



**Monday, April 1, 2019
5:30 PM**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of March 18, 2019 City Council Meeting

IV. Unfinished Business

V. New Business

1. Proclamations and Recognitions
2. Resolution Accepting the Bid of Municipal Emergency Services for the Purchase of Forty (40) Scott Breathing Air Cylinders
3. Ordinance Rezoning Property from R-6 Multiple Dwelling District to M-1 Intense Commercial - Light Industrial District 837-877 West King Street
4. Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality under the Illinois Highway Code, City Project 2019-08
5. Resolution Authorizing Approval of Master Contract, Participating Addendum to the Master Contract Between the Commonwealth of Virginia and Gillig, LLC with Additional Clauses Required by the State of Illinois Permitting the City of Decatur to Purchase Low Floor Transit Buses Not to Exceed \$424,000 Per Bus
6. Ordinance Authorizing Acceptance of Certain Properties of Macon County Trustee for Public Purpose
7. Motion Selecting a Library Parking Lot Design and Authorizing Preparation of Engineering Design and Construction Documents
8. Resolution Approving an Agreement with Massie Massie and Associates for Professional Services for the Decatur Public Library Parking Lot Improvement Project, City Project 2019-05

9. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Receiving and Filing of Minutes of Boards and Commissions
 - B. Resolution Approving Reappointment - Traffic and Parking Commission
 - C. Ordinance Granting Permanent Easement to Ameren Illinois Company for the Installation of a Gas Pipeline
 - D. Ordinance Granting Permanent Easement to Ameren Illinois Company for the Installation of a Gas Regulator Station
 - E. Resolution Authorizing Weed Removal Contract New Beginning Contractors, Inc.
 - F. Resolution Authorizing Weed Removal Contract T.O.M. Lawncare
 - G. Resolution Authorizing Weed Removal Contract Jandi Services
 - H. Resolution Authorizing Weed Removal Contract Nature's Way Lawn Services
 - I. Resolution Authorizing Weed Removal Contract Azuish Enterprise LLC
 - J. Resolution Authorizing Weed Removal Contract Brad Franzen

VI. Other Business

VII. Adjournment

SUBJECT: Approval of Minutes of March 18, 2019 City Council Meeting

ATTACHMENTS:

Description

Type

Minutes of March 18, 2019

Backup Material

CITY COUNCIL MINUTES

Monday, March 18, 2019

On Monday, March 18, 2019, 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 Council members Chuck Kuhle, Pat McDaniel, Dana Ray, Lisa Gregory and David Horn were present. Councilman Bill Faber was absent. Mayor Julie Moore Wolfe declared a quorum present.

Interim City Manager Wendy Morthland attended the meeting as well.

Mayor Julie Moore Wolfe led the Pledge of Allegiance.

Mayor Julie Moore Wolfe announced that the following Resolutions were pulled from the City Council agenda: Resolution Authorizing Execution of a Master Contract and Participating Addendum to the Master Contract Between the Commonwealth of Virginia and Gillig, LLC, Allowing the Purchase of Low Floor Heavy Duty Transit Buses and Resolution Authorizing Execution of Purchase Order Between City of Decatur, Illinois and Gillig, LLC, for the Purchase of Low Floor Heavy Duty Transit Buses.

Mayor Julie Moore Wolfe called for Appearance of Citizens.

With there being no Appearance of Citizens, the minutes of the March 4, 2019 City Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Dana Ray and on call of the roll, Council members Chuck Kuhle, Pat McDaniel, Dana Ray, David Horn, Lisa Gregory, and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Unfinished Business.

R2019-35 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Christy-Foltz, Inc. for Lake Office Parking and Pier Improvement, City Project 2018-36, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Mayor Julie Moore Wolfe reported that the City is in a 99-year lease agreement with the Decatur Park District which originated in 1934 and was last updated in 1968. The lease includes the City to maintain the lake services office and pavement around the office. Councilwoman Lisa Gregory requested that staff look at any other long-term lease agreements to ensure they are all accounted for.

Councilman David Horn expressed concerns with spending money from the water fund to finance the project.

Councilman Chuck Kuhle would like to see either the City Manager or the Intergovernmental Working Group join together with the Decatur Park District to work out any differences.

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

Mayor Julie Moore Wolfe called for New Business.

Mayor Julie Moore Wolfe recognized the following band members from Decatur Public School District #61 who participated at "All-State" in Peoria as part of the Illinois Music Education Conference: Billy Bradshaw, Matthew Clayton, Miruna Eynon, Baylei Ford, Londarius Hayes, Dylan Roberts, Trevor Schaefer, Marion Mallard, and Elijah Neal. The students were presented with Stephen Decatur Medallions.

