass, Garfield/CNIC RR, Sands Overpass, etc.

Project Development Agreement
The project development agreement will look at the following facility improvement measures:

1. Identify and evaluate potential street lighting upgrades to use LED technology.

1. Review possible HVAC improvement opportunities to save energy at the Library and Civic Center.

1. Review opportunities for building automation system improvements in the Library and Civic Center.

1. Identify possible interior and exterior lighting improvements other than street lighting.

1. Identify possible renewable energy improvements at City buildings.

The proposed fee is $68,208, which will be funded from the Council approved 2018 budget. In the event the Project Development Agreement results and analysis performed by Johnson Controls leads to an energy savings project under the direction of Johnson Controls, the $68,208 fee will be rolled into the project and the fee will not be incurred by the City from the 2018 budget.

LEGAL REVIEW: The agreement was approved by the Corporation Counsel on May 31, 2018.

SCHEDULE: DESIGN AND CONSTRUCTION:

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

PRIOR COUNCIL ACTION:
In 2012 and 2013, the City Council entered into agreements with Johnson Controls to evaluate and implement energy and water efficiency projects for the City. While some work was done in evaluating the City's street lights, it was determined not to pursue street lighting efficiencies at that time. Johnson Controls served the City well through those projects and City staff recommends building on the street lighting work they performed previously.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: Johnson Controls

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

BUDGET/TIME IMPLICATIONS:

Budget Impact:

The proposed fee is $68,208, which will be funded from the Council approved 2018 budget. In the event the Project Development Agreement results and analysis performed by Johnson Controls leads to an energy savings project under the direction of Johnson Controls, the $68,208 fee will be rolled into the project and the fee will not be incurred by the City from the 2018 budget.

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

COPY: Johnson Controls

ATTACHMENTS:

Description	Type
Resolution Johnson Controls	Resolution Letter
Johnson Controls Agreement	Backup Material

RESOLUTION NO. ___________

RESOLUTION AUTHORIZING A PROJECT DEVELOPMENT AGREEMENT WITH JOHNSON CONTROLS TO DEVELOP ENERGY IMPROVEMENT MEASURES FOR THE CITY CITY PROJECT 2018-07

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

Section 1. That the Project Development Agreement authorizing the development of energy improvement measures for the City, presented to the Council herewith between the City of Decatur and Johnson Controls, for a fee of $68,208, 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 Johnson Controls for a fee not to exceed $68,208.

PRESENTED and ADOPTED this 4th day of June, 2018.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
Debra G. Bright, City Clerk

PROJECT DEVELOPMENT AGREEMENT
BETWEEN

City of Decatur		**Johnson Controls, Inc.**
One Gary K. Anderson Plaza.	**AND**	**4231 Westgate Drive**
Decatur, IL 62523		**Springfield, IL 62711**

The purpose of this Project Development Agreement (PDA) is to confirm the intent of Johnson Controls, Inc. (JCI) and the Customer named above to develop an Energy Savings Performance Contract ("Program"). This agreement will provide the basis of the scope of the PDA, the obligations of both parties, the financial metrics to be met, the intended outcomes and timeline.

1. Scope of Services

It is the Parties' mutual understanding this PDA will identify the anticipated outcomes of the Program, if implemented, the roles and responsibilities of each party in developing a preliminary Program Pro-Forma, as well as the requirements necessary in order for the parties to enter into a subsequent formal agreement to implement the Program. It is both Parties' mutual understanding that this PDA will include the facilities and public infrastructure as listed below:

- City Street Lighting
- Civic Center
- Library
- City Parking Lots

Provide for the development of Facility Improvement Measures (FIMs) at some or all of the Customer's facilities that will fund themselves out of energy, operational savings and capital cost avoidance. Where possible assist the Customer by providing additional improvements to reduce the Customer's deferred maintenance backlog or desired facility improvement measures not affordable otherwise. The FIMs of focus for the PDA are listed below:

- **LED street lighting conversion:** Evaluate and identify possible street lighting upgrades to LED. Provide customer with smart technology level options throughout the development that can become part of a smart city plan.
- **HVAC:** Evaluate and identify existing HVAC equipment at customer sites named above. Determine possible efficiency and life-cycle improvements. Focus will be on major equipment systems (e.g. boilers, chillers, air-handling units, VAV boxes, unit ventilators, etc.)
- **Building Automation System (BAS):** Evaluate and identify opportunities for BAS upgrades and integration of buildings to existing BAS.
- **LED interior and exterior conversion:** Evaluate and identify possible interior and exterior lighting upgrades to LED. Provide customer with technology options throughout the development that can become part of a smart plan.
- **Renewable Energy** Evaluate and identify possible renewable energy improvements throughout the Customer's buildings (e.g. solar, etc.)

