



**Monday, April 4, 2016
5:30 PM**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Minutes of March 21, 2016 City Council Meeting Minutes

IV. Unfinished Business

V. New Business

1. Proclamations and Recognitions
2. Resolution Authorizing Real Estate Transfer for Property Located at 130 North Franklin Street, Decatur, Illinois
3. Resolution Authorizing Lease Agreement-Board of Library Trustees
4. Ordinance Annexing Territory--4855 Rea's Bridge Road
5. Resolution to Appropriate Motor Fuel Tax Funds for the Improvement of Lost Bridge Road by Municipality Under the Illinois Highway Code, City Project 2015-27
6. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Midwest Fence Corporation for Annual Guardrail Replacement Project, City Project 2015-27
7. Resolution accepting Bid of Sky's the Limit Tree Service, Inc. for tree and bush removal along East U.S. Route 36 Eastbound, Water Production
8. 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 to the Traffic & Parking

Commission

- B. Resolution Approving the Expenditure of City Funds to Renew Annual Data Network Maintenance Agreement
- C. Ordinance Amending City Code Chapter 29 - Administrative Adjudication of Offenses
- D. Ordinance Amending City Code Chapter 7 - Officers and Employees Generally

VI. Other Business

VII. Recess to Study Session

- 1. City Employee Residency Requirement

VIII. Recess to Closed Executive Session for the Purpose of a Discussion Regarding the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body

IX. Adjournment

Council Information - The Agricultural Watershed Institute - Progress Report - November 2015 - February 2016

CITY COUNCIL MINUTES
Monday, March 21, 2016

On Monday, March 21, 2016, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Tim Gleason attended the meeting as well.

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

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

Lloyd Holman and Jim Taylor brought forward a Resolution on Residency for City staff in June 2015. Mr. Holman requested action on the Resolution.

Jim Taylor asked why the Residency for City Staff was not on the Agenda tonight. Corporation Counsel Wendy Morthland explained the procedure for Council to request an item for a Study Session.

Russell Shulke spoke about the history of the City's Fire equipment purchases.

Timothy Cline proposed the City consider some type of permit that would allow large events outside to go later than 10:00 p.m.

The minutes of March 7, 2016 City Council meeting were presented. Councilman Jerry Dawson moved the minutes be approved as written; seconded by Councilwoman Dana Ray, and on call of the roll, Councilmen Dana Ray, Jerry Dawson, Chris Funk, Lisa Gregory, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Councilman Bill Faber abstained. Six ayes; one abstention. Mayor Julie Moore Wolfe declared the motion carried.

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

Proclamations and Recognitions – Matt Munjoy read a Proclamation declaring National Athletic Training Month March 2016 in Decatur, Illinois.

R2016-26 Resolution Authorizing City Manager to Purchase Tyler Technologies Utility Billing CIS Software and Related Deployment Services, was presented.

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

Councilman Pat McDaniel asked if the software would allow the City to keep better track of who is not paying their water bills. City Manager Gleason said it would. Councilman Chris Funk asked if the upgrade would allow the City to send electronic bills. City Manager Gleason said it would. Councilman Funk asked if Tyler was the only vendor that provided these services and if the City did any comparison. Finance Director Gregg Zientara explained the City has an enterprise software system and it is most efficient for the City to use modules within that system. Mayor Moore Wolfe asked how much money could the City save by doing electronic billing. Finance Director Zientara said the City would save paper and printing costs.

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

R2016-27 Resolution Authorizing City Manager to Execute and Enter into Addendum G of the Master Payment Processing Agreement with Firstech, Inc., was presented.

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

Councilwoman Dana Ray had concerns about awarding a contract for a ten year period because the City doesn't usually award a contract for that period of time. City Manager Gleason explained Firstech made the request for five years. The Council has the ability to extend the contract at the end of five years for an additional five years. Mayor Moore Wolfe asked if the contract will come back before Council at the end of five years and City Manager Gleason said it would. Councilman Chris Funk asked about the thought process of renewing the contract and getting other proposals. Finance Director Gregg Zientara explained Firstech provides several services for the City.

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

R2016-28 Resolution to Appropriate Motor Fuel Tax Funds for Traffic Signal Maintenance and Street Maintenance by Municipality Under the Illinois Highway Code, was presented.

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

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

R2016-29 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Otto Baum Company, Inc., for South Water Treatment Plant Concrete Repairs Project, City Project 2015-04, was presented.

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

Councilwoman Dana Ray requested clarification about the contract where Otto Baum requested a waiver to participate in the Minority Business Enterprise. Public Works Director Rick Marley explained Otto Baum did seek minority contractors and they were not able to secure any minority contractors and so they seek a waiver. Public Works Director Rick Marley and City Manager Tim Gleason responded to concerns Councilwoman Dana Ray had about what avenues are taken to advertise for minority contractors.

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

R2016-30 Resolution for Annual Software License Agreement with Human Capital Development, LLC for ePrismSoft, was presented.

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

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

2016-31 Resolution to Authorize Additional Funds to Pay the City's Final Cost for the Eldorado Street Enhancement Project, City Project 2006-25, State Section 06-00625-00-SW, was presented.

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

Councilman Pat McDaniel asked if this was an additional payment. Public Works Director Rick Marley said no it wasn't an additional payment. Public Works Director Rick Marley explained to Council IDOT's contract billing procedure and appropriations.

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

2016-14 Ordinance Granting Authority to Construct Wireless Communication Facility 2105 East Eldorado Street, was presented.

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

Councilman Bill Faber inquired about the necessity of the tower. Thomas Jemilo with Insite said the necessity for the cell tower is for public safety and usability. Mr. Jemilo shared signal strength maps and a photos of a cell tower with Council. Mr. Jemilo said he had exhausted the possibility of finding an alternate location to lease. This tower is being built for Verizon Wireless, but the tower could structurally handle four more carriers.

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

2016-15 Ordinance Rezoning Property R-1 Single Family Residence District to PD Planned Development District 544 West Pershing Road Commonly Known as 3012 and 3034 North MacArthur Road, was presented.

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

City Manager Tim Gleason explained this is the last corner for development at Pershing and MacArthur. The development of the 1.79 acres allowed under this request is very restrictive. There is a minimum parking requirement of 73 spaces, and the development possibilities are professional office uses, retail uses and restaurant uses. The item did pass unanimously at the last Planning Commission meeting. Councilman Faber thought the rezoning item should go back to the Plan Commission so they follow the Zoning Ordinance properly and make their specific findings as the Ordinance requires. Assistant City Manager Billy Tyus explained the Planning Commission did not have additional findings. The Planning Commission approved what staff had recommended. Councilman Pat McDaniel did attend the Planning Commission meeting and spoke to individuals in the area. Councilman Pat McDaniel requested staff not to mess up the neighborhood by building a structure and leaving it empty. Councilman Bill Faber said the Plan Commission did not have independent findings by the Plan Commission and he felt it was a procedural flaw. Corporate Counsel Wendy Morthland explained the Plan Commission adopted the findings of the staff and moved for approval. Councilman Pat McDaniel requested as soon as information is available for rezoning that it be sent to the Council to review.

Comments from the audience:

Phil Cochran, the Consultant for the petitioner for the rezoning, said he had been attending Plan Commission meetings for many years and he felt the Plan Commission Board had met the spirit of the ordinance. A Planned Development is the most restrictive use the Council can approve. The City is only going to see a continued deterioration of those residential properties. The development would clean up the neighborhood, generate sales taxes, food and beverage taxes, and protect the neighborhood with some securities. Councilman Pat McDaniel said it is the unknown businesses the neighbors have concerns about. Mr. Cochran said there are safe guards in that there are only 73 parking spaces. Councilman Faber said building on the outskirts deprives the inner City. Mr. Cochran said the inner City properties are going to take more incentives, there are not 30,000 cars going by.

Jim Reynolds lives one block from the proposed site. Mr. Reynolds said it is already a busy area and the growth continues to encroach upon the neighborhoods in that area. Mr. Reynolds asked Council to protect the neighborhood. Mr. Reynolds requested that Council not approve the rezoning.

Lorey Johnson lives less than a block from the development. A business office or a medical office is not encroaching on the neighborhood. There are already many fast food restaurants nearby. Ms. Johnson was concerned that a video gaming establishment could go in the development. Neighbors are concerned about what type of establishments could be put in the development. The neighbors take care of their homes. Neighbors are concerned this development will lower their property values and increase the traffic through the neighborhood. Ms. Johnson asked the Council to save their neighborhood that is already clean and neat.

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

R2016-32 Resolution Authorizing Real Estate Lease Agreement for Property Located in the 200-300 Blocks of East Central Avenue in the Wabash Crossing Redevelopment Area, was presented.

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

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

Mayor Julie Moore Wolfe called for Consent Calendar Items A through D and asked if any Council member wished to have an item removed from Consent Calendar. The Clerk read Items A - D:

- A. Receiving and Filing of Minutes of Boards
- B. Receiving and Filing Official Zoning Map
- C. R2016-33 Resolution Authorizing Extension of Contract Midwest Fiber Recycling Household Recycling Services
- D. R2016-34 Resolution Approving the Expenditure of City Funds to Purchase Barracuda Web Filters

Councilman Jerry Dawson moved Items A through D be approved by Omnibus Vote; seconded by Councilman Pat McDaniel, and on call of the roll, Councilmen Dana Ray, Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

This being the time set aside for Other Business, Councilman Bill Faber asked for a Study Session to consider a Resolution for a residency requirement for all new City workers; seconded by Councilwoman Dana Ray, third by Councilman Pat McDaniel, fourth by Councilman Jerry Dawson. Mayor Julie Moore Wolfe announced there will be a Study Session on April 4, 2016, on the proposed residency requirement. Councilman Bill Faber inquired about City Manager Tim Gleason's annual evaluation and if it had been scheduled. Mayor Julie Moore Wolfe announced that at the next regular Council meeting there will be an Executive Session to do an annual evaluation.

Councilman Jerry Dawson inquired about protection for a large concert from getting shut down. Corporate Counsel Wendy Morthland said Council could look at ways to accommodate those events.

Councilman Pat McDaniel said there are a lot of vacant commercial buildings in town and Council may need to look at offering incentives and look at codes to see if the City is too restrictive.

Councilwoman Lisa Gregory renewed her request for a written Economic Development Plan.

Mayor Julie Moore Wolfe called to Recess to a Study Session for the Treasurer's Financial Report and the Fiber Optic Project.

Councilwoman Dana Ray moved to recess to Study Session; seconded by Councilman Jerry Dawson. On call of the roll Councilmen Dana Ray, Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Finance Director Gregg Zientara gave an overview of the City's Financial Position. The City's financial position remains stable. The financial position can be impacted by changes in the local economy and distributions of State taxes.

Economic Development Officer Patrick Hoban and MIS Manager James Edwards shared with Council where the Fiber Optic Project is headed in the future, the technical perspective of fiber optics and the prospects of fiber optics as a revenue source.

Council said if the City had to do an interfund loan they would want Council to review the loan every year.

Councilman Jerry Dawson moved to recess to Closed Executive Session for the Purpose of a Discussion Regarding the Purchase or Lease of Real Property for the Use of the Public Body; seconded by Councilman Pat McDaniel, and on call of the roll, Councilmen Dana Ray, Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Council went into Closed Executive Session at 8:24 p.m.

There being no further business, Councilwoman Dana Ray moved the regular Council meeting be adjourned; seconded by Councilman Pat McDaniel, and on call of the roll, Councilmen Dana Ray, Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the Council meeting adjourned at 9:04 p.m.

Approved _____
Debra G. Bright
City Clerk

ATTACHMENTS:

Description	Type
City Council Memorandum No. 2016-08	Cover Memo
Resolution	Resolution Letter

REVIEWERS:

Department	Reviewer	Action	Date
Legal Department	Morthland, Wendy	Approved	3/31/2016 - 3:57 PM
Legal Department	Morthland, Wendy	Approved	3/31/2016 - 3:57 PM
City Manager	Tyus, Billy	Approved	3/31/2016 - 4:21 PM
City Manager	Gleason, Tim	Approved	3/31/2016 - 4:34 PM

CITY COUNCIL MEMORANDUM NO. 2016-08

DATE: April 4, 2016

TO: The Honorable Mayor and City Council Members

FROM: Timothy A. Gleason, City Manager
Wendy L. Morthland, Corporation Counsel

SUBJECT: Resolution Authorizing Transfer – Board of Library Trustees

SUMMARY RECOMMENDATION: City Administration recommends City Council approval of the transfer of the Decatur Public Library property located at 130 North Franklin Street, Decatur, Illinois from the Board of Library Trustees of the City of Decatur to the City of Decatur.

BACKGROUND: The Decatur Public Library occupies a square city block of property directly located in the central business district of the City. Title to the property is held by the Board of Library Trustees of the City of Decatur, Illinois. The City of Decatur is still paying bond debt for the purchase of that building and paying rent to the Library for records storage space.

The Buildings located on that property contain more space than the Library utilizes. Regardless of the occupancy, however, the Library still has the obligation to maintain the entirety of the property. The financial and time constraints required to adequately manage and maintain the building and property created issues for the Decatur Public Library and they began actively seeking solutions. The City and Decatur Public Library have spent a great amount of time attempting to reach a solution to those issues. Title to the Library property would be transferred to the City of Decatur and a Lease between the parties would be simultaneously entered into. There would be no actual monetary transfer between the parties for the transfer of title. The unused space will still be available for use by others, including the County of Macon.

If both the transfer of the property and Lease Agreement are approved by Council, it is anticipated that the Lease would begin May 1, 2016.

ATTACHMENTS: Resolution

RESOLUTION NO. R 2016-

**RESOLUTION AUTHORIZING REAL ESTATE TRANSFER FOR
PROPERTY LOCATED AT 130 NORTH FRANKLIN STREET DECATUR, ILLINOIS**

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

Section 1. That the transfer to the City of Decatur of property located at 130 North Franklin Street, Decatur, Illinois, by the Board of Library Trustees of the City of Decatur, Illinois be and the same is hereby approved subject to the City of Decatur and the Board of Library Trustees of the City of Decatur mutually resolving any and all title issues and a signed Lease Agreement being executed between the parties.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign and execute any Agreement necessary to effectuate the transfer of the property located at 130 North Franklin Street, Decatur, Illinois from the Board of Library Trustees of the City of Decatur, Illinois on behalf of the City of Decatur, and furthermore, that the City Manager be, and he is hereby, further authorized to cause to be done that which may appear to be appropriate to cause said real estate transfer to be effectuated on behalf of the City.

PRESENTED AND ADOPTED this 4th day of April, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

CITY COUNCIL MEMORANDUM NO. 2016-09

DATE: April 4, 2016

TO: The Honorable Mayor and City Council Members

FROM: Timothy A. Gleason, City Manager
Wendy L. Morthland, Corporation Counsel

SUBJECT: Resolution Authorizing Lease Agreement – Board of Library Trustees

SUMMARY RECOMMENDATION: City Administration recommends City Council approval of the attached Lease Agreement regarding 130 N. Franklin Street, the space currently occupied by the Decatur Public Library.

BACKGROUND: The Board of Library Trustees, recognizing that there were issues of financial and property management several years ago, began efforts to address those concerns. Positive efforts were made in the financial management area through reorganization, employee cuts and a loan from the City. The property management issue remained more elusive and options were explored to transfer ownership of the Library property to another person or entity and lease the space they needed.

Recognizing the importance of the Library to the community and its location in the central business district, the City began exploring options regarding the property in 2015. As a result of the City's interest in having ownership of the property transferred from the Library to the City, negotiations began for a Lease. The Lease Agreement presented has the following main provisions:

- Rent of \$575,000 per year with a 2.5% increase every 5 years
- Term of 20 years with six five year renewals beginning May 1, 2016
- Utilities will be included as part of rent
- City will provide maintenance for the property
- Library will continue paying for its allocation of insurance costs
- City may transfer, lease or sell property Library isn't leasing
- Project Read and Friends of Library will continue using space in Library
- City may transfer or sell Library Building but will relocate the Library to reasonably similar space
- City will make repairs to HVAC control system and chiller by April 30, 2017
- City will use best efforts to repair or resurface parking area by April 30, 2017 and if not, will repair and patch significant areas of damage
- Library's rent shall not exceed 22% of the property tax levied by the City
- City agrees to conduct a study and review of the Annex Building, its safety and potential use by April 30, 2017
- City will no longer pay for record storage space in amount of \$20,000 annually

POTENTIAL OBJECTIONS: Unknown.

ATTACHMENTS: Resolution
Lease Agreement

RESOLUTION NO. R 2016-

**RESOLUTION AUTHORIZING LEASE AGREEMENT
BOARD OF LIBRARY TRUSTEES
-CITY OF DECATUR, ILLINOIS-**

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

Section 1. That the Lease Agreement presented to the Council herewith between the City of Decatur and the Board of Library Trustees of the City of Decatur, Illinois, regarding the lease of a portion of the property commonly known as 130 North Franklin Street, Decatur, Illinois, be and the same is hereby, received, placed on file and approved subject to the City of Decatur and the Board of Library Trustees mutually resolving any and all title issues.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign, seal and attest said Lease in the same or substantially same form on behalf of the City.

PRESENTED AND ADOPTED this 4th day of April, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

LEASE AGREEMENT

CITY OF DECATUR ("City") and BOARD OF LIBRARY TRUSTEES OF THE CITY OF DECATUR ("Library") make this Lease effective as of May 1, 2016 ("Effective Date").