Finance Director Gregg Zientara presented the Treasurer's Financial Report and responded to questions from council.

Councilwoman Dana Ray exited the Council Chamber at 5:55pm

Councilwoman Dana Ray re-entered the Council Chamber at 5:56pm.

2019-09 Ordinance Amending City Code Chapter 47 - Control of Animals, Fowl and Dogs, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Lillie Sherred, Ag Academy student and Zack Shields, Decatur Public Schools Foundation Executive Director, expressed their support for the Ag Academy and answered questions from council.

Marty Watkins spoke in support of the Ag Academy.

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

R2019-36 Resolution to Appropriate Motor Fuel Tax Funds for Traffic Signal Maintenance and Street Maintenance by Municipality under the Illinois Highway Code, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

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

R2019-37 Resolution Authorizing Community Development Block Grant Subrecipient Agreement FY19-20 Adult Education Training Program Project READ, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Julie Pangrac, Project Read Plus Director gave an overview of the program. The program is designed to help adults improve their reading and math skills through individualized tutoring.

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

R2019-38 Resolution Authorizing Community Development Block Grant Subrecipient Agreement FY19-20 Adult Education Training Program Old King's Orchard Community Center, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Alida Graham, Old King's Orchard Board President, gave an overview of the program. The program is designed to provide support for those wanting to take the GED.

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

2019-10 Ordinance Appropriating Monies for the Purpose of Defraying the Expenses of Several Departments and Funds of the City of Decatur, Illinois for the Fiscal Year Beginning January 1, 2019 and Ending December 31, 2019, Including All Outstanding Claims and Obligations and Fixing a Time When the Same Take Effect, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

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

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

Item A. R2019-39 Resolution Approving Reappointment – Public Building Commission

Item B. Receiving and Filing of Minutes of Boards and Commissions

Item C. R2019-40 Resolution Receiving and Filing The 2018 Official Zoning Map

Item D. 2019-11 Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block South Oakland Avenue Between West Main Street and West Wood Street - Lock Stock & Barrel/Oakwood Business Association

Councilman Pat McDaniel moved Items A through D be approved by Omnibus Vote; seconded by Councilwoman Dana Ray, and on call of the roll, Councilmembers Chuck Kuhle, Pat McDaniel, Dana Ray, Lisa Gregory, David Horn, and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Other Business.

Mayor Julie Moore Wolfe thanked Wendy Morthland for serving as Interim City Manager and announced that Scot Wrighton will begin work on March 19th.

With no other business, Mayor Julie Moore Wolfe called for adjournment. Councilman Pat McDaniel moved the Council meeting be adjourned; seconded by Councilwoman Lisa Gregory, and on call of the roll, Councilmembers Chuck Kuhle, Pat McDaniel, Dana Ray, Lisa Gregory, David Horn, and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe declared the Council meeting adjourned at 6:25 p.m.

Approved _____
Kim Althoff
City Clerk

Fire Department

DATE: 3/19/2019

MEMO: 2019-04

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Jeff Abbott, Fire Chief
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Resolution Accepting the Bid of Municipal Emergency Services (MES) for the Purchase of Forty (40) Scott Breathing Air Cylinders

SUMMARY RECOMMENDATION: Staff recommends awarding the bid in the amount of \$32,200.00 to Municipal Emergency Services (MES) for forty (40) Scott Breathing Air Cylinders.

BACKGROUND: Scott Breathing Air Cylinders supply air to the Department's Self-Contained Breathing Apparatus (SCBA) which allow Firefighters to operate in toxic environments. The department has a base inventory of 110 bottles. This amount provides for each SCBA to have an additional bottle on an emergency scene and for Firefighters to attend training without affecting operational capabilities.

This type of Scott air cylinder is the only air cylinder that can be used with the Fire Department's SCBA. To reduce the financial impact, the Fire Department began replacing bottles incrementally three years ago. These cylinders will replace 40 cylinders that will reach the end of a 15-year life span in May 2019. The cylinder's life span is determined by the Department of Transportation and at the end the useful life, the bottles are to be destroyed.