Additional FIMs can be evaluated if agreed upon by both parties.

JCI will also provide the following to the customer as a part of the PDA:

a. Assist the Customer in arranging for project funding;
b. Utilize the Customer's most recent 24 months of utility consumption data, generally covering the time period of December 2016 to Jan 2018. Consumption data is attached to this agreement and includes the following utilities that are applicable: electricity, natural gas, water, and sewer;

2. Development Schedule

During the development of the PDA, JCI and the Customer shall meet at the 25%, 50% and 90% completion stages to ensure that both parties are in agreement with the progress. It is the intent and commitment of all parties identified in this Agreement to work diligently, and cause others under their direction to work diligently to achieve the Milestone Schedule identified herein:

Milestone*	Customer Complete Date
PDA signed by City Manager	6/4/2018
JCI requests pertinent Customer Documents and Data to execute the development	6/5/2018
JCI Commences on-site development work	6/5/2018
Complete Audit of City Streetlights	6/15/2018
Facility Audit completed	6/18/2018
ECM Workshop	6/28/2018
JCI and Customer Measure &Verification workshop	7/6/2018
Form of financing established for the project	7/6/2018
Final ECM workshop	7/6/2018
JCI provides final contract amendment for Customer legal review	7/6/2018
Customer staff reviews contract for Customer comments	7/9/2018
Final documentation due for board approval	7/11/2018
Council approves project	7/16/2018
Contract executed	7/30/2018

*These milestones may be modified by subsequent work plans mutually agreed upon by both parties.

3. Deliverables

Upon completion of the project development, JCI shall deliver to the Customer:

a. A written description of each FIM proposed to be implemented;
b. A financial pro forma cash flow documenting the proposed project. The pro forma will include applicable annual costs and savings that affect the project outcome such as financing, energy, water, sewer, labor and maintenance;
c. A preliminary schedule for implementation of the project;
d. A summary of the Measurement & Verification plan, including proposed IPMV protocols, such as Option A, B, C, or D that will be used for each FIM;
e. A firm offer by JCI to implement the project with the project Determinants indicated in Section 4;

4. Project Determinants

Project Determinants in the table below will be used by JCI and the Customer to determine the economic merit of the project, the values can change at any time throughout development as better information is made known. However for the purposes of determining whether or not JCI has met the success criteria identified in Paragraph 3 "Deliverables", the values indicated herein will be used upon completion of development to make such determination. Each party has a duty to inform the other of changes to any of the values indicated in a timely manner that may affect the success of the project.

	Determinant	Value	Unit
1	Project Term	20	years
3	Customer capital contribution	TDB	$ determined by customer
4	Electric escalation	3	% per year
5	Natural gas escalation	3	% per year
6	Operational savings escalation	3	% per year
7	Electric energy on-peak	TBD	$/kwh, based on recent bills
8	Electric energy off-peak	TBD	$/kwh, based on recent bills
9	Water	TBD	$/gal
10	Natural gas	TBD	$/mmbtu, based on recent bills
11	Capital Cost Avoidance	TBD	$ each, included where permitted by law
11	Operational/ Maintenance Savings	TBD	$ per year, included where permitted by law

5. Customer Priority FIMs

JCI will provide some Facility Improvement Measures (FIMs) that are essential to creating a project that meets the Customer's financial buying criteria. Examples of such FIMs may include but not be limited to FIMs such as lighting modifications, water saving fixture modifications and control system modifications. Normally, in addition to those FIMs which are essential creating a project that provides a positive cash flow, JCI can include other FIMs that help the Customer to achieve certain other desired results, such as building improvements or implementing improvements from the Customer's deferred maintenance budget.