SECTION 1. Lease Terms: Renewal

In consideration of the rents, covenants, agreements and other terms and conditions herein provided to be kept, observed and performed by Library, the City does hereby lease to the Trustees that portion of the Decatur Public Library located at 130 North Franklin Street, Decatur, Illinois, as shown on **Exhibit A** and hereinafter referred to as Leased Premises, for a term of twenty (20) years commencing May 1, 2016, and ending April 30, 2036 (the "Initial Term"). The Library shall have the right to extend the lease term for up to six (6) renewal terms of up to five (5) years each by no later than the date that is eighteen (18) years from the Effective Date (the "Renewal Term") or one (1) year prior to the expiration of any Renewal Term.

The Library shall have the right to non-exclusive use, in common with other tenants, of the Common Areas. This right extends to the Library's agents and patrons of the Library. The Common Areas are shown on **Exhibit B**. The Library Building and the Library Annex Building are additionally shown on **Exhibit B** and are referred to herein collectively as the "Building", or singularly as the Annex Building or Library Building as the case may be.

SECTION 2: Rentals

The annual rent amount for the Initial Term is Five Hundred Seventy-Five Thousand Dollars (\$575,000.00). After the first five (5) years of the Initial Term, the City may increase the annual rent amount for each successive five (5) year period of this Lease, whether in the Initial Term or a subsequent Renewal Term, by up to two and one-half percent (2.5%) from the annual rent amount for the five (5) year period then expiring. The City will notify the Trustees in writing of any such increase by September 1 of the year immediately preceding the commencement of the

applicable five (5) year period. The first potential increase to the annual rent amount will occur on May 1, 2021, and each five (5) years thereafter. The rent shall be paid in monthly installments due and payable on the fifteenth (15th) day of each month effected by a journal entry by the City Treasurer on said date. Notwithstanding the foregoing, in no event shall the annual rent amount pursuant to this Lease exceed twenty-two percent (22%) of the amount that the City actually levies for the Library. In the event that the annual rent amount exceeds twenty-two percent (22%) of the amount actually levied by the City for Library, the Library's annual rent amount under this Lease shall automatically be reduced to twenty-two percent (22%) of the amount levied by the City for the Library.

SECTION 3. Operation and Maintenance

A. The City shall provide heat, air conditioning, light, power, water, sewer and all other basic utilities for the Leased Premises, the Library Building and the Common Areas. The City shall also repair, maintain, and replace, if required, the heating, ventilating, air conditioning, plumbing, electrical systems, and the physical structure of the Library Building, Leased Premises and Common Areas, including, but not limited to, windows, roofs, ceilings, floors, and walls (but not including any trade fixtures or alterations made by the Library pursuant to Section 10 of this Lease Agreement after the Effective Date). The Library shall have no obligation to repair, maintain, or replace any aspect of the Common Areas, Building, Leased Premises or any Building systems serving the Leased Premises.

The City shall clean and maintain the Leased Premises and schedule the cleaning and maintenance so as to cause the least inconvenience to the public use of the Library as set forth in Exhibit C.

B. The City reserves the right to interrupt service of the heating, air conditioning, elevator, plumbing and electric systems when necessary by reason of accident or emergency until emergency repairs have been made, providing such emergency repairs are made with due diligence. The City shall, if practicable, notify the City Librarian of the interruption, the reason for it, and the estimated time it will take to make emergency repairs. Other repairs, maintenance, alterations, replacements and improvements shall be made at reasonable times so as to minimize interference with operations. The City shall have no responsibility or liability whatsoever for failure to supply heat, air conditioning, elevator, plumbing, or electric service when prevented from doing so by strikes, accident or by any other cause beyond the City's control or by laws, orders or regulations of any federal, state or municipal authority.

C. The City shall have no responsibility for Library functions such as shelving books, removing books and Library materials from tables, or removing books and Library materials from computer areas, except as specifically set forth herein.

D. The City and the Trustees agree that the City Manager and the City Librarian shall each be the duly authorized agents and designees of the City and the Library, respectively, in regards to all aspects of this Lease. The City Manager and the City Librarian shall have the right and power to undertake any action in regards to this Lease on behalf of the City and Library, respectively. The City and Library may appoint another duly authorized agent and designee in regards to this Lease by providing written notice to the other party.

SECTION 4: Insurance

The City will maintain for the duration of the Lease the policies of insurance insuring the City and the Library and maintain the methodology of allocating costs of insurance policies specific to the Library as they exist as of May 1, 2016. Said policies include:

- A. Property Insurance including Contents and Fixed Equipment, Valuable Papers, Fine Arts, Data Processing Systems and Media. This coverage shall include, casualty insurance coverage against physical loss or damage to the Leased Premises, including without limiting the generality of the foregoing, fire and extended coverage, vandalism, malicious mischief, and against other risks as may be deemed necessary or advisable by the City in an amount equal to the replacement value of the Leased Premises and Library Building (including replacement to Library's leasehold improvements, fixtures and appurtenances that are in existence as of the execution date of this Lease).
- B. Commercial Liability Insurance Package Policy including General Liability, Errors and Omissions, Employment Practices, Sexual Harassment, Sexual Abuse and Automobile Liability, each with an annual limit of Ten Million Dollars (\$10,000,000.00).
- C. Automobile Physical Damage with limits equal to the actual cash value of the vehicle.
- D. Employee Theft/Crime with limits of Five Hundred Thousand Dollars (\$500,000.00)
- E. Equipment Breakdown Insurance with a total limit of One Hundred Million Dollars (\$100,000,000.00).
- F. Workers Compensation Insurance with a limit of Fifty Million Dollars (\$50,000,000.00) and Employers Liability with a limit of One Million Dollars (\$1,000,000.00).

Notwithstanding the foregoing, the costs of insurance coverage allocated to the Library shall be only for those costs and coverages related directly to the Library's ownership of the contents of the Leased Premises or specifically related to Library functions.

SECTION 5: Assignment

The leasehold rights, duties and obligations of the Library under this Lease shall not be assigned or sublet in whole or in part except that the Library may sublease all or a part of the Leased Premises so long as the City provides written consent to such sublease, which consent shall not be unreasonably withheld. Notwithstanding, the Library may, without the consent of the City, assign or sublet this Lease to a successor entity of the Library, so long as said successor entity is of the type permitted to enter into leases with the City as defined by the applicable statutes governing the City.

SECTION 6: Use of Leased Premises

The Library covenants and agrees that the contemplated use of the Leased Premises is to serve as a library pursuant to Illinois Local Library Act, 75 ILCS 5/1-0.1, et seq., and the Library covenants and agrees that they will not permit the use of Leased Premises in any manner different from that herein contemplated or which will increase the applicable rates of insurance then in effect, or for any purpose which will result in a violation of any applicable law, ordinance, or governmental regulation now or hereafter in force and applicable thereto.

Prior to leasing, transferring, or selling any space in the Building, Annex Building, or the Common Area to any third party, the City shall provide the Library with thirty (30) days written notice of the name of the proposed use and the proposed space to be leased, transferred, or sold.

SECTION 7: Changes Required by Law

The City covenants and agrees that it will promptly cause to be made any and all fixed and structural changes or alterations in and about the Leased Premises and Common Areas, which, during the term of this Lease, may be required to be made at any time by reason of any local, state

or federal ordinances, laws or statutes and will save the Library harmless from any and all costs, damages or expense in relation thereto.

Notwithstanding, if there are any changes required by state or federal laws that are solely applicable to libraries, the Library covenants and agrees that it will promptly cause to be made any and all changes or alterations in and about the Leased Premises which are required to be made solely because of the Library's use of the Leased Premises as a library.

SECTION 8: Existing Contracts

The Library shall immediately provide to the City all existing contracts that the Library have in place as of the date of this Lease Agreement regarding the facility or its operation and maintenance including, but not limited to, electrical/gas service, elevator maintenance agreements, water/sewer service, chemical addition systems, cable systems or other such related contracts.

The City shall not be required to abide by any such existing contracts that the Library currently has in place regarding the facility or its operation and maintenance and agree to hold the Library harmless for any cancellation fees or costs actually incurred. Notwithstanding, the City may elect to assume, pay for, or abide by said existing contracts in the City's sole discretion.

SECTION 9: Alterations by Library

Library may, with the written pre-approval of the City which approval shall not be unreasonably withheld, and at the Library's cost, install new cable or optic fiber communication networks and make additions and changes to the leased space.

SECTION 10: Relocation of Project Read and Friends of the Library

The City agrees to allow Project Read and the Friends of the Library to continue utilizing space in the Building. Said space will be that which said entities currently utilize or a reasonably similar space. The Friends of the Library space is included in the Library's Leased Premises. The

Friends of the Library space shall not be relocated or altered without the City first consulting with the Friends to determine their needs. If the Friends of the Library space is relocated or altered, the City shall pay all costs of the relocation and reasonable renovation of the new space. The Project Read space is not part of the Library's Leased Premises and is subject to a separate lease agreement. Notwithstanding, the City agrees that it shall lease Project Read space it currently leases from the Library or a reasonably similar space at an amount that is no greater than that currently paid under the Lease existing between the Library and Project Read. If the Project Read space is relocated or altered, the City shall pay all costs of the relocation to and reasonable renovation of the new space. The City further agrees that Project Read will not be required to relocate from its current space until new space is move-in ready, and in no event will the City cause Project Read be closed for longer than one-week due to such a transition. Project Read and the Friends of the Library are express third-party beneficiaries of this Lease. Notwithstanding any contrary provisions of this Lease, the City shall not relocate the Friends of the Library or Project Read in to the Library's Leased Premises without the written consent of the Library.

SECTION 11: Miscellaneous

A. This Lease shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

B. Amendments hereof shall be made upon the written agreement of the Library and the City.

C. Any notice necessary or proper to be given to any of the parties hereto may be served on the City by delivering such notice to the City Manager of the City, and to the Library by delivering such notice to the City Librarian by depositing a duly executed copy in the United States mail by registered or certified mail.

Service by such mailing shall be deemed sufficient if addressed to the City or the Library at such address as the City or the Library have last furnished each other in writing, unless and until a different address is furnished the addresses for each party are as follows:

City of Decatur
Attn: City Manager
1 Gary K Anderson Plaza
Decatur, IL 62523

Board of Library Trustees of the City of Decatur
Attn: City Librarian
130 North Franklin Street
Decatur IL 62523

D. In the event any covenant or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant or provision shall in no way affect any other covenant or provision herein contained.

E. Holdover. If the Library holds over after termination of the Initial Term or any Renewal Term, this Lease shall be extended on a month-to month basis for up to one (1) year on the same terms.

F. Parking. The City will make fair and reasonable parking accommodations available for the patrons and visitors of both the Library and any other user or Tenant. The parking area immediately east of the Library entrance and west of the Annex Building shall be on a first come, first served basis, and restricted to one hour. The City will provide employees of the Library and any future tenant parking spaces on the east portion of the parking lot or reasonably similar spaces. The City shall restrict, as a provision in each lease, all tenants' employees (including the Library's employees) from parking in the area immediately east of the Library entrance and west of the Annex Building. The Library agrees to the forgoing restriction.

G. Surrender. Upon the expiration or other termination of this Lease, the Library shall surrender the Leased Premises to the City, together with all other property affixed to the Leased

Premises (with the exception of Library's trade fixtures), broom clean and in good order and condition, ordinary wear and tear excepted. Any damage caused to the Leased Premises by removal of any property shall be promptly repaired by the Library at its expense.

H. Sale and Transfer. Prior to any transfer or sale of the Library Building the City shall provide the Library with ninety (90) days' notice. If after such notice, the City transfers or sells the Library Building to any person or entity during the term of this Lease Agreement including any renewal terms, it agrees to relocate the Library under the following terms:

- i. The City shall bear all costs relating to the relocation of the Library and provision of replacement space for the Library, including all acquisition and build-out costs of the replacement space, all Library moving expenses, and all other reasonable expenses attributed to the relocation incurred by the Library.
- ii. The replacement space shall be reasonably similar to the then existing Leased Premises in terms of location, size, layout, configuration and access to parking.
- iii. The Library shall have the right to reasonably consent to the location, size, layout, and configuration of the replacement space and parking area. The Library shall not unreasonably withhold its consent.
- iv. Relocation of the Library shall not result in the Library being closed to the public for a period in excess of fourteen (14) business days unless the reason for the closing are for circumstances outside the control of the parties including, but not limited to, Acts of God, natural disasters, work stoppages, materials shortage and other extraordinary occurrences.

I. Destruction. In case of damage by fire or other casualty to the Leased Premises without fault or negligence of the Library, its agents, officers or employees, if the damage is so extensive

as to amount practically to the total destruction of the Leased Premises, the proceeds of insurance on the Leased Premises payable by reason of such destruction shall be paid to the City, this Lease shall terminate and the rent shall be apportioned to the time of the damage. The City shall use all of the insurance proceeds payable by reason of such destruction to acquire and construct replacement library space. The Library shall have the right to reasonably consent to the location, size, layout, and configuration of the replacement space and parking area. The Library shall not unreasonably withhold its consent. In all other cases where the Leased Premises is damaged by fire or other casualty without the fault or negligence of the Library, its agents, officers or employees, the proceeds of insurance on the Leased Premises payable by reason of such destruction shall be paid to the City, the City shall repair the damage with reasonable dispatch and if the damage has rendered the Leased Premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. All repairs by the City shall be promptly made with materials of like quality to the original work. In case of damage by fire or other casualty to the Leased Premises due to the fault or negligence of the Library, its agents, officers or employees, this Lease shall continue in full force and effect, without abatement of rent, and the Library shall repair the damage with reasonable dispatch and to the City's reasonable satisfaction. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond the party's control.

J. Signage/Access. The City shall provide signage for the Decatur Public Library identifying and directing users of the Library in a clear and visible manner.

K. Quiet Enjoyment. The City warrants that it has the full right and power to execute and perform this Lease and to grant and convey the estate demised herein and the Library warrants that its has the full right and power to execute and perform this Lease The City further warrants that

Library on payment of the rent and performance of the covenants herein contained shall peaceably and quietly have, hold and enjoy the Leased Premises and all rights, easements, appurtenances and privileges belonging thereto during the Lease and any extension or renewal thereof.

L. Recording. The parties agree that this Lease or a memorandum thereof may be recorded in the Macon County Recorder's Office upon the request of either party. Both parties agree to execute a memorandum of lease upon the request of the other party.

M. Capital Improvements. During the first year of this Lease, the City will complete the repair, rebuild or replace the Building's HVAC control system, and chiller. During the first year of this Lease, the City will use its best efforts to cause the entire parking area to be repaired and resurfaced. If a complete repair and resurfacing is not completed, within the first year of this Lease the City shall repair and patch any significant areas of damage reasonably identified by the Library. The City shall complete a repair and resurfacing of the parking area immediately following the demolishing of the Annex Building. If the Annex Building is not demolished within five (5) years, the City shall within five (5) years cause the entire parking area to be repaired and resurfaced. In the event video surveillance is installed at any other non-public safety building City parking lot the City shall cause the same or similar video surveillance equipment to be installed on the perimeter of the Common Area and property.

N. Levy and Budget. The City agrees that all rent payments received pursuant to this Lease shall be deposited in a building fund (Fund 34) for purposes of maintaining, operating, repairing, and replacing the Leased Premises, the associated component systems, and the Common Area. The Library's rent payment shall be used for no other purpose. The City agrees that all costs of administering this Lease, the Leased Premises and Common Ground are included in the annual rent amount and shall be in no manner assessed to the Library as a separate administrative

cost. Other than amounts received from the Library as rent, the City shall not utilize any other monies coming from the Library Levy (now including amounts in Funds 35 and 56) for capital improvements for the Leased Premises or Common Area.

O. The City agrees that it will conduct a study and review of the Annex Building, its safety and potential use within one (1) year of the effective date of this Lease.

SECTION 12: Options at Termination of Lease

At Termination, or prior to the expiration of the Initial Term or the Renewal Term(s), as the case may be, the Library may provide written notice to the City no later than the date that is eighteen (18) years from the Effective Date or one (1) year prior to the expiration of any Renewal Term of the Library's election to renew the Lease on the same terms and at the Rent set forth herein at Section 2, or enter into a new lease with the City on mutually agreeable terms.

CITY OF DECATUR

(SEAL)

By _____
Mayor

ATTEST

Clerk

BOARD OF LIBRARY TRUSTEES OF THE
CITY OF DECATUR, ILLINOIS

(SEAL)

By _____
Chairman

ATTEST

Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY, that _____, personally known to me to be respectively the Mayor and Clerk of the City of Decatur, Macon County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Mayor and Clerk of the City of Decatur, Macon County, Illinois, they signed and delivered the said instrument and caused the seal of the City of Decatur, Macon County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the City of Decatur, Macon County, Illinois, pursuant to the authority and direction of the City of Decatur, Macon County, Illinois, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day _____, 2016.