The City received two qualified bids. The bid tabulation is attached.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Jeff Abbott, Fire Chief and Rich Pruitt, Deputy Fire Chief

BUDGET/TIME IMPLICATIONS: Funding for the expenditure has been authorized in the FY2019 Budget.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid of Municipal Emergency Services (MES) for the Purchase of Forty (40) Scott Breathing Air Cylinders	Resolution Letter
Bid Tab Sheet for Scott Breathing Air Cylinders	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID OF
MUNICIPAL EMERGENCY SERVICES (MES) FOR
THE PURCHASE OF FORTY (40) SCOTT BREATHING AIR CYLINDERS**

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

Section 1. That the bid received for forty (40) Scott Breathing Air Cylinders, presented herewith as Exhibit A and made part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid of Municipal Emergency Services (MES), in the amount of \$32,200.00, and purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Municipal Emergency Services, for their bid price of \$32,200.00.

PRESENTED and ADOPTED this 1st day of April 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



Date	03/13/2019
Quote #	QT1248569
Expires	04/12/2019
Sales Rep	Crabtree, James
PO #	SCBA CYLINDERS
Shipping Method	FedEx Ground

PO
DECATUR, CITY OF (FD)
NO. 1 ANDERSON PLAZA
DECATUR IL 62523
United States

PO
DECATUR, CITY OF (FD)
1415 N. WATER ST.
Decatur IL 62526
United States

Subtotal	32,200.00
Shipping Cost (FedEx Ground)	0.00
Total	\$32,200.00

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1248569

CITY OF DECATUR
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Request for Quotation
(This is not an order)

Tel: (217) 424-2763 Fax: (217) 424-2772

Date: 3/8/19

Delivery Requested by

Quote due back

Attn:

As Requested

March 18, 2019 4:00p.m.

Debbie Perry

Please quote on this form, your best price, terms, and delivery on the articles described below. Sign your firm name and official signature and mail the completed form back to the buyer.

****We will consider substitute offers if the differences in specifications are explained.

The City reserves the right to award items on an individual basis that is in the best interest regarding price and availability.

We Quote You as Below

Company Name

Municipal Emergency Services, INC.

By (Signature)

VP Sales & Service, March 13, 2019

Official Title

Date

TERMS

Net 30 days

F.O.B.

Decatur, IL

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
40	Scott Breathing Air Cylinders with Valve and Gauge Assembly for City of Decatur, IL Fire Department. See attached specifications. Please quote delivered price and lead time.	805. ⁰⁰	32,200

Decatur Fire Department / Air Cylinder Specifications	
<i>Brand</i>	<i>Scott Safety / Luxfer</i>
<i>Cylinder Type</i>	<i>Breathing Air w/ Valve and gauge assembly</i>
<i>Cylinder Construction</i>	<i>Carbon - Fiberglass - Aluminum</i>
<i>Cylinder Pressure</i>	<i>4500psi</i>
<i>Cylinder Time Rating</i>	<i>30 minute</i>
<i>Scott Part Number</i>	<i>10009671(Bottle) 804721-01(Cyl Valve)</i>
<i>DOT Number</i>	<i>DOT - SP - 10915 - 4500</i>
<i>UN Number</i>	<i>1002</i>
<i>Certifying Agency</i>	<i>U.S. Department of Transportation</i>

Project Name: Scott Breathing Air Cylinders Bid Date: March 18, 2019 Time: 4:00 p.m.				Municipal Emergency Services Deer Creek, IL		Grainger Lake Forest, IL	
	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total
	Scott Breathing Air Cylinders #804721-01	40		\$805.00	\$32,200.00	\$1,050.00	\$42,000.00
	Lead time			20 Days		1 Day	

TOTAL

Economic & Community Development

DATE: 4/1/2019

MEMO: No. 19-18

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Raymond Lai, AICP, Economic and Community Development Director
Scott Dedert, Senior Planner

SUBJECT:

Ordinance rezoning from R-6 Multiple Dwelling District to M-1 Intense Commercial-Light Industrial District at 837-877 West King Street.

SUMMARY RECOMMENDATION:

Staff recommends approval of the re-zoning. The City Plan Commission voted 6-0 to recommend approval of this petition at the March 7, 2019 meeting; the relevant draft minutes of the meeting are attached.

BACKGROUND:

The properties located at 837-877 West King Street are currently zoned R-6 Multiple Dwelling District with vacant lots and a to-be-demolished single-family residence. The petitioner owns the existing self-service storage facility to the west and south. The petitioner's request and intent are to have the properties rezoned for future construction of additional self-service storage. To develop the site as planned, the developer is separately requesting vacation of an adjoining alley to the south. Separate action on this request will be required.

The requested M-1 Intense Commercial-Light Industrial District would be compatible and consistent with the zoning to the west, south and north. The subject site is located within a mixed-use area and rezoning to M-1 Intense Commercial-Light Industrial District should have no adverse effect on the general area or the City as a whole. The existing single-family residences to the north and east of the subject parcel will be screened using appropriate buffering requirements.