Listed herein is a list of Customer Priority FIMs. The Customer Priority FIMs are listed in priority order in terms of importance to the Customer achieving his objectives. JCI and the Customer acknowledge that JCI will provide as many of the Customer Priority FIMs listed as possible while still meeting achieving the criteria listed in the Deliverables paragraph. The Customer acknowledges that the project may or may not include all of the Customer Priority FIMs listed but not limited to the following:

- Streetlights
  - LED lighting upgrades with smart controls
  - GIS mapping of current City owned streetlights within the City limits
  - Mapping will include: Latitude, longitude, approximate address, pole height, pole type, fixture type, fixtures color, lamp type and wattage
- Facilities
  - Library (LED lighting upgrades and HVAC improvements)
  - Decatur Civic Center (LED lighting upgrades HVAC improvements)

- Parking Lots
  - LED lighting upgrades

6. Records and Data

During the project development, the Customer will furnish to JCI upon its request, accurate and complete data concerning current: equipment performance data if available; costs; budgets; facilities requirements; future projected loads; facility operating requirements; collective bargaining agreements; etc. JCI will provide a separate document with a formal request for the required shortly after touring the Customer facilities. The Customer shall make every effort to provide that information within 5 days of request.

7. Preparation of Implementation Contract

JCI will develop the framework of the subsequent Implementation Agreement and the Financing Agreement if applicable. JCI and Customer shall work diligently during the project development to complete and populate contract documents. The form of the documents will vary depending on Customer requirements, state statute where applicable and JCI requirements, but where prudent shall utilize JCI standard documents.

8. Project Development Cost and Payment Terms

Customer agrees to the cost for JCI to provide project development services identified here in is $68,208 payable within 60 days after JCI provides the Deliverables identified herein.

However, Customer will have no obligation to pay this amount if:

a. JCI and the Customer enter into Contract Agreement within 60 days after JCI provides the Deliverables. Costs for project development will be transferred to the total cost of the Implementation Contract and be subject to the payment terms outlined in the Contract;
b. The project fails to meet the financial impact described in Section 3; in which case the Customer is not obligated to pay JCI for the development services;

Obligation to pay if JCI satisfies requirements - Customer shall pay the amount indicated if JCI satisfies the requirements set forth in Section 3 “Deliverables” and the Customer elects not to implement a project with JCI.

9. Indemnity

JCI and the Customer agree that JCI shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of JCI. To the extent permitted by law, JCI and the Customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents. Neither JCI nor the Customer will be responsible to the other for any special, indirect, or consequential damages.

10. Confidentiality

This agreement creates a confidential relationship between JCI and Customer. Both parties acknowledge that while performing this Agreement, each will have access to confidential information, including but not limited to systems, services or planned services, suppliers, data, financial information, computer software, processes, methods, knowledge, ideas, marketing promotions, current or planned activities, research, development, and other information relating to the other party ("Proprietary Information"). Except as authorized in writing both parties agree to keep all Proprietary Information confidential. JCI may only make copies of Proprietary Information necessary for performing its services. Upon cessation of services, termination, or expiration of this Agreement, or upon either party's request, whichever is earlier, both parties will return all such information and all documents, data and other materials in their control that contain or relate to such Proprietary Information. The City will keep confidential information that is exempt under the laws governing the Freedom of Information Act.

JCI and Customer understand that this is a confidential project and agree to keep and maintain confidentiality regarding its undertaking of this project. JCI shall coordinate its services only through the designated Customer representative and shall provide information regarding this project to only those persons approved by Customer. JCI will be notified in writing of any changes in the designated Customer representative.

11. Miscellaneous Provisions

CUSTOMER	JOHNSON CONTROLS, INC.
By	**By**
Signature	**Signature**
Title	**Title**
Date	**Date**

This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between JCI and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the Customer. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

This document represents the business intent of both parties and should be executed by the parties who would ultimately be signatory to a final agreement.

ATTACHMENT

Public Works

DATE: 5/23/2018

MEMO: 2018-27

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT:
Resolution Accepting the Bid and Authorizing the Execution of a Contract with A. C. Pavement Striping Company for Microsurfacing,
City Project 2018-24

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum and related attachments for Microsurfacing.

ATTACHMENTS:

Description	Type
2018-27 Memo	Cover Memo
2018-27 Resolution Accepting the Bid and Authorizing the Execution of a Contract with A C Pavement Striping Company for Microsurfacing, City Project 2018-24	Resolution Letter
2018-27 Location Map	Backup Material
2018-27 Bid Tab	Backup Material
2018-27 BLR 12320 CP 2018-24	Backup Material
2018-27 BLR 12321 CP 2018-24	Backup Material

Public Works Memorandum
NO. 2018-27

DATE: **May 23, 2018**

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matthew C. Newell, P.E., Public Works Director

SUBJECT: **Resolution Accepting the Bid and Authorizing the Execution of a contract with A.C. Pavement Striping Company for Microsurfacing, City Project 2018-24**

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution authorizing the Mayor to sign and the City Clerk to attest to the contract for the 2018 Intergovernmental Microsurfacing Project, City Project 2018-24, to A.C. Pavement Striping Company, as the lowest responsible bidder in the amount of $1,200,000. The resolution represents an expenditure of $1,134,144.47 as the low bid plus $65,855.53 for project contingencies.