Notary Public

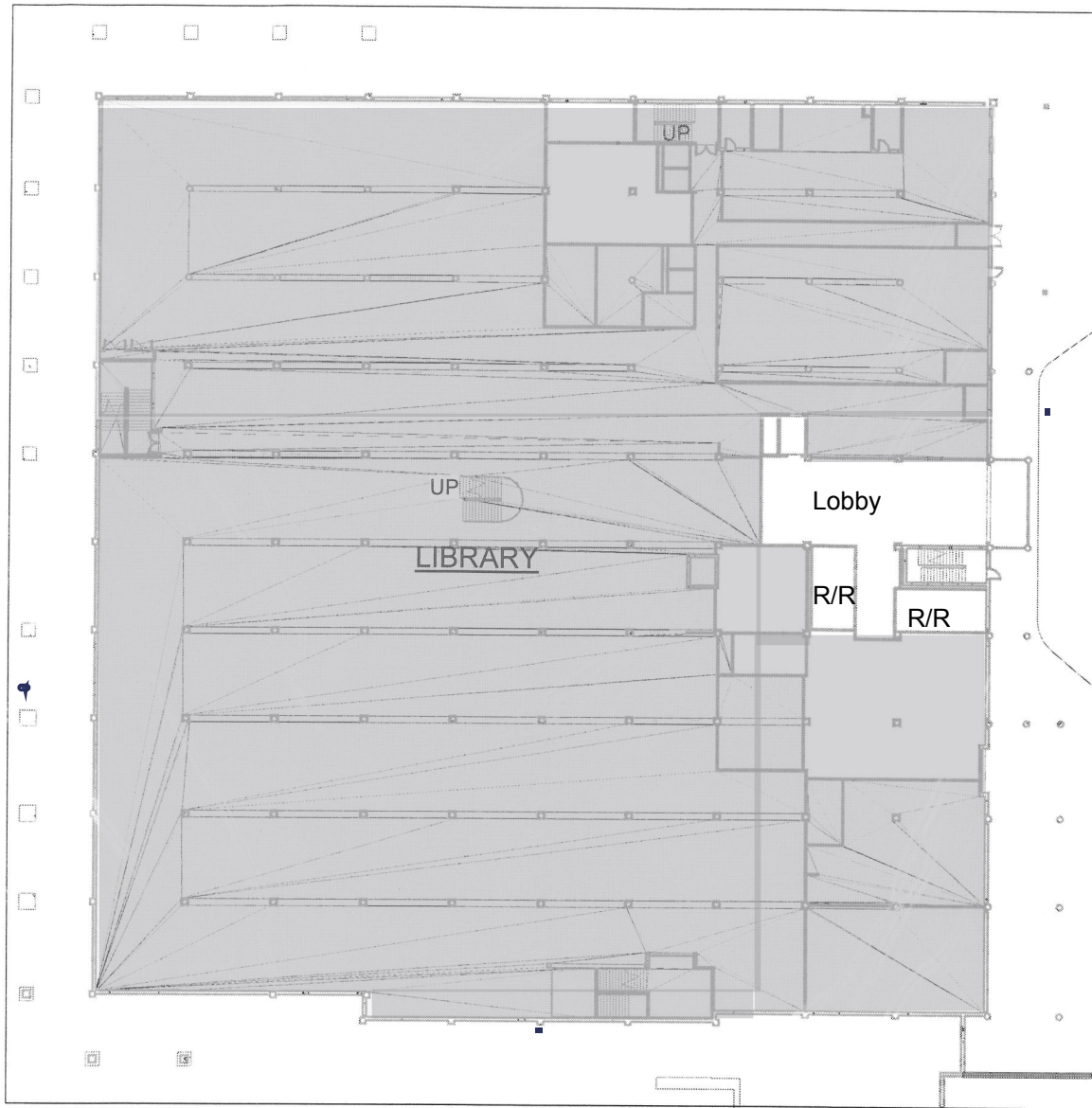
STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY, that _____, personally known to me to be respectively the Chairman and Secretary of the Board of Library Trustees of the City of Decatur, Macon County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman and Secretary of the Board of Library Trustees of the City of Decatur, Macon County, Illinois, they signed and delivered the said instrument and caused the seal to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the Board of Library Trustees, pursuant to the authority and direction of the Board of Library Trustees, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day _____, 2016.

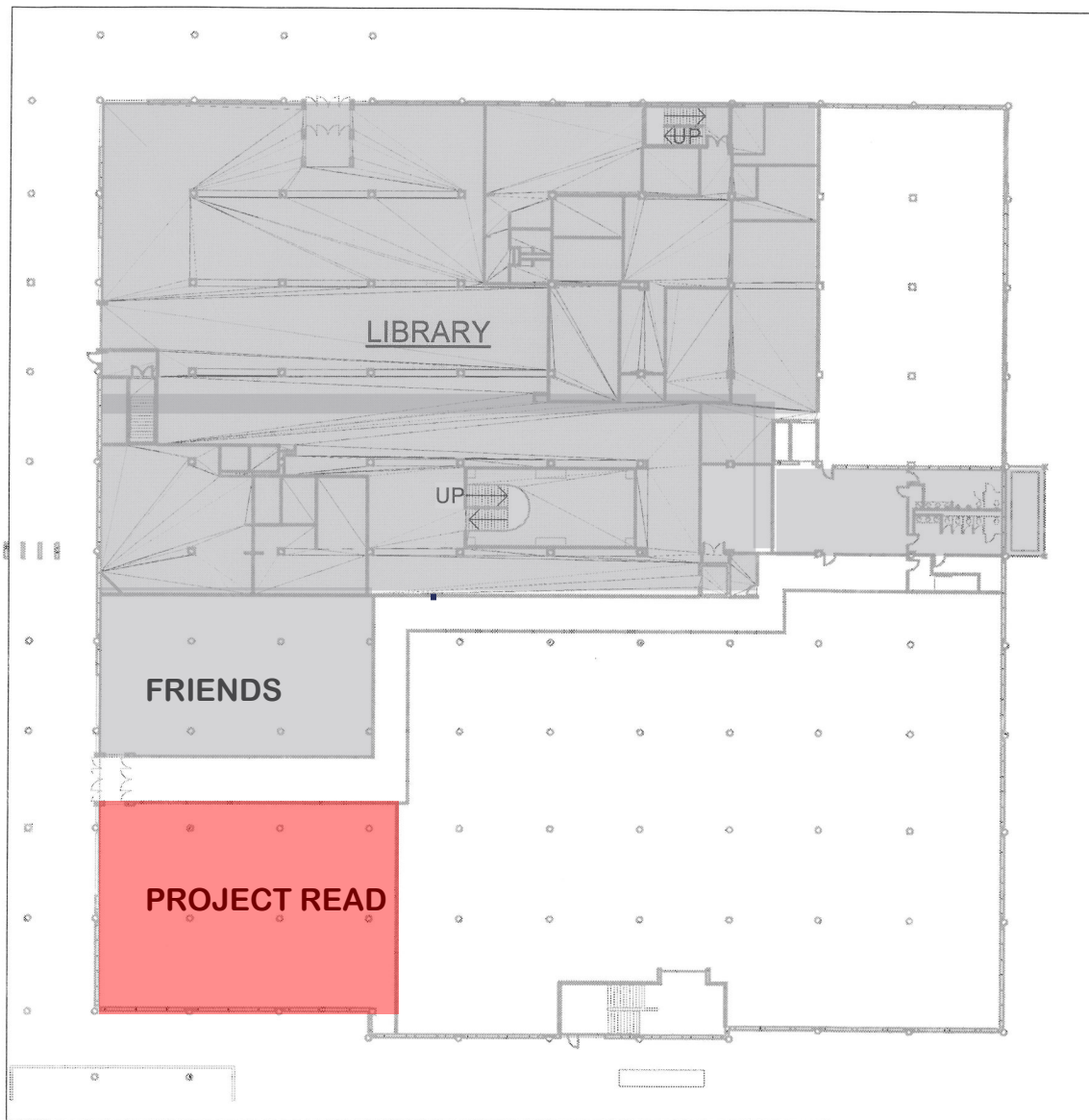
Notary Public

EXHIBIT A



LIB. - LOWER LEVEL (659.0')

 Library Space



LIB. - UPPER LEVEL (676.0')

 Library Space

 Project Read

EXHIBIT B

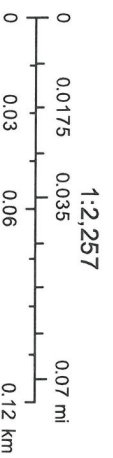
Exhibit B



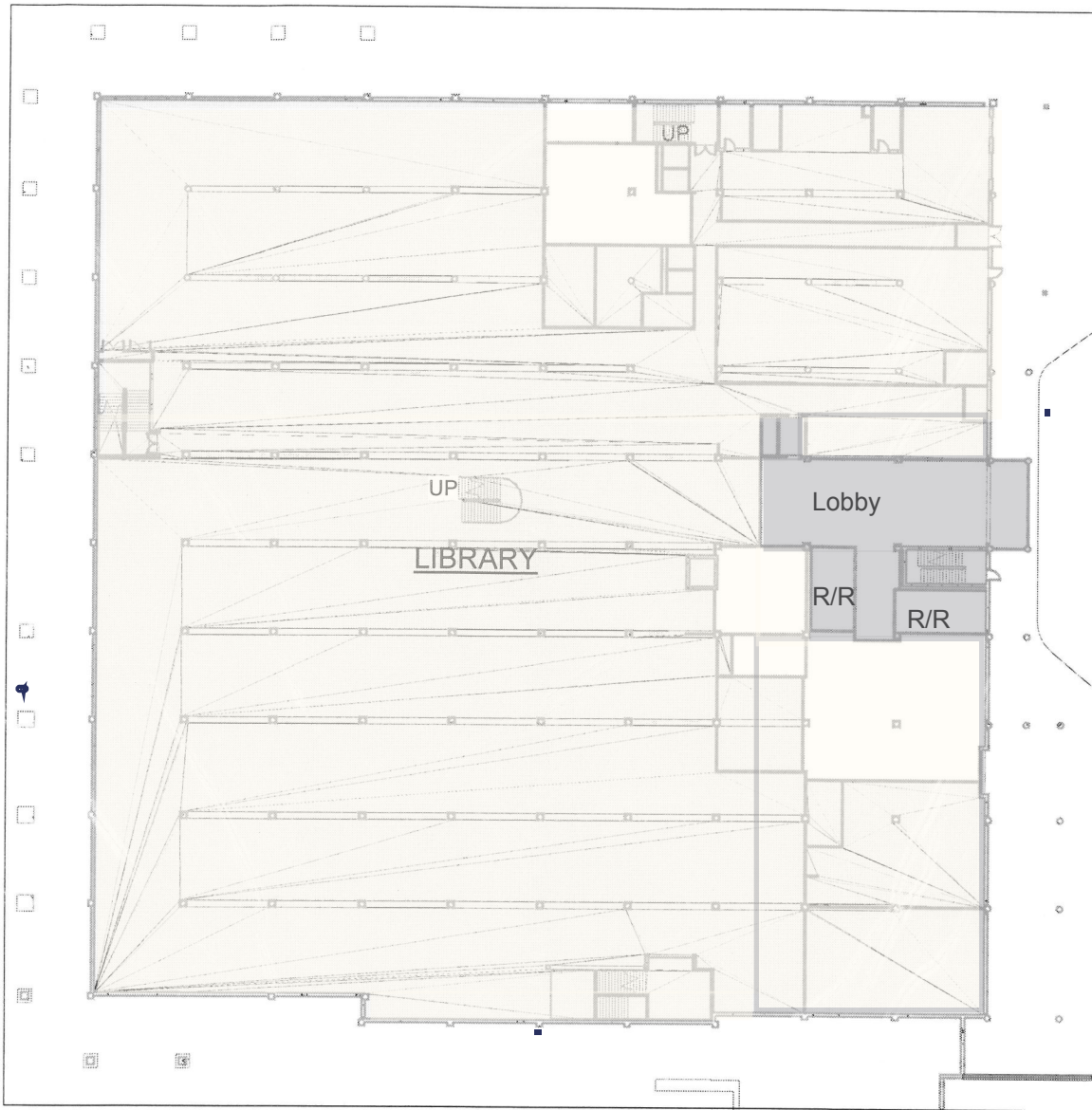
April 7, 2015

BaseData - ParcelsWithData

 Exterior Common Area

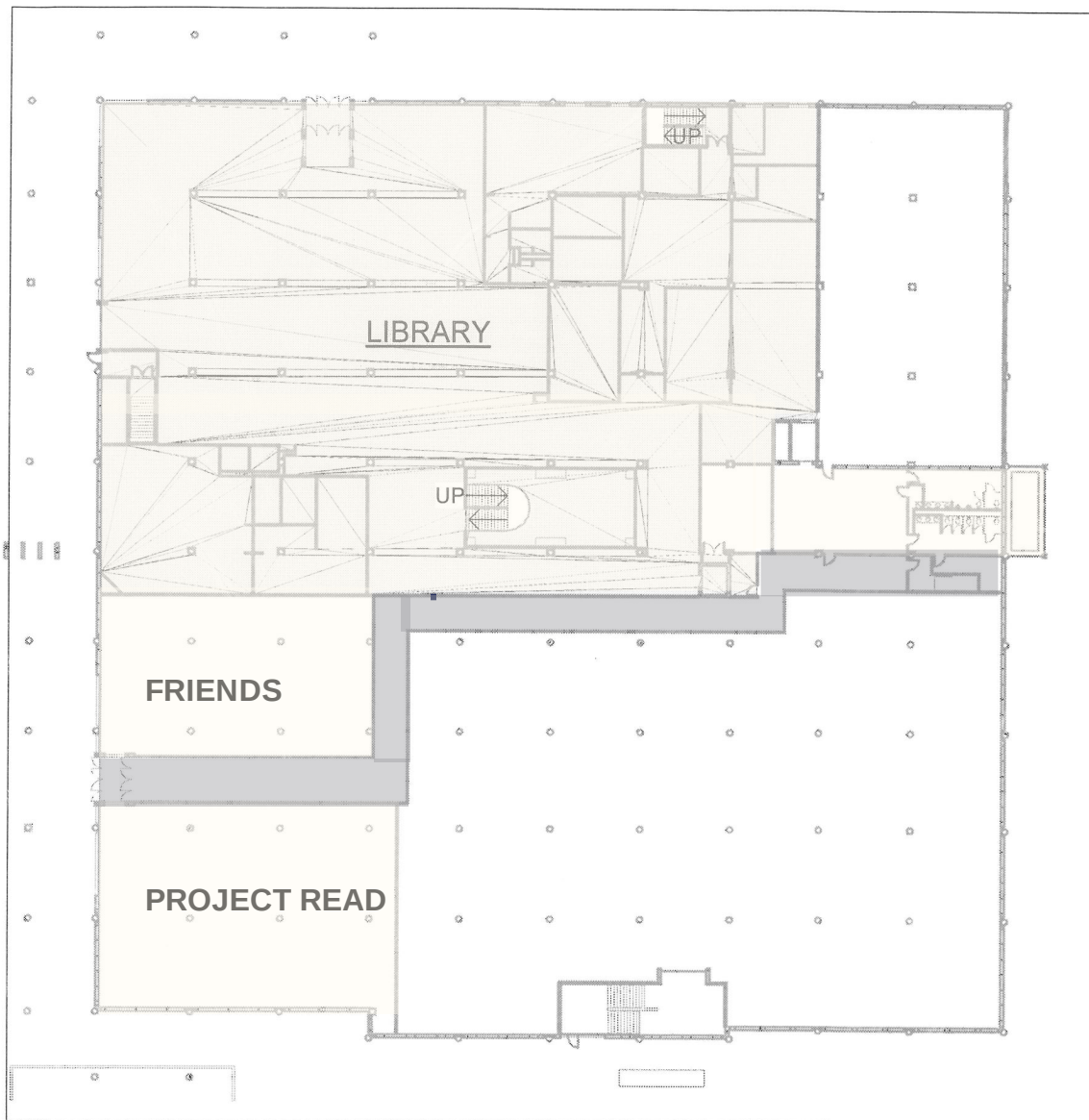


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and



LIB. - LOWER LEVEL (659.0')





LIB. - UPPER LEVEL (676.0')



EXHIBIT C

City of Decatur Maintenance Responsibilities for 130 N. Franklin Street, Decatur, Illinois

The City, as set forth in this Exhibit, and as additionally set forth in the Lease, carries out various housekeeping and maintenance responsibilities for the Library. In addition to the obligations set forth in the Lease, the City shall undertake the following specific operational, housekeeping, maintenance, and repair obligations:

1. The City will make every reasonable effort to maintain temperature and humidity control throughout the facility with special emphasis within the Local History and Archival. Target temperature and humidity levels for the Local History and Archival areas are between 69 and 72 degrees Fahrenheit with relative humidity maintained between 40% and 50%. The target temperatures in all other areas are between 68 to 73 degrees Fahrenheit when occupied by, and between 64 and 80 degrees when unoccupied. This will be maintained as close to target within the limits of existing HVAC equipment that have currently established and demonstrated parameters necessary to meet these targets. This provision specifically requires the City to physically operate the HVAC system to achieve the target temperatures.

2. The City shall provide all housekeeping labor and materials necessary to keep spaces used by the Library, clean, attractive, and fully functional at the highest standards.

3. The City shall make available housekeeping and maintenance staff services during all hours that the Library is open to the public, and all hours that shared meeting spaces are in use during normal hours of operation. The City shall cause one (1) member of the staff to be in the building during all hours that the Library is open to the public, as those hours change from time to time in the Library's sole discretion. The City shall provide the Library a method of contacting housekeeping and maintenance staff during all hours and housekeeping and maintenance staff shall respond to reasonable service requests during the Library's currently established normal hours of operation. The City shall additionally make available housekeeping and maintenance staff as reasonably necessary to allow the building to open to the public as scheduled by the Library. This shall require at a minimum that the Leased Premises are cleaned and ready to open at least 15 minutes prior to the scheduled opening time.

4. The City shall make every reasonable effort to furnish trash receptacles as directed by the tenants strategically throughout the Leased Premises and Common Area and emptied daily.

5. Every reasonable effort will be made for pavements and grounds to be maintained free of litter, trash, debris, and graffiti, with signage and pavement marking kept clean, and easily seen and in good repair. The City shall, or shall contract to, provide snow and ice removal from the Common Area, when reasonably necessary.

6. Every reasonable effort will be made to maintain all exterior areas and professional appearance with regard to landscaping, yards and grounds and pavements.

7. The City shall maintain the exterior building surfaces, site furnishing, equipment, pavement and walkways. The City shall cause all exterior portions of the Building and Common Area to be reasonably illuminated during nighttime hours during which the Leased Premises are in use.