POTENTIAL OBJECTIONS: No objectors spoke at the Plan Commission meeting.

INPUT FROM OTHER SOURCES:

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

STAFF REFERENCE: Any additional questions may be forwarded to Scott Dedert sdedert@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY FROM
R-6 MULTIPLE DWELLING DISTRICT TO M-1 INTENSE COMMERCIAL-
LIGHT INDUSTRIAL DISTRICT
- 837-877 WEST KING STREET -**

WHEREAS, on the 7th day of March 2019, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Wave Properties, INC to rezone premises legally described as:

Lot 9 in Block 1 of E.B. Durfee's Third Addition as Plat recorded in Book 22 page 636 of the Records in the Recorder's Office of Macon County, Illinois, EXCEPT that part of said Lot 9 described as follows: Beginning at the Northeast corner of Lot 9, thence South along the East line of said Lot 118 feet and 2 inches, thence West 50 feet to the West line of said Lot 9, thence North 118 feet and 2 inches to the Northwest corner of said Lot 9, thence East along the North Lot line to the point of beginning, situated in the County of Macon and State of Illinois. Deed recorded in Book 4662, page 195.

Parcel Index Number: 04-12-10-378-009

The North 118 feet and 2 inches of Lot Nine (9) in Block One (1) of E.B. Durfee's Third Addition to the City of Decatur, as per Plat recorded in Book 22, page 636 of the Records in the Recorder's Office of Macon County, Illinois . Deed recorded in Book 4662, page 390.

Parcel Index Number: 04-12-10-378-008

Lot Ten (10) in Block One (1) of E.B. Durfee's Third Addition to the City of Decatur, as plat recorded in Book 22 page 636 of Records in the Recorder's Office of Macon County, Illinois Situated in the County of Macon and State of Illinois. Deed recorded in Book 4662, page 194.

Parcel Index Number: 04-12-10-378-007

Lot Eleven (11) in Block One (1) of E.B. Durfee's Third Addition to the City of Decatur, as per Plat recorded in Book 22, page 636 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Deed recorded as Parcel IV in Book 4652, page 534.

Parcel Index Number: 04-12-10-378-006

The East 40 feet of Lot Twelve (12) in Block One (1) of E.B. Durfee's Third Addition to the City of Decatur, as per Plat recorded in Book 22 on page 636 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Deed recorded as Parcel I in Book 4652, page 534.

Parcel Index Number: 04-12-10-378-005

The West 10 feet of Lot Twelve (12) and the East 30 feet of Lot Thirteen (13) in Block One (1) of E.B. Durfee's Third Addition to the City of Decatur, as per Plat recorded in Book 22 at page 636 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Deed recorded as Parcel II in Book 4652, page 534.

Parcel Index Number: 04-12-10-378-004

The West 20 feet of Lot Thirteen (13) and the East 20 feet of Lot Fourteen in Block One (1) of E.B. Durfee's Third Addition to the City of Decatur as Plat recorded in Book 22 Page 636 of the Records in the Recorder's Office of Macon County, Illinois, situated in the County of Macon and State of Illinois. Deed recorded in Book 4662, page 193.

Parcel Index Number: 04-12-10-378-003

The West 30 feet of Lot Fourteen (14) and the East 10 feet of Lot Fifteen (15) in Block One (1) of E.B. Durfee's Third Addition to the City of Decatur, lying North and East of the right of way of the P.O. & E. Railroad, as per Plat recorded in Book 22, page 636 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Deed recorded as Parcel III in Book 4652, page 534.

Parcel Index Number: 04-12-10-378-002

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

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

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

Section 2. That said described premises be, and they are hereby rezoned from R-6 Multiple Dwelling District to M-1 Intense Commercial-Light Industrial District.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 1st day of April, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

STAFF REPORT
Decatur City Plan Commission

Hearing Date March 7, 2019
Case No. 19-08
Property Location 837-877 West King Street
Request Rezoning from R-6 Multiple Dwelling District to M-1 Intense Commercial-Light Industrial District
Petitioner Wave Properties, Inc.
Representative Matt Cox

BACKGROUND

The petitioner is requesting rezoning of the properties at 837-877 West King Street from R-6 Multiple Dwelling District to M-1 Intense Commercial-Light Industrial District. The petitioner owns of the existing self-service storage facility. Separately, the petitioner has filed a request to vacate an alleyway south of the subject site.