PRIOR COUNCIL ACTION:

February 19, 2013 – Council approved Resolution R2013-16 establishing an Intergovernmental Cooperation Agreement for the sharing of certain costs related to the micro-surfacing improvement of portions of various public highways in Macon County, Illinois, between the City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township and the County of Macon, Illinois.

March 19, 2018 – Council approved Resolution R2018-23 establishing an Intergovernmental Cooperation Agreement for the sharing of certain costs related to the micro-surfacing improvement of portions of various public highways in Macon County, Illinois, between the City of Decatur, the Village of Forsyth, Illinois, the Village of Mount Zion, Illinois, and the Village of Warrensburg, Illinois.

BACKGROUND:

Streets Inspected Annually

The Engineering Division inspects and rates approximately ½ of the City's streets on a yearly basis. The results of these inspections are input into a computer database which is used to project the future condition of the streets based on the biannual inspections, historical condition, surface type (i.e. brick, concrete, asphalt, etc.), average daily traffic, and traffic type (i.e. trucks, cars, etc.). This data is then paired with available funding and is used as a basis to aid the Public Works Department in the preparation of the City's yearly street improvement program. Staff then determines what type of improvement would be appropriate for each street.

Project Description
The 2018 Intergovernmental Microsurfacing project is a joint project between the City of Decatur, Macon County, Village of Mt. Zion, Village of Forsyth, Village of Warrensburg, and Hickory Point Township. Microsurfacing is focused on prolonging the life of pavements with moderate deterioration. It is designed to protect the pavement surface and slow deterioration thereby delaying the need of more expensive treatments such as mill and overlay or reconstruction. When microsurfacing is combined with a chip seal, (called a “cape seal”) the pavement is further benefited by providing another layer of protection. When performed at the right time with only moderate wear on the street, microsurfacing treatments can last up to 5 years with cape seals lasting longer than that.

The City’s portion of the intergovernmental project will include portions of the Greendell Neighborhood and the Devonshire Neighborhood. See attached location maps for location information.

The City is the lead agency as designated in the intergovernmental agreement and must appropriate the full amount for the cost of the project. The City will be responsible for paying the contractor and the other participating agencies will reimburse the City’s Local Motor Fuel Tax Fund for their portions of the work in accordance with the approved agreements. The City’s portion of the contract amount is $142,008.52.

Letting Results
The project scope and specifications were prepared by the Engineering Division in cooperation with the other participating agencies, and approved by the Illinois Department of Transportation (IDOT) for the other parties to use State Motor Fuel Tax funds. The project was advertised on May 9 and 16, 2018, and bids were opened on May 23, 2018. The results of the letting are as follows (bid tabulation attached):

Bidder	Bid Price	Compared to Engineer’s Est. Over (-Under)
A.C. Pavement Striping Co.	**$1,134,144.47**	**3.80%**
Microsurfacing Contractors, LLC	$1,269,539.97	16.19%
Engineer’s Estimate	**$1,092,616.20**	**------**

Three contractors took out bid packages and two submitted a bid proposal for the 2018 Intergovernmental Microsurfacing Project. A.C. Pavement Striping Company provided the lowest responsive and responsible bid at 3.80% above the Engineer’s Estimate.

A.C. Pavement Striping Company has successfully completed microsurfacing projects for the City in the past. Staff recommends that the City Council approve a contract with A.C. Pavement Striping Company to perform the 2018 Intergovernmental Microsurfacing Project.

Breakdown by Work Location and Jurisdiction
The following tables break down the costs of the project by location and by the jurisdictional agency involved:

Project Cost by Location
(See Location Map)

Location	Jurisdiction	Area (Sq Yd)	Cost
1	Macon County	172,895	$796,547.85
2	Village of Warrensburg	4,115	$21,509.90
3	Hickory Point Township	13,176	$72,225.48
4	Village of Forsyth	5,197	$27,780.28
5	Village of Forsyth	4,891	$25,666.48
6	City of Decatur	19,690.95	$77,218.35
7	City of Decatur	16,415.88	$64,790.17
8	Village of Mt. Zion	3,829	$19,811.32
9	Village of Mt. Zion	5,558	$28,594.64
	Total	245,767.83	$1,134,144.47

Project Cost by Jurisdiction

Jurisdiction	Cost
Macon County	$796,547.85
City of Decatur	$142,008.52
Village of Forsyth	$53,446.76
Village of Mt. Zion	$48,405.96
Village of Warrensburg	$21,509.90
Hickory Point Township	$72,225.48
Total	$1,134,144.47

SCHEDULE:

This project is expected to begin in June and finish in July or August.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project will be provided from the Local Motor Fuel Tax Fund. It is proposed that a total project expenditure of $1,200,000 be authorized representing the low bid of $1,134,144.47 plus $65,855.53 for project contingencies. The City's portion of this project is $142,008.52.