8. The systems and components of the Building, Leased Premises and Common Area shall be repaired or replaced to the greatest extent possible to minimize disruptions of Library service.

9. The City shall within a reasonable amount of time from Library's request provide labor and equipment as required to move, relocate, and assemble Library's materials, and equipment including but not limited to books, shelving, display cases and equipment, furnishings, office equipment and any reconfiguration of portable partitions and doors that are extraordinary work and not part of the normal duties of the Library, such shelving books. This obligation will include, but not be limited to, assisting the Library or the Friends of the Library with their annual book sales (moving books, setting up tables, moving pallets, setting books on tables, etc.) and on a regular basis moving donated books into the Leased Premises from the loading dock of the Building. To effectuate this provision, the City shall ensure that one (1) maintenance staff person is fork truck certified and reasonably available to the Library and Friends of Library as required under this Agreement.

10. Background checks of all City employees (or City contractors) working in the Library's Leased Premises shall be provided to the Library as required by law. The City will not assign specific City employees to the Leased Premises, the Building, or the Common Area upon the reasonable request of the Library. The City shall not assign any City employee (or City contractor) to work in the Library Building if such person is a registered sex offender. in complying with and as required by law.

11. The City shall provide all labor needed to clean meeting rooms located in the Trustee's leased space. The City shall provide all labor needed to set up, take down and configure and arrange all furnishings and equipment required by meeting room users during normally scheduled hours of operation that are not routine matters not requiring maintenance staff.

12. Third party users will be responsible for set up or take down of any furnishings and equipment not normally used by the Library within these meeting rooms. Repair of damage beyond normal wear to any equipment or furnishings will be the responsibility of the entity sponsoring the event of the third party.

13. The City will request the Building Service Contractor to give current displaced Library workers/employees consideration for employment for the Leased Premises.

Public Works

DATE: 3/29/2016

MEMO: 2016-15

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory--4855 Rea's Bridge Road

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

BACKGROUND:

The subject property adjoins Decatur City limits on the west, north and east. Property to the south is located in the County. The lot contains approximately 2.0 acres. The lot is improved with a residence. The following information is relevant to the areas in question.

1. City water is currently available and connected to the subject property. Water has been connected to the property since 2003.
2. No additional public infrastructure or municipal services are needed or contemplated.
- 3 Decatur Fire response distance and time averages 4.2 miles and 8 minutes, respectively.

POTENTIAL OBJECTIONS: No known objections

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

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

BUDGET/TIME IMPLICATIONS: Based on the current assessed value, approximately \$551 in real estate, \$67 in motor fuel and \$231 in state income taxes may be realized

annually by annexing the property.

ATTACHMENTS:

Description	Type
2016-15 Ordinance	Ordinance
2016-15 Plat	Backup Material
2016-15 Petition	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Marley, Richard	Approved	3/30/2016 - 9:50 AM
Legal Department	Morthland, Wendy	Approved	3/31/2016 - 1:30 PM
City Manager	Tyus, Billy	Approved	3/31/2016 - 2:07 PM
City Manager	Gleason, Tim	Approved	3/31/2016 - 4:33 PM

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
- 4855 Rea's Bridge Road -**

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

PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THREE (3) EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 557.04 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION THIRTY-TWO (32); THENCE SOUTH 258.8 FEET; THENCE WEST 208.8 FEET; THENCE NORTH 258.8 FEET; THENCE EAST 208.8 FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF MACON AND STATE OF ILLINOIS. **AND** COMMENCING AT A IRON PIN AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE WESTERLY ON THE CENTER LINE OF S.A. ROUTE 24 765.84 FEET TO A POINT, THENCE SOUTHERLY 50 FEET ON A LINE PARALLEL TO THE EAST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING; SAID POINT OF BEGINNING BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF S.A. ROUTE 24, THENCE FROM THE POINT OF BEGINNING WESTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE 208.8 FEET TO A POINT, THENCE SOUTHERLY ON A LINE FORMING AN ANGLE OF 89 DEGREES 19 SECONDS TO THE LEFT WITH THE RIGHT OF WAY LINE EXTENDED 208.8 FEET TO A POINT THENCE EASTERLY ON A LINE PARALLEL TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID ROUTE 24 208.8 FEET TO A POINT, THENCE NORTHERLY 208.8 FEET TO A POINT OF BEGINNING, SITUATED IN THE COUNTY OF MACON AND STATE OF ILLINOIS; SAID TRACT CONTAINING 43,597.4 SQUARE FEET, MORE OR LESS.

PIN # 18-08-32-476-007 BOOK 4223 PAGE 251

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

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

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

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

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

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

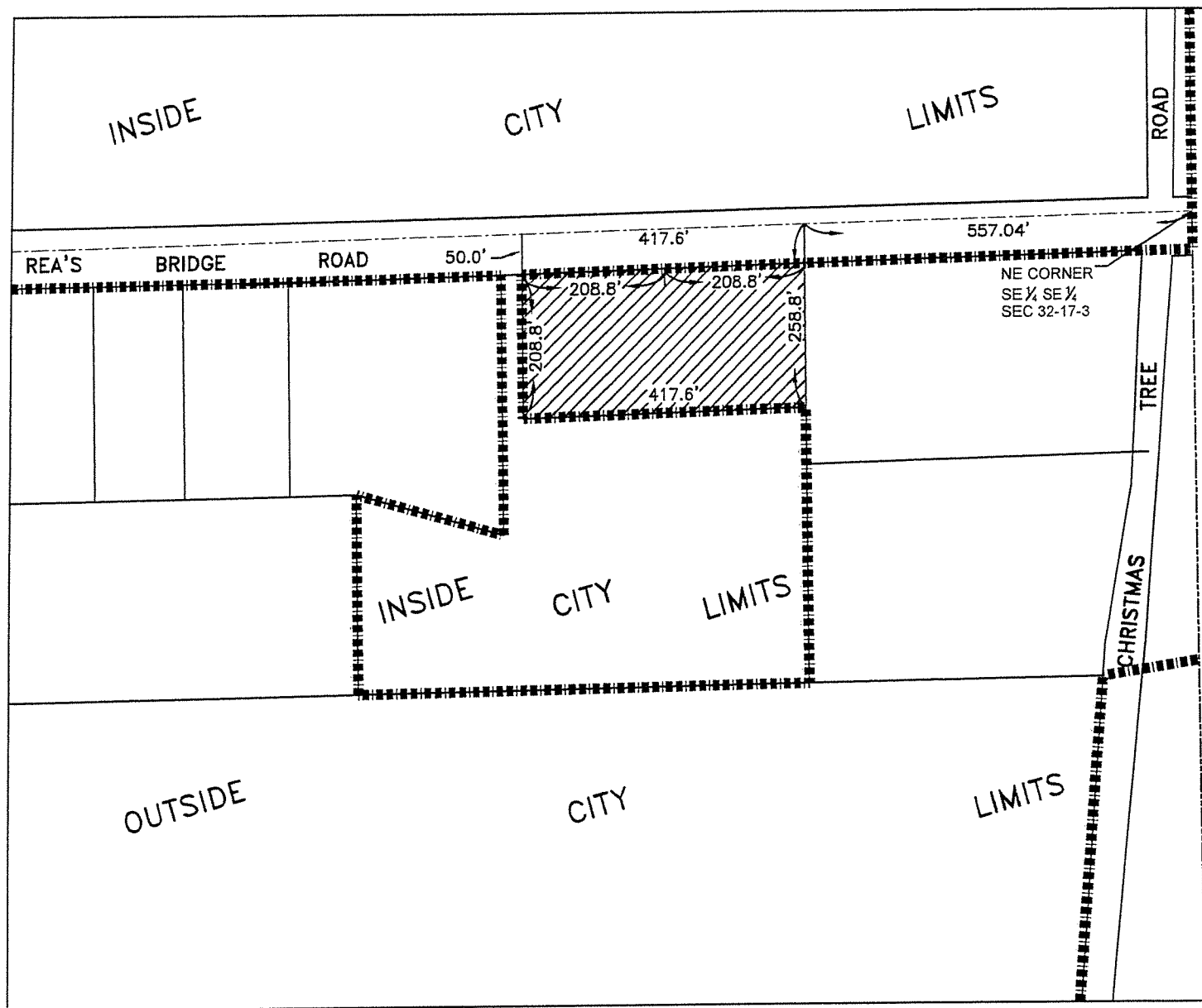
Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 4th day of April, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
4855 REA'S BRIDGE ROAD



indicates territory annexed



indicates existing corporate limits

2.001± acres

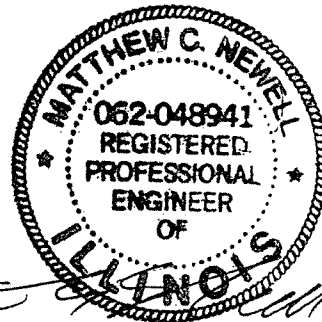
AREA 0.0031± sq. miles

0 lin. ft. of public road

WHITMORE township



N.T.S.



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2015

ORDINANCE NO: _____

DATE: _____ Page 43 of 85

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

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

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector residing therein, of all the territory herein described.
2. That at least 51% of the electors who reside on the territory herein described have signed and do join in the petition.
3. That the territory herein described is not within the corporate limits of any municipality.
4. That the territory herein described is contiguous to the City of Decatur, a municipal corporation.
5. That the petitioners requests that the City of Decatur, a municipal corporation, annex the property commonly described as 4855 East Rea's Bridge Road, and more particularly described as follows:

PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THREE (3) EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 557.04 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION THIRTY-TWO (32); THENCE SOUTH 258.8 FEET; THENCE WEST 208.8 FEET; THENCE NORTH 258.8 FEET; THENCE EAST 208.8 FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF MACON AND STATE OF ILLINOIS. AND COMMENCING AT A IRON PIN AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE WESTERLY ON THE CENTER LINE OF S.A. ROUTE 24 765.84 FEET TO A POINT, THENCE SOUTHERLY 50 FEET ON A LINE PARALLEL TO THE EAST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING; SAID POINT OF BEGINNING BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF S.A. ROUTE 24, THENCE FROM THE POINT OF BEGINNING WESTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE 208.8 FEET TO A POINT, THENCE SOUTHERLY ON A LINE FORMING AN ANGLE OF 89 DEGREES 19 SECONDS TO THE LEFT WITH THE RIGHT OF WAY LINE EXTENDED 208.8 FEET TO A POINT THENCE EASTERLY ON A LINE PARALLEL TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID ROUTE 24 208.8 FEET TO A POINT, THENCE NORTHERLY 208.8 FEET TO A POINT OF BEGINNING, SITUATED IN THE COUNTY OF MACON AND STATE OF ILLINOIS; SAID TRACT CONTAINING 43,597.4 SQUARE FEET, MORE OR LESS.

PIN # 18-08-32-476-007

BOOK 4223 PAGE 251

WHEREFORE, petitioner requests the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

David C. Wall
Signature of Owner and/or Elector

2570 E Division St.
Street Address

David E Wall
Printed Name of Owner and/or Elector

Decatur, IL 62526
City, State, Zip Code

(217) 422-6307
Telephone Number

Signed and sworn to before me this

5th day of November, 2014
Jeannette S. Zerkowski
NOTARY PUBLIC

OFFICIAL SEAL
JEANNETTE S. ZERFOWSKI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-23-2017

Public Works

DATE: 3/30/2016

MEMO: 2016-14

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Approving Bid and Authorizing the Execution of a Contract with Midwest Fence Corporation for Annual Guardrail Replacement Project, City Project 2015-27, Section No. 15-00527-00-GR

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum No. 2016-14.

COPY: Midwest Fence Corporation

ATTACHMENTS:

Description	Type
Council Memorandum 2016-14	Cover Memo
Resolution to Appropriate MFT Funds	Resolution Letter
BLR 09111 IDOT Resolution	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Marley, Richard	Approved	3/31/2016 - 12:34 PM
Legal Department	Morthland, Wendy	Approved	3/31/2016 - 1:24 PM
City Manager	Tyus, Billy	Approved	3/31/2016 - 2:09 PM
City Manager	Gleason, Tim	Approved	3/31/2016 - 4:34 PM

**PUBLIC WORKS MEMORANDUM
NO. 2016-14**

DATE: March 21, 2016

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Approving Bid and Authorizing the Execution of a Contract with Midwest Fence Corporation for Annual Guardrail Replacement Project, City Project 2015-27, Section No. 15-00527-00-GR

SUMMARY RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolutions authorizing the Mayor to sign and the City Clerk to attest to the following items related to the Annual Guardrail Replacement Project to replace guardrail along Lost Bridge Road adjacent to Lake Decatur:

1. Resolution appropriating \$36,000 in State Motor Fuel Tax (MFT) funds for the Annual Guardrail Improvements Project.
2. Resolution awarding the contract for the Annual Guardrail Improvement Project, City Project 2015-27, to Midwest Fence Corporation, as the lowest responsible bidder, in the amount of \$36,000. The resolution represents an expenditure of \$32,000 as the low bid plus \$4,000 for project contingencies.

PRIOR COUNCIL ACTION:

June 2, 2014 – Council approved Resolution R2014-61 authorizing an Intergovernmental Cooperation Agreement between the City of Decatur and the County of Macon, Illinois, to replace damaged guardrail on Lost Bridge Road as part of the Lost Bridge Road Guardrail Replacement Project, City Project 2014-04, for an amount not to exceed \$20,000.

June 2, 2014 – Council approved Resolution R2014-60 revising the City's appropriation of Motor Fuel Tax (MFT) funds dedicated to general maintenance to include \$20,000 for guard rail repairs.

BACKGROUND:

Lost Bridge Road Guardrail

Beginning in 2014, the City began a guardrail improvement program aimed at repairing or replacing sections of failed, substandard, or deteriorated guardrail in the City. This work began on Lost Bridge Road by replacing a section of damaged and deteriorated guardrail on the south

side of the road east of the bridge over Lake Decatur. The goal of the program is to improve a large section of guardrail in the City each year.

Public Letting Results

The project specifications were prepared by the Public Works Department. The project was advertised two consecutive weeks on Wednesday, March 2 & 9, 2016, and bids were opened on Thursday, March 17, 2016. Results from the letting are as follows:

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est. Over/Under</u>
Midwest Fence Corporation	\$32,000.00	(-15.99%)
Clevenger Contractors	NO BID	—
Engineer's Estimate	\$38,092.00	-----

Two contractors took out bid packages and one contractor submitted a bid proposal for the Annual Guardrail Replacement Project. Midwest Fence Corporation provided the lowest responsive and responsible bid at 15.99% below the Engineer's Estimate.

Midwest Fence has successfully completed projects for the City and adheres to the prevailing wage rate requirements of the State of Illinois. Staff recommends that the City Council approve a contract with Midwest Fence Corporation to perform the Annual Guardrail Replacement Project, Lost Bridge Road.

The use of State Motor Fuel Tax Funds requires adherence to the State's Equal Employment Opportunity (EEO) requirements. The provisions of City Code Chapter 28, Article 10, "Minority Participation Goals for Public Works Contracts" do not apply to State MFT funded projects.

SCHEDULE: Following approval of the contract by the City Council the contracts will be forwarded to the Illinois Department of Transportation (IDOT) in Effingham for approval. Work on this project shall begin after a "Notice to Proceed" has been issued from the City. The Guardrail Replacement project is scheduled to be complete before May 27, 2016.

POTENTIAL OBJECTION: None we are aware of.

INPUT FROM OTHER SOURCES: Illinois Department of Transportation

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is allocated in the Motor Fuel Tax Fund. It is proposed that a total project expenditure of \$36,000 be authorized representing the low bid amount of \$32,000 plus \$4,000 for project contingencies.

Staffing Impact: Staff time has been allocated for this project in the Capital Improvement Plan.

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

Attach: 5

cc: Midwest Fence Corporation

RESOLUTION NO. _____

**RESOLUTION TO APPROPRIATE MOTOR FUEL TAX FUNDS FOR
THE IMPROVEMENT OF LOST BRIDGE ROAD
BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE
CITY PROJECT 2015-27**

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

Section 1. That there is hereby appropriated the sum of \$36,000.00 of State Motor Fuel Tax funds for the purpose of replacing guardrail for the Improvement of Lost Bridge Road under the applicable provisions of the Illinois Highway Code.

Section 2. That only those sidewalks, streets, highways, bridges; and operations as listed and described as part of the Annual Guardrail Replacement Project, Lost Bridge Road, are eligible for State Motor Fuel Tax funds and shall be designated as Section 15-00527-00-GR.

Section 3. That the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

Section 4. That the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 4th day of April, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK



Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the City Council of the
City Decatur of Decatur Illinois
City, Town or Village Council or President and Board of Trustees

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Lost Bridge Road		East of Bridge	Spitler Drive

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Remove and replace 1021 feet of guardrai
on Lost Bridge Road, east of the bridge to Spitler Drive

and shall be constructed _____ wide
and be designated as Section 15-00527-00-GR

2. That there is hereby appropriated the (additional ☐ Yes ☒ No) sum of _____
Thirty-Six Thousand and -----00/100 Dollars (\$36,000.00) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved	I, <u>Debra G. Bright</u> Clerk in and for the
	City <u>Decatur</u> of <u>Decatur, Illinois</u>
	City, Town or Village
	County of <u>Macon</u> , hereby certify the
	foregoing to be a true, perfect and complete copy of a resolution adopted
	by the <u>City Council</u>
	Council or President and Board of Trustees
	at a meeting on <u>April 4, 2016</u>
	Date
	IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
	4th day of <u>April, 2016</u>
	(SEAL)
	Debra G. Bright, City, Town, or Village Clerk
Date	
Department of Transportation	
Regional Engineer	

ATTACHMENTS:

Description	Type
Resolution Accepting Bid/Awarding Contract	Resolution Letter
Council Bid Tab	Backup Material
Location Map, Lost Bridge Road	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Marley, Richard	Approved	3/31/2016 - 12:34 PM
Legal Department	Morthland, Wendy	Approved	3/31/2016 - 1:32 PM
City Manager	Tyus, Billy	Approved	3/31/2016 - 2:09 PM
City Manager	Gleason, Tim	Approved	3/31/2016 - 4:35 PM

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A CONTRACT WITH
MIDWEST FENCE CORPORATION FOR
ANNUAL GUARDRAIL REPLACEMENT PROJECT,
LOST BRIDGE ROAD
CITY PROJECT 2015-27**

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

Section 1. That the tabulation of bids received for City Project 2015-27, Annual Guardrail Replacement, Lost Bridge Road project be, and it is hereby, received and placed on file.