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Vacant Land, Vacant House	R-6	Employment, Residential – Low Density
North	Single-Family Residences, Vacant lots Vacant Commercial	R-3, R-6, M-1	Residential – Low Density
South	Self-storage facility, Bar	M-1	Employment
East	Single-Family Residences, Vacant lots	R-6	Residential – Low Density
West	Self-storage facility	M-1	Residential – Low Density

PROJECT DESCRIPTION

The petitioner proposes to rezone the properties at 837-877 West King Street from R-6 Multiple Dwelling District to M-1 Intense Commercial-Light Industrial District to create a uniform zoning district for the entire area, and later construct additional self-service storage facility.

STAFF ANALYSIS

The surrounding zoning districts include R-6 Multiple Dwelling District and M-1 Intense Commercial-Light Industrial District to the north, R-3 Single-Family Residence District to the northwest, M-1 Intense Commercial-Light Industrial District to the south, and B-1 Neighborhood Shopping District and R-3 Single-Family Residence District to the west, and R-6 Multiple Dwelling District to the east. The Macon County and Decatur Comprehensive Plan shows this area as Residential – Low Density and Employment. The proposed M-1 zoning would be compatible and consistent with adjacent zoning and uses to the west, south, and north. Also, rezoning the “R-6” District of the subject site to “M-1” District would be consistent with zoning , i.e. M-1 District to abutting area.

The subject site is located within a mixed-use area and rezoning to M-1 Intense Commercial-Light Industrial District should have no adverse effect on the general area or the City as a whole.

STAFF RECOMMENDATION

Staff recommends approval of the rezoning request.

PLAN COMMISSION ACTION

Section XXIX. requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for a final decision. A motion to forward Case 19-08 to City Council by the Plan Commission with a recommendation is warranted.

This report constitutes the testimony and recommendation of the Planning and Sustainability Division, Economic and Community Development Department, City of Decatur.