Staff Impact: Staff time is allocated for this project.

LEGAL REVIEW: The project plans and specifications were forwarded to Legal and approved on May 16, 2018.

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

INPUT FROM OTHER SOURCES: Illinois Department of Transportation, Macon County Highway Department, Village of Mt. Zion, Village of Forsyth, Village of Warrensburg, Hickory Point Township.

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

This memorandum was prepared by Griffin Enyart, Assistant City Engineer.

Attach: 3

cc: Joe Moretti, Macon County Highway Department
Matt Foster, Chastain and Associates, LLC
Kevin Bird, Hickory Point Township

RESOLUTION NO. __________

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH A. C. PAVEMENT STRIPING COMPANY FOR MICROSURFACING CITY PROJECT 2018-24

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

Section 1. That the tabulation of bids received for City Project 2018-24, Microsurfacing project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of A. C. Pavement Striping Company in the amount of $1,200,000 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 A. C. Pavement Striping Company, for said plan, in the amount of $1,200,000.

PRESENTED and ADOPTED this 4th day of June 2018.

____
Julie Moore Wolfe, Mayor

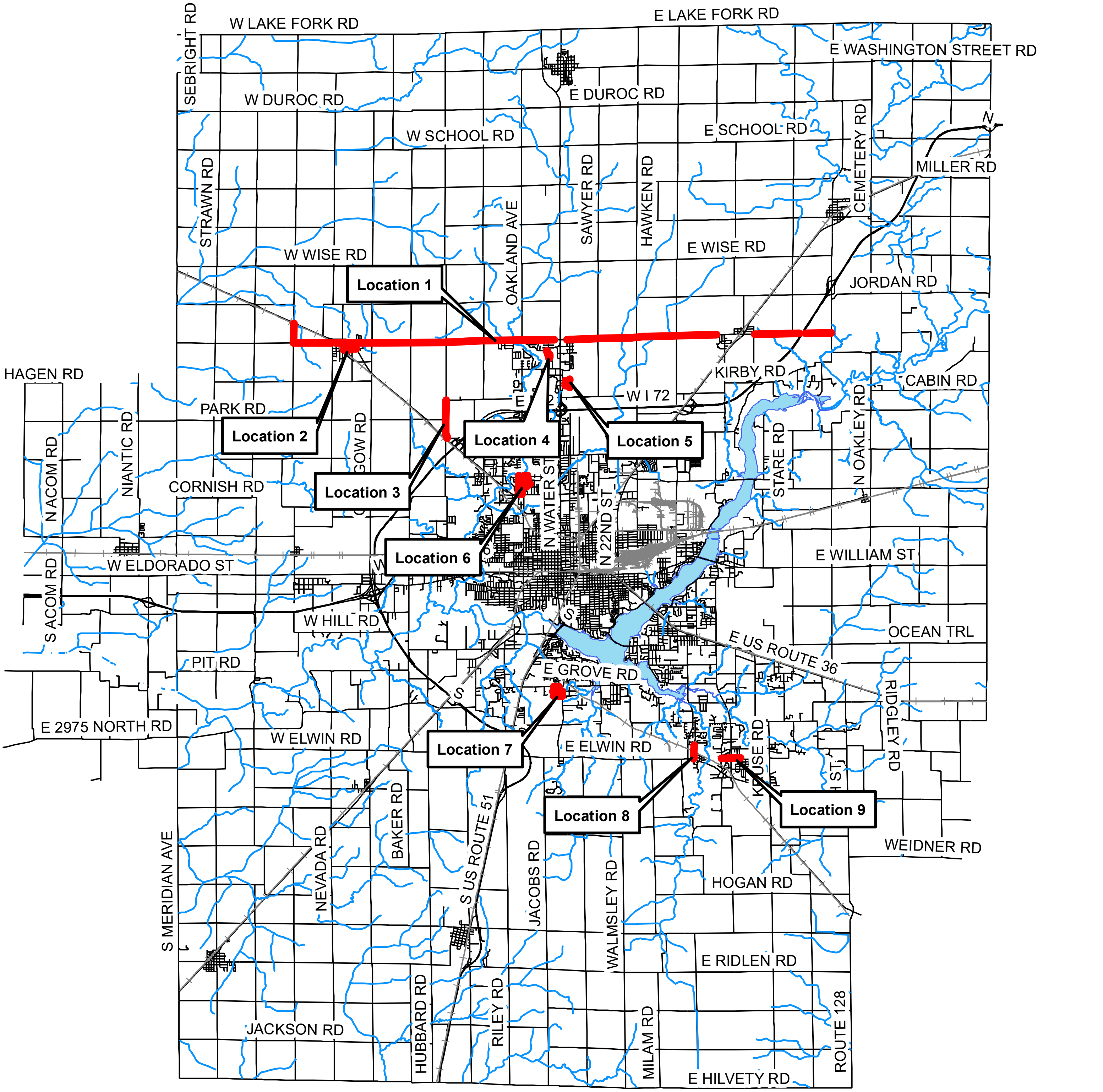
ATTEST:

____
Debra G. Bright, City Clerk

2018 Microsurfacing Project Location Map

1. Macon County. CH-20, Illiniwick Road (2,800 ADT) from east edge of County Highway 21 (Kenney Road) to the west edge of County Highway 25 (Argenta Road), and CH-21 (250 ADT) from just south of County Highway 20 to the south edge of the CN Railroad tracks at IL Route 121. There are omissions at the railroad tracks and IL Route 121 in Warrensburg, across US Route 51 in Forsyth, the concrete pavement in the Village of Oreana, and across the structure over I-72.

2. Village of Warrensburg. East Main Street (2,500 ADT) from just east of North Main Street to IL Route 121.



3. Hickory Point Township. Bearsdale Road (800 ADT) from just north of IL Route 121 to just north of Hickory Point Road.

4. Village of Forsyth. Park Place Subdivision (200 ADT) off of Forsyth Parkway.

5. Village of Forsyth. Lucile Avenue (80 ADT), Highland Drive (70 ADT), and Barnett Avenue (100 ADT). Each from just east of Clement Avenue to the end of the street.

6. City of Decatur. Various streets within the Greendell neighborhood north of Pershing Road, west of Lynette Drive, and east of and including University Avenue (850 ADT).

7. City of Decatur. Various streets withing the Devonshire neighborhood (200 ADT) west of Franklin Street Road and south of West Grove Road.

8. Village of Mount Zion, Westside Drive (650 ADT) from just north of Main Street to the railroad right-of-way. Then from the railroad right-of-way to Florian Avenue.

9. Village of Mt. Zion. Roberts Drive (600 ADT) from just east of Woodland Drive to the end of the street just east of Kirk Drive. Omit a portion around IL Route 121.

Project Name: MICROSURFACING PROJECT

Project Number: 2018-24, Section No. 18-00824-00-SC

Bid Date: Wednesday, May 23, 2018

Time: 10:00 A.M.