Section 2. That the bid of Midwest Fence Corporation be accepted and a contract awarded accordingly and that said contract between Midwest Fence Corporation and the City of Decatur is for a total amount of \$36,000.00 in Motor Fuel Tax funds.

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, Midwest Fence Corporation, for said plan, in the amount of \$36,000.00 in Motor Fuel Tax funds.

PRESENTED and ADOPTED this 4th day of April, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

Project Name: 2015 Annual Guardrail Replacement Project, Lost Bridge Road Project Number: 2015-27 Bid Date: March 17, 2016 Time: 10:00 A.M. Fund: MFT Organization Code: 46484606 Object Code: 489070				Engineer's Estimate City Engineering Division		Midwest Fence Corp. 900 N Kedzie Ave Chicago, IL 60651 Timothy M. Bell, Pres. Everett J. Bell, Sec. Ph. 773-584-3411 Fax 773-422-6626 Barbara Bell babell@mwfence.com	
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Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total
63000001	SPBGR TY A 6 FT POSTS	546.00	FOOT	\$21.00	\$11,466.00	\$23.00	\$12,558.00
63000003	SPBGR TY A 9 FT POSTS	450.00	FOOT	\$30.00	\$13,500.00	\$25.00	\$11,250.00
63200310	GUARDRAIL REMOVAL	1,021.00	FOOT	\$6.00	\$6,126.00	\$4.00	\$4,084.00
70100450	TRAF CONT & PROT 701201	1.00	L SUM	\$5,000.00	\$5,000.00	\$2,108.00	\$2,108.00
LR631020	TRAF BAR TERMINAL TYPE 1	1.00	EACH	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
	TOTAL BIDS (AS CORRECTED)				\$38,092.00		\$32,000.00
	Percent Over Under ENGINEER'S ESTIMATE						-15.99%

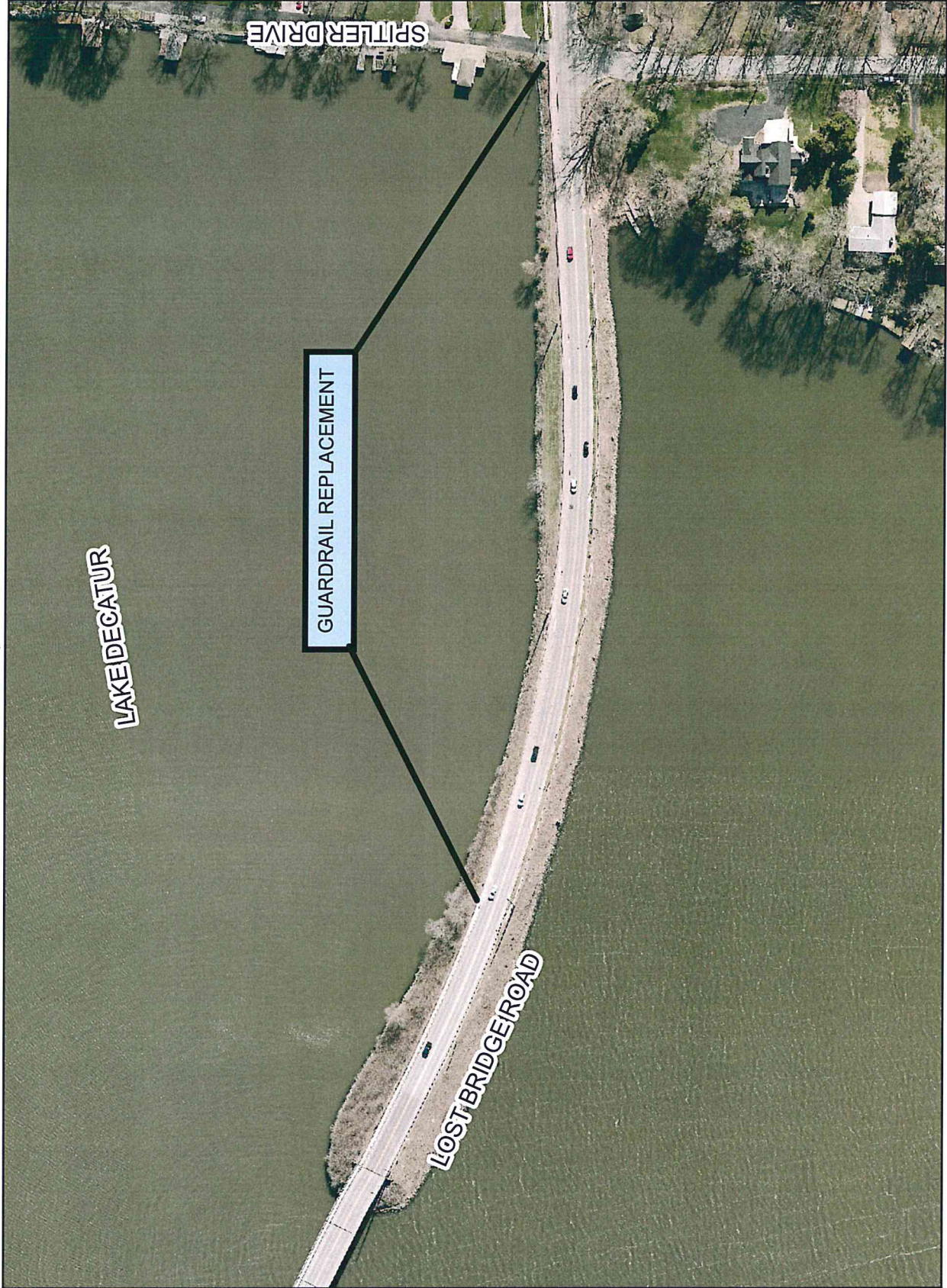


 Matthew C. Newell, P.E., City Engineer

3-17-16

 Date

ANNUAL GUARDRAIL REPLACEMENT PROJECT
LOST BRIDGE ROAD
CITY PROJECT 2015-27, SECTION 15-00527-00-GR



GUARDRAIL REPLACEMENT LOCATION

Purchasing

DATE: 3/29/2016

MEMO: 16-03

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Gregg Zientara, Financial Management Director
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Bids for tree and bush removal

SUMMARY RECOMMENDATION: Staff recommends awarding a contract to Sky's the Limit Tree Service, Inc. to furnish herbicide application and tree and bush removal along East U.S. Route 36 Eastbound, South embankment on the east side of bridge to Forest Knolls Estates and west side of bridge to Lake Shore Drive.

BACKGROUND: This project is being done for landscape maintenance of the shoreline. Similar projects were completed in 2015 on South U.S. Route 51, North embankment adjacent to Lake Decatur, 2014 on Lost Bridge Road - Westbound, 2013 on Lost Bridge Road - Eastbound, 2012 on William Street Road, 2011 on Lake Shore Drive, 2009 on Route 51 Northbound and 2007 on Rea's Bridge Road.

A condition of the bid was the successful vendor must dispose of the landscape debris from this project in a legal and proper manner or in a landscape waste facility.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: Lake Services requested the work and wrote the specifications.

STAFF REFERENCE: Keith Alexander, Director of Water Management, 424-2863. Randy Miller, Water Services Manager, 875-5705. Keith will be at the meeting to answer any questions the council may have about this purchase.

BUDGET/TIME IMPLICATIONS:

Tree and bush removal services at a cost not to exceed \$49,000 are a routine annual expenditure in the Lake Services operating budget.

\$48,500 Tree and Bush Removal
500 Herbicide Application
\$49,000 Bid Total

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Bid Summary	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Purchasing	Perry, Debbie	Approved	3/30/2016 - 12:16 PM
Financial Management	Zientara, Gregg	Approved	3/31/2016 - 12:26 PM
Legal Department	Morthland, Wendy	Approved	3/31/2016 - 1:26 PM
City Manager	Gleason, Tim	Approved	3/31/2016 - 4:33 PM

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID
– SKY'S THE LIMIT TREE SERVICE, INC. –
CITY PROJECT – 2016-04

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

Section 1. That the tabulation of the bid received for furnishing tree and bush removal – East U.S. Route 36, City Project 2016-04 presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the bid of Sky's the Limit Tree Service, Inc. be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Sky's the Limit Tree Service, Inc. for their bid price of \$49,000.00.

PRESENTED AND ADOPTED THIS 4th day of April, 2016.

Julie Moore Wolfe
MAYOR

ATTEST:

CITY CLERK

Project Name: Tree & Bush Removal East U.S. Route 36 Project Number: 2016-04 Bid Date: March 22, 2016 Time: 10:00 a.m.				Sky's the Limit Tree Service, Inc. Decatur, IL		JT's Tree Service Effingham, IL	
	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total
	East U.S. Route 36 Eastbound (South Embankment, east side of bridge to Forest Knolls Estates)						
	Tree & Bush Removal				\$30,750.00		\$26,745.00
	Herbicide Application				\$250.00		\$250.00
	East U.S. Route 36 Eastbound (South Embankment, west side of bridge to Becker Underpass)						
	Tree & Bush Removal				\$17,750.00		\$40,745.00
	Herbicide Application				\$250.00		\$250.00
TOTAL					\$49,000.00		\$67,990.00

City Clerk

DATE: 3/28/2018

MEMO: 2016-03

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Approving Appointment to Traffic & Parking Commission

SUMMARY RECOMMENDATION: City Staff recommends the approval of Jared Broderick to the Traffic & Parking Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Bright, Debbie	Approved	3/28/2016 - 5:57 PM
Legal Department	Morthland, Wendy	Approved	3/31/2016 - 1:24 PM
City Manager	Tyus, Billy	Approved	3/31/2016 - 2:06 PM
City Manager	Gleason, Tim	Approved	3/31/2016 - 4:30 PM

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Jared Broderick

Traffic & Parking Commission

10/01/2018

DATED this 4th day of April, 2016.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2016-_____
RESOLUTION APPROVING APPOINTMENT

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

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

PRESENTED AND ADOPTED this 4th day of April, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 4th day of April, 2016.

Julie Moore Wolfe, Mayor

Management Services

DATE: 4/4/2016

MEMO: 2016-02

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Approving the Expenditure of City Funds to Renew Annual Data Network Maintenance Agreement

SUMMARY RECOMMENDATION:

Staff recommends that the City Council approve the attached resolution authorizing the City Manager to execute a renewal maintenance agreement in the amount of \$25,570.30 to Netch for renewal of the Annual Data Network Maintenance Agreement.

BACKGROUND:

The City has standardized on CISCO network hardware and software to provide intra-building Local Area Network (LAN) connectivity between the end-user desktop computers, application servers, and data storage layers located in City offices throughout the City. Our Data Network equipment also provides firewall protection for all of the City's intranet connections. This agreement is for hardware and software maintenance protecting the City Data Network against failure for the contract year beginning March 21, 2016.

Reasons for the expected increase of \$3,261.30 over last year was a 3% overall contract increase which falls within contract expectations, a blade server came off of warranty and was added to the support contract, and several key network components which were upgraded from 8 hour, 5 day coverage to 7 day, 24 hour coverage with a 4 hour response instead of next day.

Renewal of this agreement entitles the City to receive hardware component replacement for failed equipment, around the clock technical support from network engineers, and ongoing software updates. This is a routine annual expense.

Netch is quoting both one-year and three-year renewal options. We are recommending the one year option for this renewal.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None anticipated

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Gerard J. Bauer, Assistant City Manager (424-2801) Jim Edwards, MIS Manager (450-2236)

BUDGET/TIME IMPLICATIONS:

Budget Impact: The funding for this project will be paid from the MIS Division operating budget and is provided for in the approved FY2016 City budget.

ATTACHMENTS:

Description	Type
Data Network Maintenance Resolution	Resolution Letter
Data Network Maintenance Quote	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Management Services	Tyus, Billy	Approved	3/30/2016 - 11:18 AM
Legal Department	Morthland, Wendy	Approved	3/31/2016 - 1:33 PM
City Manager	Tyus, Billy	Approved	3/31/2016 - 2:07 PM
City Manager	Gleason, Tim	Approved	3/31/2016 - 4:31 PM

RESOLUTION NO. R _____

RESOLUTION APPROVING THE EXPENDITURE OF CITY FUNDS TO RENEW
ANNUAL DATA NETWORK MAINTENANCE AGREEMENT
- NETECH -

Section 1. That the Price Quote presented to the City Council herewith from NETECH for the Annual Data Network Maintenance Agreement, and it is hereby, received, placed on file, and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute a Purchase Order to NETECH in an amount not to exceed \$25,570.30.

PRESENTED and ADOPTED this 4th day of April, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



YOUR NETWORK, ANYWHERE

311 SW Water Street, Suite 202
Peoria, Illinois 61702
317-581-1900 Office phone
309-696-3833 Mobile phone
317-581-1919 Fax

Maintenance Quote for:
City of Decatur

Sales Rep:

Email:
Direct:

Inside Sales Rep:

Email:
Direct:

Maintenance Specialist:

Email:
Direct:

Kipp Bolt

kbolt@netechcorp.com
309-696-3833

Cindy Gannon

cgannon@netechcorp.com
608-828-6434

Morgan Wustman

morganwustman@netechcorp.com
616-871-1547

Netech Support Center

Monday - Friday, 7am-6pm (CST)

(877) 638-3249
support@netechcorp.com

After Hours & Weekends

Select Option 1
For after hours operator

Quote #	11844558
Date	3/16/2016
Version:	1

Netech Maintenance Summary		Total Price
Netech Maint - 1 Year		\$25,570.30
Netech Maint - 3 Year		\$66,054.27

Notes Section



Maintenance Quote for:
City of Decatur

311 SW Water Street, Suite 202
Peoria, Illinois 61702
317-581-1900 Office phone
317-581-1919 Fax
309-696-3833 Mobile phone

Quote #	11844558
Date	3/16/2016
Version:	1
Quote Title:	Netech Maint - 1 Year

Sales Rep: Kipp Bolt
Email: kbolt@netechcorp.com
Direct: 309-696-3833

Inside Sales Rep: Cindy Gannon
Email: cgannon@netechcorp.com
Direct: 608-828-6434

Maintenance Specialist: Morgan Wustman
Email: morganwustman@netechcorp.com
Direct: 616-871-1547