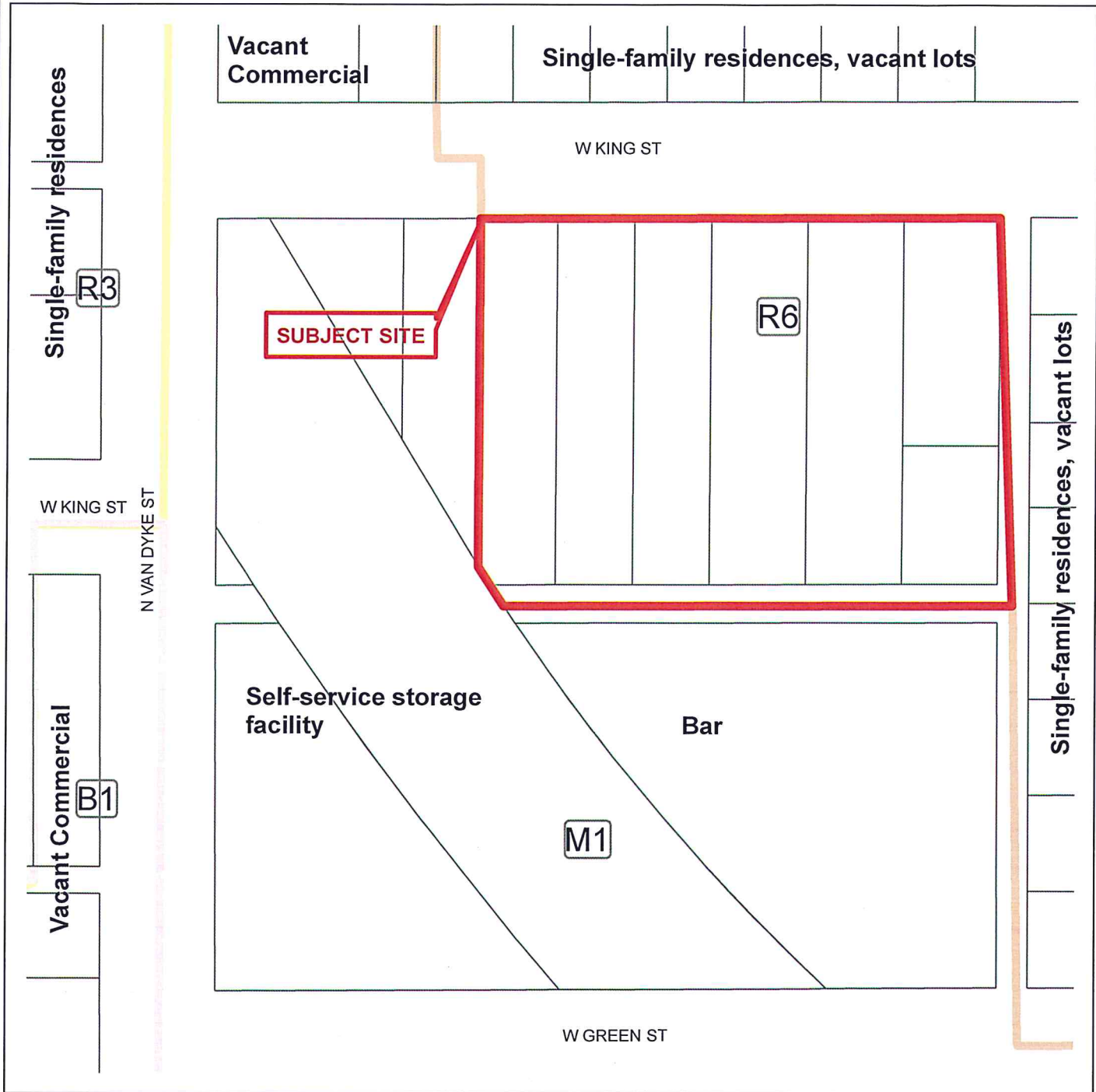
Scott Dedert
Senior Planner

ATTACHMENTS

1. Petition
2. Location Map

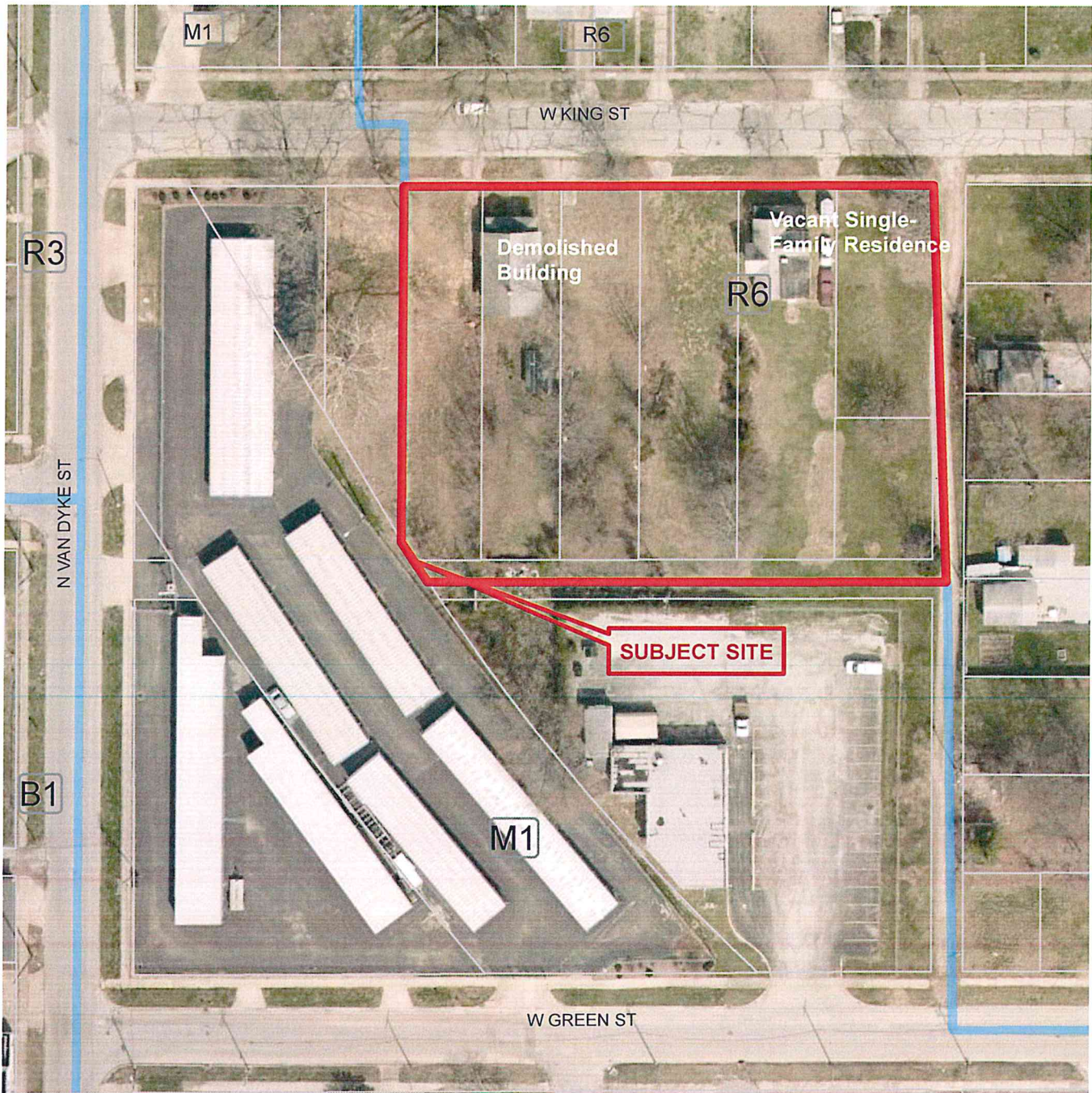
City of Decatur

Wave Properties



City of Decatur

Wave Properties



Case No: 19-08

Date: March 7, 2019

Petition of: Wave Properties

0 50 100 200 Feet



Legend

-  Subject Site
-  Decatur Zoning
-  Parcels

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

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

424-2793
FAX 424-2728

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

Petitioner	Wave Properties, Inc. c/o Bryan Zimmerman				
Address	2009 Shale Ridge Court				
City	Columbia	State	MO	Zip	65203
Telephone	309.275.6958	Fax		E-mail	
Property Owner	Wave Properties, Inc.				
Address	2009 Shale Ridge Court				
City	Columbia	State	MO	Zip	65203
Telephone	309.275.6958	Fax		E-mail	
Representative	Robert M. Cox, PLS - Survey Solutions, LLC				
Address	111 East Ashland Avenue				
City	Mt. Zion	State	IL	Zip	62549
Telephone	217.521.0612	Fax		E-mail	surveysolutionsllc@yah

SECTION TWO: SITE INFORMATION

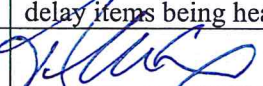
Street Address	837 1/2, 837, 845, 855, 857, 865, 871 and 877 West King Street					
Legal Description	See Attached Exhibit for Legal Descriptions.					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☒ R-6	Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☒ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Please list all improvements on the site:						
Size of Tract	1.43	☐ SF	☒ AC			

SECTION THREE: REQUESTED ACTION

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

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
Expansion of the existing storage facility, minor subdivision and site plan to develop rezoned property in accordance with the City of Decatur requirements.	

SECTION FOUR: JUSTIFICATION
<i>The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):</i>
In order to complete the minor subdivision and site plan for the expansion of the existing storage facility, the property contained within this petition is being petitioned to be rezoned to match the existing zoning of the properties lying to the West and South (M-1). Owner has met with TRC, who supports the rezoning as well as the expansion of the storage facility.

SECTION FIVE: CERTIFICATION		