Fund: Local Motor Fuel Tax

Organization Code: 42484206
Object Code: 489070

				Engineer's Estimate City Engineering Division		A. C. Pavement Striping Co. 695 Church Road Elgin, IL 60123 Scott E. Kline, Pres. William Brinati, Sec. 847-214-9500		Microsurfacing Contractors, LLC 13940 St. Charles Rock Rd Bridgeton, MO 63044 Brian T. Gogggins, Pres. Robert C. Byrne, Sec. 314-989-9001	
Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
40400001	FIBER-MODIFIED ASP CRACK SEALING	7,536.00	FOOT	$0.60	$4,521.60	$1.77	$13,338.72	$3.92	$29,541.12
40400113	MICRO SURFACING, SNGL, T2, MC	36,106.83	SQ YD	$3.25	$117,347.20	$3.21	$115,902.92	$3.10	$111,931.17
40500063	CAPE SEAL, T2, MC (URBAN)	23,590.00	SQ YD	$4.10	$96,719.00	$5.08	$119,837.20	$6.20	$146,258.00
40500063	CAPE SEAL, T2, MC (RURAL)	186,071.00	SQ YD	$4.00	$744,284.00	$4.39	$816,851.69	$4.68	$870,812.28
78000100	THPL PVT MK, LETTERS & SYMBOLS	183.60	SQ FT	$3.00	$550.80	$4.70	$862.92	$12.00	$2,203.20
78000200	THPL PVT MK, LINE 4"	455.00	FOOT	$0.80	$364.00	$0.54	$245.70	$1.70	$773.50
78000400	THPL PVT MK, LINE 6"	29,482.00	FOOT	$1.05	$30,956.10	$0.80	$23,585.60	$1.75	$51,593.50
78000600	THPL PVT MK, LINE 12"	184.00	FOOT	$2.50	$460.00	$1.60	$294.40	$10.00	$1,840.00
78000650	THPL PVT MK, LINE 24"	159.00	FOOT	$4.50	$715.50	$4.20	$667.80	$12.00	$1,908.00
78001110	PAINT PAVEMENT MARKING, 4"	173,396.00	FOOT	$0.50	$86,698.00	$0.12	$20,807.52	$0.20	$34,679.20
X7010216	TRAFFIC CONTROL AND PROT (SPECIAL)	1.00	LSUM	$5,000.00	$5,000.00	$18,000.00	$18,000.00	$15,000.00	$15,000.00
Z0048665	RAILROAD PROTECTION LIABILITY INS	1.00	LSUM	$5,000.00	$5,000.00	$3,750.00	$3,750.00	$3,000.00	$3,000.00
	TOTAL BIDS (AS CORRECTED)				$1,092,616.20		$1,134,144.47		$1,269,539.97
	Percent Over Under ENGINEER'S ESTIMATE						3.80%		16.19%

Paul Caswell
Paul Caswell, P.E., City Engineer

5/23/2018
Date

Illinois Department of Transportation

Local Public Agency Formal Contract

PROPOSAL SUBMITTED BY		
A. C. Pavement Striping Company		
Contractor's Name		
695 Church Rd		
Street		P.O. Box
Elgin,	IL	60123
City	State	Zip Code

STATE OF ILLINOIS

COUNTY Macon

City of Decatur

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE Various

SECTION NO. 18-00824-00-SC

TYPES OF FUNDS Motor Fuel Tax and Local Funds

☒ SPECIFICATIONS (required) ☒ PLANS (required) ☒ CONTRACT BOND (when required)

For Municipal Projects

Submitted/Approved/Passed

☒ Mayor ☐ President of Board of Trustees ☐ Municipal Official

06/04/2018

Date

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer

Date

For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

County Macon
Local Public Agency City of Decatur
Section Number 18-00824-00-SC
Route Various

1. THIS AGREEMENT, made and concluded the 4th day of June, 2018 (Month and Year),

between the City of Decatur

acting by and through its City Council known as the party of the first part, and

A. C. Pavement Striping Company his/their executors, administrators, successors or assigns,

known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 18-00824-00-SC , in Macon County ,

approved by the Illinois Department of Transportation on May 1, 2018 (Date), are essential documents of this

contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest:

The 4th of June, 2018

______________________ Clerk
Debra G. Bright, City Clerk

(Seal)

By ______________________
Julie Moore Wolfe, Mayor Party of the First Part

(If a Corporation)

Corporate Name ______________________

By ______________________
President Party of the Second Part

(If a Co-Partnership)

Attest:

____
Secretary

____

____

Partners doing Business under the firm name of

____
Party of the Second Part

(If an individual)

____
Party of the Second Part

Illinois Department of Transportation

Contract Bond

Route Various

County Macon

Local Agency City of Decatur

Section 18-00824-00-SC

We , ______________________________

____

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of the State of ____________ ,

as PRINCIPAL, and ______________________________

______________________________ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of One Million, One Hundred Thirty-Four Thousand, One Hundred Forty-Four and 47/100 -----------------------

--- Dollars ($1,134,144.47), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this ____________ day of ________________________ A.D. ______

PRINCIPAL

________________________ (Company Name)	________________________ (Company Name)
By: ________________________ (Signature & Title)	By: ________________________ (Signature & Title)
Attest: ________________________ (Signature & Title)	Attest: ________________________ (Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF ________________________

I, ________________________, a Notary Public in and for said county, do hereby certify that

____

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____________ day of ________________ A.D. ______

My commission expires ____________ ________________________ Notary Public **(SEAL)**

SURETY

________________________ (Name of Surety) By: ________________________ (Signature of Attorney-in-Fact)

STATE OF ILLINOIS. **(SEAL)**

COUNTY OF ________________________

I, ________________________, a Notary Public in and for said county, do hereby certify that

____

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____________ day of ________________ A.D. ______

My commission expires ____________ ________________________ Notary Public **(SEAL)**

Approved this 4th day of June, A.D. 2018

Attest:

________________________ City Council of the City of Decatur, Illinois

Debra G. Bright, City Clerk (Awarding Authority)

City Clerk ________________________

Julie Moore Wolfe, (~~Chairman~~/Mayor/~~President~~)

City Clerk

DATE: 5/25/2018

MEMO: 2018-25

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Approving Appointment - Electrical Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Scott Minnis to the Electrical Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite his respective name, to serve a term expiring upon the date set opposite his respective name or until his respective successor is appointed and qualified:

Scott Minnis	Electrical Commission	12/1/2020

DATED this 4th day of June, 2018.