Site ID#	Location	EOS Date	Part Number	Description	Qty	Serial Number	Maintenance Part Number	Start	End	Annual Price	Discount	Extended Price	Coterm Price
1202558	DECATUR	12/31/2018	ER90-USR-10-NEW	EMRGNCY RSPNDR 90 USR LIC 10 PHNS NEW	13		CON-ECMU-ER90USR0	3/21/2016	3/20/2017	\$24.00	20.00%	\$249.60	\$249.60
1202558	DECATUR		LIC-CUCM-9X-ENH-A	UC Manager-9.x Enhanced Single User License	124		CON-ECMU-LICMENHA	3/21/2016	3/20/2017	\$33.00	20.00%	\$3,273.60	\$3,273.60
1202558	DECATUR		UNITYCN9-STD-USR	One Unity Connection 9.x User Messaging User	108		CON-ECMU-UNITYSTD	3/21/2016	3/20/2017	\$15.00	20.00%	\$1,296.00	\$1,296.00
CON-ECMU-11844558 TOTAL:													\$4,819.20
1202558	DECATUR		VMW-VS5-EP-1A=	VMware vSphere 6 Enterprise Plus (1 CPU),1yr Support Require	1	0N6AK-DJHF3-8816C-9L3UM-18JNN	CON-ISOV1-VS5ENTP1A	3/21/2016	3/20/2017	\$1,136.00	20.00%	\$908.80	\$908.80
1202558	DECATUR		VMW-VS5-EP-1A=	VMware vSphere 6 Enterprise Plus (1 CPU),1yr Support Require	1	0J6ZK-8JH2J-8886C-9LCAH-05C5N	CON-ISOV1-VS5ENTP1A	3/21/2016	3/20/2017	\$1,136.00	20.00%	\$908.80	\$908.80
1202558	DECATUR		VMW-VS5-ST-1A=	VMware vSphere 6 Standard (1 CPU), 1yr, Support Required	1	440C1-DK222-R8U6A-9V2K0-2WHU0	CON-ISOV1-VS5STD1A	3/21/2016	3/20/2017	\$420.00	20.00%	\$336.00	\$336.00
1202558	DECATUR		VMW-VS5-ST-1A=	VMware vSphere 6 Standard (1 CPU), 1yr, Support Required	1	044A1-DK2AH-R8V6A-9A3U6-31030	CON-ISOV1-VS5STD1A	3/21/2016	3/20/2017	\$420.00	20.00%	\$336.00	\$336.00
CON-ISOV1-11844558 TOTAL:													\$2,489.60
1202558	DECATUR	12/31/2016	AIR-BR1410A-A-K9-N	*Aironet 1410 Wireless Bridge w/ N-Type Connector, FCC Cnfg	1	FTX1244G00Q	CON-SNT-BR14110	3/21/2016	12/31/2016	\$575.00	20.00%	\$460.00	\$360.44
1202558	DECATUR	12/31/2016	AIR-BR1410A-A-K9-N	*Aironet 1410 Wireless Bridge w/ N-Type Connector, FCC Cnfg	1	FTX1244G00K	CON-SNT-BR14110	3/21/2016	12/31/2016	\$575.00	20.00%	\$460.00	\$360.44
1202558	DECATUR	12/31/2016	AIR-BR1410A-A-K9-N	*Aironet 1410 Wireless Bridge w/ N-Type Connector, FCC Cnfg	1	FTX1435G01K	CON-SNT-BR14110	3/21/2016	12/31/2016	\$575.00	20.00%	\$460.00	\$360.44
1202558	DECATUR	12/31/2016	AIR-BR1410A-A-K9-N	*Aironet 1410 Wireless Bridge w/ N-Type Connector, FCC Cnfg	1	FTX1623G081	CON-SNT-BR14110	3/21/2016	12/31/2016	\$575.00	20.00%	\$460.00	\$360.44
1202558	DECATUR	9/30/2018	ASA5510-BUN-K9	**ASA 5510 Appliance with SW, 5FE, 3DES/AES	1	JMX1243L2FH	CON-SNT-AS1BUNK9	3/21/2016	3/20/2017	\$482.00	20.00%	\$385.60	\$385.60
1202558	DECATUR		CISCO2911-V/K9	Cisco 2911 Voice Bundle, PVDM3-16, UC License PAK, FL-CUBE10	1	FTX1816A1LT	CON-SNT-2911V	3/21/2016	3/20/2017	\$453.00	20.00%	\$362.40	\$362.40
1202558	DECATUR		CISCO2911-V/K9	Cisco 2911 Voice Bundle, PVDM3-16, UC License PAK, FL-CUBE10	1	FTX1816A1LQ	CON-SNT-2911V	3/21/2016	3/20/2017	\$453.00	20.00%	\$362.40	\$362.40
1202558	DECATUR		UCUCS-EZ-B200M3	UCS B200 M3, dual-8-core/2.7 GHz, 128GB RAM	1	FCH18107U9Q	CON-SNT-UCB200M3	3/21/2016	3/20/2017	\$231.00	20.00%	\$184.80	\$184.80
1202558	DECATUR		UCUCS-EZ-C220M3S	UCS C220 M3 SFF dual-4-core/3.3 GHz, 64 GB RAM, 8x300 GB 15K	1	FCH1811V1AG	CON-SNT-UC220M3S	3/21/2016	3/20/2017	\$276.00	20.00%	\$220.80	\$220.80
1202558	DECATUR		WS-C4500X-32SFP+	Catalyst 4500-X 32 Port 10G IP Base, Front-to-Back, No P/S	1	JAE181307CK	CON-SNT-C45X32SF	3/21/2016	3/20/2017	\$1,800.00	20.00%	\$1,440.00	\$1,440.00
1202558	DECATUR		WS-C4500X-32SFP+	Catalyst 4500-X 32 Port 10G IP Base, Front-to-Back, No P/S	1	JAE181307AN	CON-SNT-C45X32SF	3/21/2016	3/20/2017	\$1,800.00	20.00%	\$1,440.00	\$1,440.00
CON-SNT-11844558 TOTAL:													\$5,837.75
1202558	DECATUR		AIR-CAP2602I-A-K9	802.11n CAP w/CleanAir; 3x4-3SS; Mod; Int Ant; A Reg Domain	1	FTX1747J5Y1	NET-SNT-AIRCAPN2	3/21/2016	3/20/2017	\$44.00	20.00%	\$35.20	\$35.20
1202558	DECATUR		AIR-CAP2602I-A-K9	802.11n CAP w/CleanAir; 3x4-3SS; Mod; Int Ant; A Reg Domain	1	FTX1747J5XJ	NET-SNT-AIRCAPN2	3/21/2016	3/20/2017	\$44.00	20.00%	\$35.20	\$35.20
1202558	DECATUR		AIR-CAP2602I-A-K9	802.11n CAP w/CleanAir; 3x4-3SS; Mod; Int Ant; A Reg Domain	1	FTX1747J5Y0	NET-SNT-AIRCAPN2	3/21/2016	3/20/2017	\$44.00	20.00%	\$35.20	\$35.20
1202558	DECATUR		AIR-CAP2602I-A-K9	802.11n CAP w/CleanAir; 3x4-3SS; Mod; Int Ant; A Reg Domain	1	FTX1747J5YW	NET-SNT-AIRCAPN2	3/21/2016	3/20/2017	\$44.00	20.00%	\$35.20	\$35.20
1202558	DECATUR		AIR-CAP2602I-A-K9	802.11n CAP w/CleanAir; 3x4-3SS; Mod; Int Ant; A Reg Domain	1	FTX1747J5XH	NET-SNT-AIRCAPN2	3/21/2016	3/20/2017	\$44.00	20.00%	\$35.20	\$35.20
1202558	DECATUR		AIR-CT2504-15-K9	2504 Wireless Controller with 15 AP Licenses	1	PSZ17330270	NET-SNT-CT2515	3/21/2016	3/20/2017	\$506.00	20.00%	\$404.80	\$404.80
1202558	DECATUR	7/31/2018	AIR-LAP1242AG-A-K9	802.11ag LWAPP AP Dual 2.4.5GHz RP-TNC FCC Cnfg	1	FTX1337B2GT	NET-SNT-LAP1242A	3/21/2016	3/20/2017	\$83.00	20.00%	\$66.40	\$66.40
1202558	DECATUR	7/31/2018	AIR-LAP1242AG-A-K9	802.11ag LWAPP AP Dual 2.4.5GHz RP-TNC FCC Cnfg	1	FTX1319B3Y7	NET-SNT-LAP1242A	3/21/2016	3/20/2017	\$83.00	20.00%	\$66.40	\$66.40
1202558	DECATUR	7/31/2018	AIR-LAP1242AG-A-K9	802.11ag LWAPP AP Dual 2.4.5GHz RP-TNC FCC Cnfg	1	FTX1319B3Y3	NET-SNT-LAP1242A	3/21/2016	3/20/2017	\$83.00	20.00%	\$66.40	\$66.40
1202558	DECATUR	7/31/2018	AIR-LAP1242AG-A-K9	802.11ag LWAPP AP Dual 2.4.5GHz RP-TNC FCC Cnfg	1	FTX1321B0J5	NET-SNT-LAP1242A	3/21/2016	3/20/2017	\$83.00	20.00%	\$66.40	\$66.40
1202558	DECATUR	7/31/2018	AIR-LAP1242AG-A-K9	802.11ag LWAPP AP Dual 2.4.5GHz RP-TNC FCC Cnfg	1	FTX1321B0L4	NET-SNT-LAP1242A	3/21/2016	3/20/2017	\$83.00	20.00%	\$66.40	\$66.40
1202558	DECATUR	7/31/2018	AIR-LAP1242AG-A-K9	802.11ag LWAPP AP Dual 2.4.5GHz RP-TNC FCC Cnfg	1	FTX1322B1G0	NET-SNT-LAP1242A	3/21/2016	3/20/2017	\$83.00	20.00%	\$66.40	\$66.40
1202558	DECATUR	7/31/2018	WS-C2960C-8TC-L	Catalyst 2960 7 10/100/1000 + 1 T/SFP LAN Base	1	FOC1230V14W	NET-SNT-C2960C8C	3/21/2016	3/20/2017	\$101.00	20.00%	\$80.80	\$80.80
1202558	DECATUR		WS-C2960XR-48FPD-I	Catalyst 2960-XR 48 GigE PoE 740W, 2 x 10G SFP+, IP Lite	1	FDO1813B089	NET-SNT-W296X48F	3/21/2016	3/20/2017	\$699.00	20.00%	\$559.20	\$559.20
1202558	DECATUR		WS-C2960XR-48FPD-I	Catalyst 2960-XR 48 GigE PoE 740W, 2 x 10G SFP+, IP Lite	1	FDO1813B01D	NET-SNT-W296X48F	3/21/2016	3/20/2017	\$699.00	20.00%	\$559.20	\$559.20
1202558	DECATUR		WS-C2960XR-48FPD-I	Catalyst 2960-XR 48 GigE PoE 740W, 2 x 10G SFP+, IP Lite	1	FDO1813B03J	NET-SNT-W296X48F	3/21/2016	3/20/2017	\$699.00	20.00%	\$559.20	\$559.20
1202558	DECATUR		WS-C2960XR-48FPS-I	Catalyst 2960-XR 48 GigE PoE 740W, 4 x 1G SFP, IP Lite	1	FDO1810B0GD	NET-SNT-WSC296FP	3/21/2016	3/20/2017	\$611.00	20.00%	\$488.80	\$488.80
1202558	DECATUR		WS-C2960XR-48FPS-I	Catalyst 2960-XR 48 GigE PoE 740W, 4 x 1G SFP, IP Lite	1	FDO1810B0FB	NET-SNT-WSC296FP	3/21/2016	3/20/2017	\$611.00	20.00%	\$488.80	\$488.80
1202558	DECATUR		WS-C2960XR-48FPS-I	Catalyst 2960-XR 48 GigE PoE 740W, 4 x 1G SFP, IP Lite	1	FDO1810B0FM	NET-SNT-WSC296FP	3/21/2016	3/20/2017	\$611.00	20.00%	\$488.80	\$488.80
1202558	DECATUR		WS-C2960XR-48FPS-I	Catalyst 2960-XR 48 GigE PoE 740W, 4 x 1G SFP, IP Lite	1	FDO184313V	NET-SNT-WSC296FP	3/21/2016	3/20/2017	\$611.00	20.00%	\$488.80	\$488.80
1202558	DECATUR	7/31/2018	WS-C3560-8PC-S	Catalyst 3560 Compact 8 10/100 PoE + 1 T/SFP, IP Base Image	1	FOC1412V2P1	NET-SNT-WSC3568	8/1/2016	3/20/2017	\$101.00	20.00%	\$80.80	\$0.00
1202558	DECATUR	1/31/2018	WS-C3750C-24T-S	Catalyst 3750 24 10/100/1000T + IPB Image	1	CAT0927R1D6	NET-SNT-3750G24TS	3/21/2016	3/20/2017	\$396.00	20.00%	\$316.80	\$316.80
1202558	DECATUR	1/31/2018	WS-C3750C-48TS-S	Catalyst 3750 48 10/100/1000T + 4 SFP + IPB Image	1	FOC1242W0EE	NET-SNT-3750G48T	3/21/2016	3/20/2017	\$924.00	20.00%	\$739.20	\$739.20
1202558	DECATUR		WS-C3750X-24T-S	Catalyst 3750X 24 Port Data IP Base	1	FDO1503R10V	NET-SNT-3750X2TS	3/21/2016	3/20/2017	\$410.00	20.00%	\$328.00	\$328.00
1202558	DECATUR		WS-C3750X-24T-S	Catalyst 3750X 24 Port Data IP Base	1	FDO1535P0KN	NET-SNT-3750X2TS	3/21/2016	3/20/2017	\$410.00	20.00%	\$328.00	\$328.00
NET-SNT-11844554 TOTAL:													\$6,404.80
1202558	DECATUR	5/31/2017	AIR-WLC2106-K9	2100 Series WLAN Controller for up to 6 Lightweight APs	1	JMX1121K1KP	NET-SNTP-WLC2006	3/21/2016	3/20/2017	\$778.00	20.00%	\$622.40	\$622.40
1202558	DECATUR	9/30/2018	ASA5510-BUN-K9	**ASA 5510 Appliance with SW, 5FE, 3DES/AES	1	JMX1105K09K	NET-SNTP-AS1BUNK9	3/21/2016	3/20/2017	\$675.00	20.00%	\$540.00	\$540.00
1202558	DECATUR	11/30/2020	UCS-SP8-B200M4-P	UCS SP8 B200M4 PERF w/2x5E52883v3.8x32GB 2133MHz,VIC1340	1	FLM19145L06	NET-SNTP-28B2M4P	5/1/2016	3/20/2017	\$370.00	20.00%	\$296.00	\$262.75
1202558	DECATUR	7/31/2018	WS-C3560-8PC-S	*Catalyst 3560 Compact 8 10/100 PoE + 1 T/SFP, IP Base Image	1	FOC1113U1LR	NET-SNTP-WSC3568	3/21/2016	3/20/2017	\$162.00	20.00%	\$129.60	\$129.60
NET-SNTP-11844554 TOTAL:													\$1,554.75
1202558	DECATUR	9/30/2018	ASA5510-AIP10-K9	**ASA 5510 Appliance with AIP-SSM-10, SW, 5FE, 3DES/AES	1	JMX1104K05Q	NET-SU3-AS1A10K9	3/21/2016	3/20/2017	\$1,948.00	20.00%	\$1,558.40	\$1,558.40
1202558	DECATUR	9/30/2018	ASA5510-AIP10-K9	**ASA 5510 Appliance with AIP-SSM-10, SW, 5FE, 3DES/AES	1	JMX1230L15F	NET-SU3-AS1A10K9	3/21/2016	3/20/2017	\$1,948.00	20.00%	\$1,558.40	\$1,558.40
NET-SU3-11844554 TOTAL:													\$3,116.80
1202558	DECATUR		NET-SW-SUPP	Netech Software Support - ASAs, Router & Controllers	1		NET-SW-SUPP	3/21/2016	3/20/2017	\$1,347.40		\$1,347.40	\$1,347.40
NETECH-SUPPORT TOTAL:													\$1,347.40

Site

1202558 CITY OF DECATUR

1 GARY K ANDERSON PLAZA

DECATUR

Grand Total:

\$24,967.00

\$24,735.20

\$25,570.30



Maintenance Quote for:
City of Decatur

311 SW Water Street, Suite 202
Peoria, Illinois 61702
317-581-1900 Office phone
317-581-1919 Fax
309-696-3833 Mobile phone

Quote #	11844558
Date	3/16/2016
Version:	1
Quote Title:	Netech Maint - 1 Year

Sales Rep:

Email: kbolt@netechcorp.com
Direct: 309-696-3833

Kipp Bolt

Inside Sales Rep:

Email: cgannon@netechcorp.com
Direct: 608-828-6434

Cindy Gannon

Maintenance Specialist:

Email: morganwustman@netechcorp.com
Direct: 616-871-1547

Morgan Wustman

Site ID#	Location	EOS Date	Part Number	Description	Qty	Serial Number	Maintenance Part Number	Start	End	Annual Price	Discount	Extended Price	Coterm Price
1202558	DECATUR	12/31/2018	ER90-USR-10-NEW	EMRGNCY RSPNDR 90 USR LIC 10 PHNS NEW	13		CON-ECMU-ER90USR0	3/21/2016	12/31/2018	\$24.00	24.00%	\$237.12	\$660.04
1202558	DECATUR		LIC-CUCIM-9X-ENH-A	UC Manager-9.x Enhanced Single User License	124		CON-ECMU-LICMENHA	3/21/2016	3/20/2019	\$33.00	24.00%	\$3,109.92	\$9,329.76
1202558	DECATUR		UNITYCN9-STD-USR	One Unity Connection 9.x Voice Messaging User	108		CON-ECMU-UNITYSTD	3/21/2016	3/20/2019	\$15.00	24.00%	\$1,231.20	\$3,693.60
CON-ECMU-11844558 TOTAL:													\$13,683.40
1202558	DECATUR		VMW-VS5-EP-1A=	VMware vSphere 6 Enterprise Plus (1 CPU),1yr Support Require	1	0N6AK-DJHF3-8816C-9L3UM-18JNN	CON-ISV1-VS5ENTP1A	3/21/2016	3/20/2019	\$1,136.00	24.00%	\$863.36	\$2,590.08
1202558	DECATUR		VMW-VS5-EP-1A=	VMware vSphere 6 Enterprise Plus (1 CPU),1yr Support Require	1	0J62K-8JH2J-8886C-9LCAH-05C5N	CON-ISV1-VS5ENTP1A	3/21/2016	3/20/2019	\$1,136.00	24.00%	\$863.36	\$2,590.08
1202558	DECATUR		VMW-VS5-ST-1A=	VMware vSphere 6 Standard (1 CPU), 1yr, Support Required	1	440C1-DK222-R8U6A-9V2K0-2WHJ0	CON-ISV1-VS5STD1A	3/21/2016	3/20/2019	\$420.00	24.00%	\$319.20	\$957.60
1202558	DECATUR		VMW-VS5-ST-1A=	VMware vSphere 6 Standard (1 CPU), 1yr, Support Required	1	044A1-DK2AH-R8V6A-9A3U6-31030	CON-ISV1-VS5STD1A	3/21/2016	3/20/2019	\$420.00	24.00%	\$319.20	\$957.60
CON-ISV1-11844558 TOTAL:													\$7,095.36
1202558	DECATUR	12/31/2016	AIR-BR1410A-A-K9-N	*Aironet 1410 Wireless Bridge w/ N-Type Connector, FCC Cnfg	1	FTX1244G00Q	CON-SNT-BR14110	3/21/2016	12/31/2016	\$575.00	20.00%	\$460.00	\$360.44
1202558	DECATUR	12/31/2016	AIR-BR1410A-A-K9-N	*Aironet 1410 Wireless Bridge w/ N-Type Connector, FCC Cnfg	1	FTX1244G00K	CON-SNT-BR14110	3/21/2016	12/31/2016	\$575.00	20.00%	\$460.00	\$360.44
1202558	DECATUR	12/31/2016	AIR-BR1410A-A-K9-N	*Aironet 1410 Wireless Bridge w/ N-Type Connector, FCC Cnfg	1	FTX1435G01K	CON-SNT-BR14110	3/21/2016	12/31/2016	\$575.00	20.00%	\$460.00	\$360.44
1202558	DECATUR	12/31/2016	AIR-BR1410A-A-K9-N	*Aironet 1410 Wireless Bridge w/ N-Type Connector, FCC Cnfg	1	FTX1623G081	CON-SNT-BR14110	3/21/2016	12/31/2016	\$575.00	20.00%	\$460.00	\$360.44
1202558	DECATUR	9/30/2018	ASA5510-BUN-K9	**ASA 5510 Appliance with SW, 5FE,3DES/AES	1	JMX1243L2FH	CON-SNT-AS1BUNK9	3/21/2016	9/30/2018	\$482.00	24.00%	\$366.32	\$927.34
1202558	DECATUR		CISCO2911-V/K9	Cisco 2911 Voice Bundle, PVD0M3-16, UC License PAK, FL-CUBE10	1	FTX1816AJLT	CON-SNT-2911V	3/21/2016	3/20/2019	\$453.00	24.00%	\$344.28	\$1,032.84
1202558	DECATUR		CISCO2911-V/K9	Cisco 2911 Voice Bundle, PVD0M3-16, UC License PAK, FL-CUBE10	1	FTX1816AJLQ	CON-SNT-2911V	3/21/2016	3/20/2019	\$453.00	24.00%	\$344.28	\$1,032.84
1202558	DECATUR		UCUCS-EZ-B200M3	UCS B200 M3, dual-4-core/2.7 GHz, 128GB RAM	1	FCH18107U9Q	CON-SNT-UCB200M3	3/21/2016	3/20/2019	\$231.00	24.00%	\$175.56	\$526.68
1202558	DECATUR		UCUCS-EZ-C220M3S	UCS C220 M3 SFF dual-4-core/3.3 GHz, 64 GB RAM, 8x300 GB 15K	1	FCH1811V1AG	CON-SNT-UC220M3S	3/21/2016	3/20/2019	\$276.00	24.00%	\$209.76	\$629.28
1202558	DECATUR		WS-C4500X-32SFP+	Catalyst 4500-X 32 Port 10G IP Base, Front-to-Back, No P/S	1	JAE181307CK	CON-SNT-C45X32SF	3/21/2016	3/20/2019	\$1,800.00	24.00%	\$1,368.00	\$4,104.00
1202558	DECATUR		WS-C4500X-32SFP+	Catalyst 4500-X 32 Port 10G IP Base, Front-to-Back, No P/S	1	JAE181307AN	CON-SNT-C45X32SF	3/21/2016	3/20/2019	\$1,800.00	24.00%	\$1,368.00	\$4,104.00
CON-SNT-11844558 TOTAL:													\$13,798.74
1202558	DECATUR		AIR-CAP2602I-A-K9	802.11n CAP w/CleanAir; 3x4:3SS; Mod; Int Ant; A Reg Domain	1	FTX1747J5Y1	NET-SNT-AIRCAPN2	3/21/2016	3/20/2019	\$44.00	24.00%	\$33.44	\$100.32
1202558	DECATUR		AIR-CAP2602I-A-K9	802.11n CAP w/CleanAir; 3x4:3SS; Mod; Int Ant; A Reg Domain	1	FTX1747J5XJ	NET-SNT-AIRCAPN2	3/21/2016	3/20/2019	\$44.00	24.00%	\$33.44	\$100.32
1202558	DECATUR		AIR-CAP2602I-A-K9	802.11n CAP w/CleanAir; 3x4:3SS; Mod; Int Ant; A Reg Domain	1	FTX1747J5Y0	NET-SNT-AIRCAPN2	3/21/2016	3/20/2019	\$44.00	24.00%	\$33.44	\$100.32
1202558	DECATUR		AIR-CAP2602I-A-K9	802.11n CAP w/CleanAir; 3x4:3SS; Mod; Int Ant; A Reg Domain	1	FTX1747J5YW	NET-SNT-AIRCAPN2	3/21/2016	3/20/2019	\$44.00	24.00%	\$33.44	\$100.32
1202558	DECATUR		AIR-CAP2602I-A-K9	802.11n CAP w/CleanAir; 3x4:3SS; Mod; Int Ant; A Reg Domain	1	FTX1747J5XH	NET-SNT-AIRCAPN2	3/21/2016	3/20/2019	\$44.00	24.00%	\$33.44	\$100.32
1202558	DECATUR		AIR-CT2504-15-K9	2504 Wireless Controller with 15 AP Licenses	1	PSZ17330270	NET-SNT-CT2515	3/21/2016	3/20/2019	\$506.00	24.00%	\$384.56	\$1,153.68
1202558	DECATUR	7/31/2018	AIR-LAP1242AG-A-K9	802.11ag LWAPP AP Dual 2.4,5GHz RP-TNC FCC Cnfg	1	FTX1337B2GT	NET-SNT-LAP1242A	3/21/2016	7/31/2018	\$83.00	24.00%	\$63.08	\$149.15
1202558	DECATUR	7/31/2018	AIR-LAP1242AG-A-K9	802.11ag LWAPP AP Dual 2.4,5GHz RP-TNC FCC Cnfg	1	FTX1319B3Y7	NET-SNT-LAP1242A	3/21/2016	7/31/2018	\$83.00	24.00%	\$63.08	\$149.15
1202558	DECATUR	7/31/2018	AIR-LAP1242AG-A-K9	802.11ag LWAPP AP Dual 2.4,5GHz RP-TNC FCC Cnfg	1	FTX1319B3Y3	NET-SNT-LAP1242A	3/21/2016	7/31/2018	\$83.00	24.00%	\$63.08	\$149.15
1202558	DECATUR	7/31/2018	AIR-LAP1242AG-A-K9	802.11ag LWAPP AP Dual 2.4,5GHz RP-TNC FCC Cnfg	1	FTX1321B0J5	NET-SNT-LAP1242A	3/21/2016	7/31/2018	\$83.00	24.00%	\$63.08	\$149.15
1202558	DECATUR	7/31/2018	AIR-LAP1242AG-A-K9	802.11ag LWAPP AP Dual 2.4,5GHz RP-TNC FCC Cnfg	1	FTX1321B0LA	NET-SNT-LAP1242A	3/21/2016	7/31/2018	\$83.00	24.00%	\$63.08	\$149.15
1202558	DECATUR	7/31/2018	AIR-LAP1242AG-A-K9	802.11ag LWAPP AP Dual 2.4,5GHz RP-TNC FCC Cnfg	1	FTX1322B1GQ	NET-SNT-LAP1242A	3/21/2016	7/31/2018	\$83.00	24.00%	\$63.08	\$149.15
1202558	DECATUR	7/31/2018	WS-C2960G-8TC-L	Catalyst 2960 7 10/100/1000 + 1 T/SFP LAN Base	1	FOC1230V14W	NET-SNT-C2960G8C	3/21/2016	7/31/2018	\$101.00	24.00%	\$76.76	\$181.49
1202558	DECATUR		WS-C2960XR-48FPD-I	Catalyst 2960-XR 48 GigE PoE 740W, 2 x 10G SFP+, IP Lite	1	FDO1813B089	NET-SNT-W296X48F	3/21/2016	3/20/2019	\$699.00	24.00%	\$531.24	\$1,593.72
1202558	DECATUR		WS-C2960XR-48FPD-I	Catalyst 2960-XR 48 GigE PoE 740W, 2 x 10G SFP+, IP Lite	1	FDO1813B01D	NET-SNT-W296X48F	3/21/2016	3/20/2019	\$699.00	24.00%	\$531.24	\$1,593.72
1202558	DECATUR		WS-C2960XR-48FPD-I	Catalyst 2960-XR 48 GigE PoE 740W, 2 x 10G SFP+, IP Lite	1	FDO1813B03J	NET-SNT-W296X48F	3/21/2016	3/20/2019	\$699.00	24.00%	\$531.24	\$1,593.72
1202558	DECATUR		WS-C2960XR-48FPD-I	Catalyst 2960-XR 48 GigE PoE 740W, 4 x 1G SFP, IP Lite	1	FDO1810B0GD	NET-SNT-WSC296FP	3/21/2016	3/20/2019	\$611.00	24.00%	\$464.36	\$1,393.08
1202558	DECATUR		WS-C2960XR-48FPD-I	Catalyst 2960-XR 48 GigE PoE 740W, 4 x 1G SFP, IP Lite	1	FDO1810B0FB	NET-SNT-WSC296FP	3/21/2016	3/20/2019	\$611.00	24.00%	\$464.36	\$1,393.08
1202558	DECATUR		WS-C2960XR-48FPD-I	Catalyst 2960-XR 48 GigE PoE 740W, 4 x 1G SFP, IP Lite	1	FDO1810B0FM	NET-SNT-WSC296FP	3/21/2016	3/20/2019	\$611.00	24.00%	\$464.36	\$1,393.08
1202558	DECATUR		WS-C2960XR-48FPD-I	Catalyst 2960-XR 48 GigE PoE 740W, 4 x 1G SFP, IP Lite	1	FDO184313V1	NET-SNT-WSC296FP	3/21/2016	3/20/2019	\$611.00	24.00%	\$464.36	\$1,393.08
1202558	DECATUR	7/31/2018	WS-C3560-8PC-S	Catalyst 3560 Compact 8 10/100 PoE + 1 T/SFP; IP Base Image	1	FOC1412V2P1	NET-SNT-WSC3568	8/1/2018	7/31/2018	\$101.00	24.00%	\$76.76	\$0.00
1202558	DECATUR	1/31/2018	WS-C3750G-24T-S	Catalyst 3750 24 10/100/1000T + IPB Image	1	CAT0927R106	NET-SNT-3750G24TS	3/21/2016	1/31/2018	\$396.00	24.00%	\$300.96	\$662.34
1202558	DECATUR	1/31/2018	WS-C3750G-48TS-S	Catalyst 3750 48 10/100/1000T + 4 SFP + IPB Image	1	FOC1242W0EE	NET-SNT-3750G48T	3/21/2016	1/31/2018	\$924.00	24.00%	\$702.24	\$1,312.13
1202558	DECATUR		WS-C3750X-24T-S	Catalyst 3750X 24 Port Data IP Base	1	FDO1503R10V	NET-SNT-3750X2TS	3/21/2016	3/20/2019	\$410.00	24.00%	\$311.60	\$934.80
1202558	DECATUR		WS-C3750X-24T-S	Catalyst 3750X 24 Port Data IP Base	1	FDO1535P0KN	NET-SNT-3750X2TS	3/21/2016	3/20/2019	\$410.00	24.00%	\$311.60	\$934.80
NET-SNT-11844554 TOTAL:													\$16,829.19
1202558	DECATUR	5/31/2017	AIR-WLC2106-K9	2100 Series WLAN Controller for up to 6 Lightweight APs	1	JMX1121K1KP	NET-SNTP-WLC2006	3/21/2016	5/31/2017	\$778.00	24.00%	\$591.28	\$707.92
1202558	DECATUR	9/30/2018	ASA5510-BUN-K9	**ASA 5510 Appliance with SW, 5FE,3DES/AES	1	JMX1105K09K	NET-SNTP-AS1BUNK9	3/21/2016	9/30/2018	\$675.00	24.00%	\$513.00	\$1,298.66
1202558	DECATUR	11/30/2020	UCS-EZ-B200M4-P	UCS SP8 B200M4 PERF w/2x5E2883V3,8x32GB 2133MHz,VIC1340	1	FLM19145LQ6	NET-SNTP-Z8B2M4P	5/1/2016	3/20/2019	\$370.00	24.00%	\$281.20	\$812.01
1202558	DECATUR	7/31/2018	WS-C3560-8PC-S	*Catalyst 3560 Compact 8 10/100 PoE + 1 T/SFP; IP Base Image	1	FOC1113U1LR	NET-SNTP-WSC3568	3/21/2016	7/31/2018	\$162.00	24.00%	\$123.12	\$291.10
NET-SNTP-11844554 TOTAL:													\$3,109.70
1202558	DECATUR	9/30/2018	ASA5510-AIP10-K9	**ASA 5510 Appliance with AIP-SSM-10, SW, 5FE, 3DES/AES	1	JMX1104K05Q	NET-SU3-AS1A10K9	3/21/2016	9/30/2018	\$1,948.00	24.00%	\$1,480.48	\$3,747.85
1202558	DECATUR	9/30/2018	ASA5510-AIP10-K9	**ASA 5510 Appliance with AIP-SSM-10, SW, 5FE, 3DES/AES	1	JMX1230L15F	NET-SU3-AS1A10K9	3/21/2016	9/30/2018	\$1,948.00	24.00%	\$1,480.48	\$3,747.85
NET-SU3-11844554 TOTAL:													\$7,495.69
1202558	DECATUR		NET-SW-SUPP	Netech Software Support - ASAs, Router & Controllers	1		NET-SW-SUPP	3/21/2016	3/20/2019	\$1,347.40		\$1,347.40	\$4,042.20
NETECH-SUPPORT TOTAL:													\$4,042.20

Site				Grand Total:		
1202558 CITY OF DECATUR		1 GARY K ANDERSON PLAZA	DECATUR	IL	\$24,967.00	\$23,590.44
						\$66,054.27

Peace of Mind—24x7x365

As part of our commitment to service excellence, Netch has assembled an experienced team of technical staff to assist in the operation and maintenance of your network. We offer a comprehensive suite of services to help maintain your Cisco solution. The maintenance suite is

Single Point of Contact with Full Support Team

One phone number, one email address is all you need for the support of all your Cisco

Toll Free Access to Help, All Day, Every Day

The Netch Technical Center is staffed by a 24-hour, customer service team to support your organization. The group is staffed 24 hours a day, seven days a week, 365 days a year.

Relationship

Netch Corporation's Cisco maintenance services eliminate the frustration of dealing with remote support providers who do not have in-depth knowledge of your network, and therefore cannot supply expertise. Netch's support engineers will know your network! They hold your configurations, both hardware and software, and can provide configuration and implementation expertise if necessary. This work can be done at the local Netch office configuration area and

Local Parts

Hardware replacement parts are guaranteed in stock for your configuration at locations in Wisconsin, Michigan, Ohio, Illinois and Indiana.

Priority Service

As a preferred customer under Netch Maintenance, you'll receive priority treatment should you ever require an engineer to be dispatched to your location. The engineer will be onsite within the terms of your contract and will make the resolution as quickly as possible with parts from

Flexibility

Netch has complete flexibility, which allows us to make contracts for partial year service and extend services to make all of your contracts co-terminus. The contracts can be tailored to suit your particular budget and/or business needs. "Netch partners with Cisco for support of your local or wide-area Cisco network with firstclass Netch Corporation services—end-to-end."

ECMU

ISV1

SNT

SNTP

SU3

Description

Essential SW+Software + Upgrades

Description

UC L1 + L2 24X7 NO HDW RPL

Description

8 x 5 x Next Business Day (NBD)

Major and maintenance releases of Cisco IOS software

24 x 7 Access to TAC

Business Hours Fault Resolution

An Advance Replacement will ship the same day to arrive the next business day provided both the call and Cisco's diagnosis and determination of the failed hardware has been made before 3:00 p.m., local time. For requests after 3:00 p.m., local time, the Advance Replacement will ship the next business day.

Description

SMARTnet Premium (SNTP) 24 x 7 x 4

Major and maintenance releases of Cisco IOS software

24 x 7 Access to TAC

24 x 7 Fault Resolution

Provide Advance Replacement parts on a Four-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.

Description

Intrusion Prevention Services 24x7x4

Major and maintenance releases of Cisco IOS software

24 x 7 Access to TAC

Business Hours Fault Resolution

Provide Advance Replacement parts on a Four-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.

Signature File Notification. Provide Signature File Notification when Signature File(s) are made available.

Provision of Signature File(s). Provide access to Signature File(s). Access to such Signature File(s) is limited to Products covered under a current Equipment list.

ATTACHMENTS:

Description	Type
Amendments to Chapter 29 – Administrative Adjudication of Offenses	Cover Memo
Ordinance Amending City Code - Chapter 29 - Administrative Adjudication Ordinance of Offenses	

REVIEWERS:

Department	Reviewer	Action	Date
Legal Department	Morthland, Wendy	Approved	3/31/2016 - 1:28 PM
Legal Department	Morthland, Wendy	Approved	3/31/2016 - 1:29 PM
City Manager	Tyus, Billy	Approved	3/31/2016 - 2:05 PM
City Manager	Gleason, Tim	Approved	3/31/2016 - 4:30 PM

**LEGAL DEPARTMENT MEMORANDUM
NO. 2016-03**

March 28, 2016

TO: Honorable Mayor Moore Wolfe and City Council

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

SUBJECT: Amendments to Chapter 29 – Administrative Adjudication of Offenses

SUMMARY RECOMMENDATION: Staff requests that Council pass the proposed ordinance amendment regarding Chapter 29, amending Section 9 allowing for the substitution of community service work for a fine imposed.

BACKGROUND: Staff has observed that some persons found in violation of ordinances after an administrative adjudication are unable to pay fines imposed due to economic circumstances or age. Allowing for community service to be substituted for a fine will still impose a penalty for violations but will offer an alternative to a monetary penalty.

RECOMMENDATION: Staff recommends the suggested amendments to Chapter 29, Section 9.

POTENTIAL OBJECTIONS: There are no known or expected objections.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE:

Amy Waks, Assistant Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS: None

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
- CHAPTER 29 -
- ADMINISTRATIVE ADJUDICATION OF OFFENSES -

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

Section 1. That Section 9 of Chapter 29 of the City Code of the City of Decatur, Illinois, be, and the same are hereby modified and amended, so that Section 9 as so modified and amended, shall provide as follows:

9. PENALTIES

A. The penalties in addition to costs to be imposed by the hearing officer for violations of the various codes are shown in Table 29-1 attached hereto.