	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.	
Petitioner's Signature		Date 2.6.19

(OWNER'S REPRESENTATIVE)

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

OFFICE USE ONLY	
Date Filed	
By	

Excerpts from Plan Commission Meeting of March 7, 2019:

Case No. 19-08 Petition of WAVE PROPERTIES, INC to rezone the properties located at 837- 877 West King Street from the R-6 Multiple Dwelling District to M-1 Intense Commercial-Light Industrial District.

It was moved and seconded (Jeffery/Howley) to forward Case No. 19-08 to the City Council with a recommendation of approval as set forth in the staff report.

Mr. Scott Dedert was sworn in by Mrs. Janet Poland.

Mr. Dedert discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting. (Staff report is on file and is available for reviewing by request)

Mr. Matt Cox, representative for the petitioner, was sworn in by Mrs. Poland.

Mr. Cox stated the petitioner is wanting to expand his existing storage facility and must rezone the property to match the existing zoning to complete the minor subdivision.

There were no questions and no objectors present.

Upon call of the roll, Commission members Bill Clevenger, Bruce Frantz, Terry Howley, Bruce Jeffery, Kent Newton and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

Public Works

DATE: 3/21/2019

MEMO: 2019-19

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT:
Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality Under the Illinois Highway Code
City Project 2019-08

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum No. 2019-19 and related other attachments.

ATTACHMENTS:

Description	Type
Council Memo to Appropriate MFT Funds for Street Restoration Project, City Project 2019-08	Cover Memo
Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality Under the Illinois Highway Code, City Project 2019-08	Resolution Letter
Location Map for Street Restoration	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2019-19**

DATE: March 21, 2019

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT: Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality Under the Illinois Highway Code
City Project 2019-08

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest to appropriating \$400,000 in State Motor Fuel Tax (MFT) funds for the proposed 2019 Street Restoration project, City Project 2019-08.