____
Julie Moore Wolfe, Mayor

RESOLUTION NO. R2018-_________

RESOLUTION APPROVING APPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 4th day of June, 2018.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent I hereby appoint the named in the foregoing request by you approved as therein requested.

DATED this 4th day of June, 2018.

____
Julie Moore Wolfe, Mayor

City Clerk

DATE: 5/29/2018

MEMO: 2018-29

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Approving Appointments - Heating, Air Conditioning and Refrigeration Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointments of Dean Severe and Patrick Corrigan to the Heating, Air Conditioning and Refrigeration Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointments by the Mayor of the following named as members of the board or commission set opposite their respective names, to serve a term expiring upon the date set opposite their respective names or until their respective successors are appointed and qualified:

Patrick Corrigan	Heating, Air Conditioning and Refrigeration Commission	05/01/2021
Dean Severe	Heating, Air Conditioning and Refrigeration Commission	05/01/2021

DATED this 4th day of June, 2018.

____
Julie Moore Wolfe, Mayor

RESOLUTION NO. R2018-_________

RESOLUTION APPROVING APPOINTMENTS

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

Section 1. That consent of the Council be, and it is hereby, given to the appointments by the Mayor of the persons aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 4th day of June, 2018.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent I hereby appoint the named in the foregoing request by you approved as therein requested.

DATED this 4th day of June, 2018.

____
Julie Moore Wolfe, Mayor

City Clerk

DATE: 5/25/2018

MEMO: 2018-21

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Approving Reappointment - Zoning Board of Appeals

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointment of Erwin Arends to the Zoning Board of Appeals. Mr. Arends term expired in September 2014. A Resolution has not been approved by Council to reappoint him. Mr. Arends wishes to continue to serve on the Board. Provided Council's approval of the attached Resolution, it would approve his reappointment of a term up to September 2017. To get his term up-to-date, the next Resolution would approve his reappointment of a term expiring on September 1, 2020.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the reappointment by the Mayor of the following named as member of the board or commission set opposite his respective name, to serve a term expiring upon the date set opposite his respective name or until their respective successor is appointed and qualified:

Arends, Erwin	Zoning Board of Appeals	9/1/2017

DATED this 4th day of June, 2018.

____
Julie Moore Wolfe, Mayor

RESOLUTION NO. R2018-_________

RESOLUTION APPROVING REAPPOINTMENTS

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

Section 1. That consent of the Council be, and it is hereby, given to the reappointment 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 4th day of June, 2018.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent I hereby reappoint the named in the foregoing request by you approved as therein requested.

DATED this 4th day of June, 2018.

____
Julie Moore Wolfe, Mayor

City Clerk

DATE: 5/25/2020

MEMO: 2018-22

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Approving Reappointments - Zoning Board of Appeals

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointments of Erwin Arends, Kim Aukamp, Julie Gahwiler and Eileen Milligan to the Zoning Board of Appeals.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the reappointments by the Mayor of the following named as members of the board or commission set opposite their respective names, to serve a term expiring upon the date set opposite their respective names or until their respective successors are appointed and qualified:

Arends, Erwin	Zoning Board of Appeals	9/1/2020
Aukamp, Kim	Zoning Board of Appeals	9/1/2018
Gahwiler, Julie	Zoning Board of Appeals	9/1/2018
Milligan, Eileen	Zoning Board of Appeals	9/1/2018

DATED this 4th day of June, 2018.

____
Julie Moore Wolfe, Mayor

RESOLUTION NO. R2018-_________

RESOLUTION APPROVING REAPPOINTMENTS

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

Section 1. That consent of the Council be, and it is hereby, given to the reappointments by the Mayor of the persons aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 4th day of June, 2018.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent I hereby reappoint the named in the foregoing request by you approved as therein requested.

DATED this 4th day of June, 2018.

____
Julie Moore Wolfe, Mayor