B. The maximum monetary fine under this subsection shall be exclusive of the costs of enforcement or the costs imposed to secure compliance with the City Code and shall not be applicable to cases to enforce the collection of any tax imposed and collected by the City.

C. If requested and available, the fine imposed may be substituted for a proportionate number of community service hours. One (1) hour of community service is equal to ten dollars (\$10.00). Community service programs will be assigned by the hearing officer with a date to return for the completion of the community service. Failure to complete community service by the date ordered or failing to appear at the return date will constitute a waiver of community service and the original fine will be imposed.

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

PRESENTED, PASSED, APPROVED AND RECORDED this day of April,
2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2016.

CITY CLERK

ADDITIONS AND DELETIONS

9. PENALTIES

A. The penalties in addition to costs to be imposed by the hearing officer for violations of the various codes are shown in Table 29-1 attached hereto.

B. The maximum monetary fine under this subsection shall be exclusive of the costs of enforcement or the costs imposed to secure compliance with the City Code and shall not be applicable to cases to enforce the collection of any tax imposed and collected by the City.

C. If requested and available, the fine imposed may be substituted for a proportionate number of community service hours. One (1) hour of community service is equal to ten dollars (\$10.00). Community service programs will be assigned by the hearing officer with a date to return for the completion of the community service. Failure to complete community service by the date ordered or failing to appear at the return date will constitute a waiver of community service and the original fine will be imposed.

City Clerk

DATE: 3/30/2016

MEMO: City Council Memo #2016-07

TO: Honorable Mayor Julie Moore Wolfe and Council Members

FROM: Tim Gleason, City Manager
Jerry Bauer, Assistant City Manager

SUBJECT: Amendment to City Code Chapter 7

SUMMARY RECOMMENDATION: Staff recommends that City Council approve the attached ordinance regarding modifications to Chapter 7 of City Code, to provide for the consolidation of two position classifications within the Public Works Department.

BACKGROUND: The position of Traffic and Parking Supervisor in the Public Works Department was recently vacated. More recently, the duties of parking enforcement supervision that were a part of this job were transferred to the Decatur Police Department. In an effort to consolidate the remaining duties of the position and provide for greater efficiency in the Public Works Department, it is now recommended that the position of City Forestry and Property Supervisor be created, and that the positions of both the Traffic and Parking Supervisor and City Forester be eliminated. Duties of the new position would encompass those of the two eliminated positions, and the incumbent City Forester would be appointed to the new classification.

POTENTIAL OBJECTIONS: There are no known objectors to this reorganization.

INPUT FROM OTHER SOURCES: Rick Marley, City of Decatur Director of Public Works and Richard Borders, City of Decatur Municipal Services Manager.

STAFF REFERENCE: Questions regarding the ordinance should be directed to me, at 424-2801 or tgleason@decaturil.gov.

BUDGET/TIME IMPLICATIONS: This change would result in the reduction of one management position in the Public Works Department. The 2016 budget as approved by City Council includes funding for the proposed position.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Bright, Debbie	Approved	3/30/2016 - 12:35 PM
Legal Department	Morthland, Wendy	Approved	3/31/2016 - 1:23 PM
City Manager	Tyus, Billy	Approved	3/31/2016 - 2:06 PM
City Manager	Gleason, Tim	Approved	3/31/2016 - 4:35 PM

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
- CHAPTER 7 – OFFICERS AND EMPLOYEES GENERALLY-**

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

Section 1. That Section 2 of Chapter 7 of the City Code of the City of Decatur be, and the same is hereby, amended and modified, so that as so amended and modified said Section 2 of Chapter 7 shall provide as follows:

2. APPOINTMENT AND REMOVAL. The City Manager shall have the power and authority to appoint and remove at will the Assistant City Managers, all directors of departments, all deputy and assistant department directors, fire marshals, battalion chiefs, police personnel above the rank of sergeant, division managers, administrative secretaries, executive assistant, members of the Legal Department, Personnel Specialists, Training Officer, Human Rights Officer, Systems Administrator, Senior Systems Analyst, Systems Analyst, Budget and Revenue Officer, Risk Management Assistant, Water Customer Service Manager, Street and Sewer Maintenance Supervisor, Civil Engineer I, Civil Engineer II, Assistant City Engineer, GIS Specialist, Fleet Supervisor, Water Production Maintenance Supervisor, Water Production Operations Supervisor, Engineering Services Coordinator, Supervisor of Technical Services, CAD System Coordinator, Police Records Supervisor, Water Distribution Supervisor, Water Metering Supervisor, City Forestry and Property Supervisor, Foreman, Economic Development Officer, Building Inspections Manager, Senior Planner, Planners, Planning and Development Manager, Senior Crime Analyst, Crime Analyst, Emergency Communications Manager, Emergency Communications Supervisors, Neighborhood Inspections Administrator, Neighborhood Programs Manager, Neighborhood Program Specialist, Enterprise Zone Administrator, and temporary and seasonal employees.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 4th day of April, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

PUBLISHED this _____ day of _____, 201____.

DEBRA G. BRIGHT, CITY CLERK

Additions AND Deletions

CHAPTER 7

- OFFICERS AND EMPLOYEES GENERALLY -

2. APPOINTMENT AND REMOVAL. The City Manager shall have the power and authority to appoint and remove at will the Assistant City Managers, all directors of departments, all deputy and assistant department directors, fire marshals, battalion chiefs, police personnel above the rank of sergeant, division managers, administrative secretaries, executive assistant, members of the Legal Department, Personnel Specialists, Training Officer, Human Rights Officer, Systems Administrator, Senior Systems Analyst, Systems Analyst, Budget and Revenue Officer, Risk Management Assistant, Water Customer Service Manager, Street and Sewer Maintenance Supervisor, Civil Engineer I, Civil Engineer II, Assistant City Engineer, GIS Specialist, Fleet Supervisor, Water Production Maintenance Supervisor, Water Production Operations Supervisor, Engineering Services Coordinator, Supervisor of Technical Services, CAD System Coordinator, Police Records Supervisor, Water Distribution Supervisor, Water Metering Supervisor, ~~Traffic and Parking Supervisor, City Forester~~ **City Forestry and Property Supervisor**, Foreman, Economic Development Officer, Building Inspections Manager, Senior Planner, Planners, Planning and Development Manager, Senior Crime Analyst, Crime Analyst, Emergency Communications Manager, Emergency Communications Supervisors, Neighborhood Inspections Administrator, Neighborhood Programs Manager, Neighborhood Program Specialist, Enterprise Zone Administrator, and temporary and seasonal employees.



Progress Report to City of Decatur

Period Covered: November 2015 – February 2016

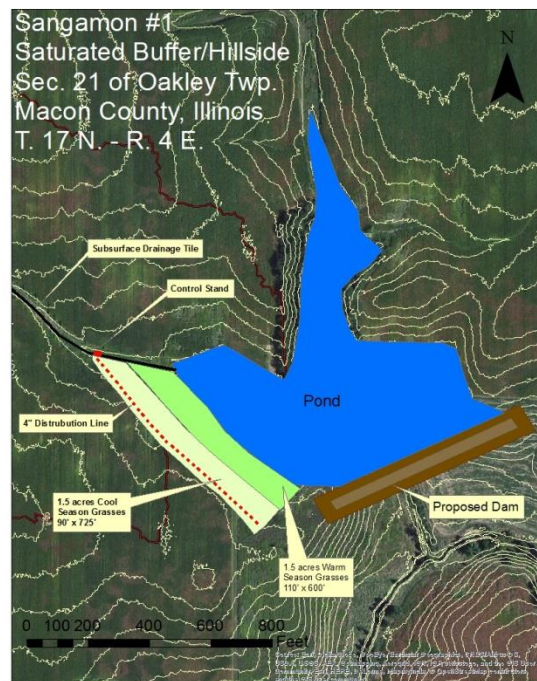
This report summarizes activities and progress during this period under the agreement between the Agricultural Watershed Institute (AWI) and the City of Decatur for financial support of watershed research, on-farm demonstrations, and educational activities.

Sediment and nutrient reduction / TMDL implementation:

The **Total Maximum Daily Load (TMDL) implementation plans** completed by AWI for the Big Creek/Long Creek watershed located east of Decatur in Macon County and the Big Ditch watershed near Rantoul in Champaign County continue to guide activities by AWI and partners to reduce sediment and nutrient loads impacting Lake Decatur.

As previously reported, Macon County SWCD, AWI, and other partners submitted a successful application for a USDA **Regional Conservation Partnership Program (RCPP)** project to provide federal funding for on-farm conservation practices. AWI participates in recruiting partners and identifying sites for BMPs including **bioreactors, saturated buffers, and drainage water management systems**. During this reporting period, AWI worked with MCSWCD and NRCS to begin design and monitoring arrangements for a bioreactor in Friends Creek watershed.

Tim McMahon of AWI has collected water samples to monitor a saturated buffer in the Lake Decatur watershed near Cisco. That project is now complete. AWI is now working with Prairie Rivers Network on a project funded in part by the Lumpkin Family Foundation to plan on-farm demonstrations of **harvestable saturated buffers or slopes and harvestable seasonal wetlands**. Six sites in three watersheds have been identified. Plans have been prepared by AWI for these innovative practices. Two of the proposed saturated slopes are in the Macon County portion of the Lake Decatur watershed. This figure shows the preliminary layout of one site. We are now working on the grant report and funding options for installation and monitoring of the systems. These practices are included in our TMDL plans and represent innovative approaches to reduce soil and nutrient loss by converting sloping or poorly drained land to perennial crops.



Water resources planning and management:

As ongoing activities during this period, AWI staff participated in meetings and activities of various watershed stakeholder groups including:

- The Heart of the Sangamon Ecosystem Partnership
- Oakley Township Sediment Basin Advisory Committee (Tim McMahon)
- Macon County Community Environmental Council (CEC) board (Steve John)
- Friends of Lincoln Trail Homestead State Park (Steve)
- Steering committee exploring creation of a statewide Environmental Utility (Steve)

AWI continues to manage prairie establishment for the City's **Corley landfill "mud-to-parks" project**. Prairie grasses and forbs were planted in 2015 and were dormant during this reporting period. In 2016, AWI will monitor establishment of the grasses and advise the City on management needed, especially weed control which is typically required for the first two or three years after planting perennial warm season grasses.

Steve John continues to be an active member of the statewide steering committee exploring creation of an Illinois **Environmental Utility** (EU). This innovative concept grew out of the Mississippi River Nutrient Dialogues and is directly related to implementation of the new Illinois Nutrient Loss Reduction Strategy (NLRS). Many of the strategies recommended in the NLRS reduce soil erosion and sedimentation, as well as nutrient loss. During this period, the steering committee met both in person and by conference call and firmed up arrangements for a consultant, Ross Strategic, to prepare a white paper on the EU concept. Steve helped to arrange telephone interviews by Ross Strategic with key stakeholder groups. Steve John participated in the research interview. Keith Alexander participated in the interview with water and wastewater utilities. In January, Steve gave a presentation at the Metropolitan Water Reclamation District of Greater Chicago titled "Point source/nonpoint source collaboration on nutrient loss reduction with the concept of an Environmental Utility".

During this reporting period, AWI was invited to be part of a University of Illinois scientific team preparing a proposal for the National Science Foundation's **"Innovations at the Nexus of Food, Energy, and Water Systems"** (INFEWS) grant program. Local and global-scale challenges and opportunities for food, energy, and water have become a major focus for NSF. The U of I proposal that includes AWI as a subgrantee is headed by Professor Ximing Cai and titled "Enhancing food-energy-water system resilience in mid-sized cities through technology innovation, institutional reform and system optimization". The proposal includes Decatur and the Upper Sangamon watershed as one of two U.S. study sites. (A city and watershed in China are also included in the proposal.) Innovative scenarios to be studied for the Decatur area are expected to include perennial grasses grown for animal feed, bioenergy, and water quality enhancement (sediment and nutrient reduction) in the Lake Decatur watershed. Steve John and Greg McIsaac of AWI participated in meetings of the proposal team and writing/reviewing sections of the proposal. Keith Alexander provided a Letter of Collaboration for the City. This grant program does not require matching funds. The proposal will be submitted to NSF by the March 22 deadline.

Perennial biomass crops for renewable energy, forage, and water quality:

A major focus of AWI activity continues to be on our Local Bioenergy Initiative, which is funded mainly by the City of Decatur and the Walton Family Foundation. City funding is applied to work in, or directly benefitting, the Lake Decatur watershed. Initiative goals are: (1) Establish the Lake Decatur watershed as a showcase for R&D perennial biomass and water quality; (2) Advance learning networks in Illinois and the Midwest on perennial biomass crops for watershed enhancement; and (3) Promote economic development related to perennial biomass supply chains, markets, and enterprises. The following slides are from Steve's presentation to the Decatur City Council in February:

Perennial Biomass Crops for Watershed Enhancement	Perennial Biomass Crops for Economic Development
➤ Perennial crops can reduce nutrient loss by 90% +/- . Also reduces erosion. ➤ Perennials + drainage modifications can increase soil & water benefits: • Contour strips & toe-of-slope buffers • Harvested saturated buffers or slopes • Harvested seasonal wetlands AWI—UIUC plots at Progress City. Switchgrass (l) and Miscanthus (r)	Adoption of PBCs will take: ➤ Uses & markets ➤ New enterprises ➤ Green payments <i>Need entrepreneurs & investors to develop new uses & markets for perennial crops.</i> <i>Ecosystem service incentives can be designed to enhance economic viability of PBCs and achieve environmental goals.</i>  Cat—AWI Prairie for Bioenergy plots: • Annual field day site • Harvested for hay & bioenergy demonstrations Prairie planted on sediment at City's Corley Landfill in 2015.

Activities related to perennial biomass and watershed management during this period include:

- Steve continues to serve on the Green Lands Blue Waters (GLBW) steering committee and Watershed Initiative core group and co-chair the Perennial Biomass Working Group. He helped organize and attended the GLBW annual conference in November and the annual steering committee two-day meetings in January.
- Steve also serves on the Illinois Biomass Working Group and Midwest Conservation Biomass (MCBA) steering committees. In January, he attended the MCBA steering committee meeting and annual membership conference at University of Missouri.
- The Lumpkin perennial grass project described above is part of the Biomass Initiative.
- Tim arranged for grasses baled in the summer of 2015 at the Caterpillar—AWI Prairie for Bioenergy demonstration plots to be sold as a demonstration of warm season prairie hay.
- Steve gave a talk on Watershed Approaches to Reduce Agricultural Nutrient Losses to the American Council of Engineering Companies of Illinois Environmental Committee.

Market and enterprise development is a critical part of the long-term strategy to establish the Lake Decatur watershed as a national showcase for perennial crops grown for renewable energy and water quality. During this period, we continued to work with GLBW and MCBA to overcome economic and technical barriers to use of biomass crops for heating, power generation, and advanced biofuels. Mainly during this reporting period, Steve wrote two documents related to this effort:

- **Perennial Biomass Crops for Multifunctional Agriculture: A New Paradigm**

This is a draft paper that will be submitted for publication in an on-line journal after review and final editing are complete. It describes large scale transformations of the Midwest agricultural landscape and economy that occurred during the 20th Century. Two of these transformations are closely associated with Decatur businesses: processing and promotion of soybeans by the A.E. Staley Manufacturing Company in the 1920s and '30s and the first Archer Daniels Midland corn ethanol plant in 1978. The paper then describes how perennial biomass crops grown for forage and biofuel plus environmental benefits can play a major role in making agriculture more resilient and reducing greenhouse gas emissions and the Gulf of Mexico dead zone in the 21st Century. It addresses obstacles that need to be overcome and offers ideas for significant adoption of multifunctional perennial cropping systems over the next 20 years.

- **Proposal for a GLBW Perennial Biomass Initiative**

This document is a companion to the draft Perennial Biomass paper. The paper is intended for publication and wide distribution. This proposal is intended mainly for the GLBW steering committee and the Walton Family Foundation. In brief, the proposal summarizes the ideas in the paper and recommends that GLBW take a lead role in a multi-state Initiative to overcome obstacles and take advantage of opportunities for adoption of perennial biomass crops. A GLBW Perennial Biomass Initiative would in effect be a region-wide version of AWI's Local Bioenergy Initiative. If approved by the GLBW steering committee and funded through foundation grants or other sources, the proposed Initiative will bring additional visibility and resources to AWI's efforts in the Upper Sangamon watershed and will connect us more formally with universities, nonprofit organizations, and businesses throughout the Midwest.

Both of the documents just described have been submitted to Walton Family Foundation as deliverables for AWI's current Walton grant.

As previously reported, AWI collaborated with Argonne National Laboratory and other partners on a grant proposal for the U.S. Department of Energy's "**Landscape Design for Sustainable Bioenergy Systems**" program. The Argonne project was not funded in full but DOE found the proposal to have merit and could be considered for a grant if funding becomes available. During this period, AWI worked with our Argonne colleague to complete a draft proposal for a project that includes parts of the original proposal with changes based on DOE priorities.

Sangamon Watershed Celebration

AWI held its 11th annual Sangamon Watershed Celebration at Richland Community College. The evening program on December 10 included a reception with conservation displays, dinner, and a play titled "**Map of My Kingdom**". The play was written by Iowa poet laureate Mary Swander and it tells stories about how farmers and landowners have approached intergenerational transfer of their land and farm operations. The annual watershed celebration brings urban and rural people together for an event that promotes greater mutual understanding and cooperation. The following day, AWI presented a workshop on "**Generations Caring for the Land**" designed for farmland owners. At the workshop, Mary Swander, an attorney with estate planning expertise, and a representative of American Farmland Trust spoke and led discussions about land stewardship from year to year and from generation to generation.