PRIOR COUNCIL ACTION:

Each year the City Council approves the appropriation of State MFT funds for street improvement work. State MFT funds are allocated for street improvement work as part of the Fiscal Year 2019 Capital Improvement Plan.

BACKGROUND:

State Motor Fuel Taxes are levied and collected by the State of Illinois; funds are allocated to local agencies and are administered by the Illinois Department of Transportation (IDOT). The City is required to adopt a resolution specifying the allocation of State MFT funds to their intended projects. IDOT must receive an MFT appropriation before they will approve the expenditure of State MFT money.

The 2019 State MFT project will be smaller than past years due to funds being applied to bridge work and possible use for the Brush College / Faries Parkway Grade Separation project.

Proposed 2019 Street Improvement

The resolution appropriates \$400,000 in State MFT funds for asphalt street work for the proposed 2019 Street Restoration project, City Project 2019-08. The Street Restoration project is part of the annual maintenance program that generally consists of milling off a portion of an existing asphalt street surface and placing a new asphalt concrete surface course that restores the integrity of the street surface. The 2019 project will perform mill and overlay work on South Shores Drive between 8th Drive and the South Shores Bridge over Lake Decatur. In addition, there will be some asphalt patching and crack sealing on various streets in the City.

The proposed street list for rehabilitation is as follows (see attached location map):

Street	Begin	End	Surface Treatment	Length (feet)	Length (Lane Miles)
South Shores Drive	8 th Drive	Lake Pointe	Mill and Overlay	5,415	2.05
			Total Length	7,140	2.70

The proposed locations for patching as part of the Street Restoration project are as follows:

Street	Location	Length of road (feet)
W. Grand Avenue	Between Pine Street and Monroe Street	570
Martin Luther King Jr. Drive	Between Wood Street and Cerro Gordo Street	2,380
	Total Length	2,950

The proposed locations for crack sealing as part of the Street Restoration project are as follows:

Street	Location	Length of road (feet)
W. Mound Road	Between MacArthur Road and Greenridge Drive	1,150
N. Oakland Avenue	Between Main Street and Eldorado Street	1,566
E. Grand Avenue	Between Morgan Street and Illinois Street	1,864
Redlich Drive	Between Deerfield Court and Cul-de-sac	510
Rachel's Way	Between Redlich Drive and Sydney Court	358
Sydney Court	Between Rachel's Way and Cul-de-sac	435
	Total Length	5,883

SCHEDULE:

Design work for the 2019 Street Restoration Project is underway and the plans are currently being reviewed by IDOT. The project is planned to begin around the month of June.

BUDGET/TIME IMPLICATION:

1. **Budget Impact:** The proposed resolutions appropriate \$400,000 in State Motor Fuel Tax funds for the Street Restoration project.
2. **Staffing Impact:** Staff time has been allocated for managing these projects.

LEGAL REVIEW: Legal review of the State Motor Fuel Tax appropriation is not required.

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

INPUT FROM OTHER SOURCES: Illinois Department of Transportation

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

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

Attach: 2

RESOLUTION NO. _____

**RESOLUTION TO APPROPRIATE MOTOR FUEL TAX FUNDS
FOR RESTORATION OF STREETS AND HIGHWAYS
BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE
CITY PROJECT 2019-08**

**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 \$400,000.00 of State Motor Fuel Tax funds for the purpose of resurfacing streets and highways under the applicable provisions of the Illinois Highway Code.

Section 2. That only those streets, highways; and operations as listed and described as part of the City's Street Restoration Project, are eligible for State Motor Fuel Tax funds and shall be designated as Section 19-00908-00-FP.

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 four original certified copies of BLR 09110 forms, attached hereto as Exhibit A and made a part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED AND ADOPTED this 1st day of April, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



Resolution for Improvement Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Original	19-00908-00-FP

BE IT RESOLVED, by the Council of the City
Governing Body Type Local Public Agency Type
 of Decatur, Illinois that the following described street(s)/road(s)/structure be improved under
Name of Local Public Agency
 the Illinois Highway Code. Work shall be done by Contract
Contract or Day Labor

For Roadway/Street improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
+ Various Streets	1.03			

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
+				

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Resurface South Shores Drive with 1.5 inch mill and overlay. Class D patches and crack filling in various locations.

2. That there is hereby appropriated the sum of Four Hundred Thousand and 00/100

Dollars (\$400,000.00) for the improvement of
 said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Kim Althoff City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Decatur, Illinois in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency
 statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Council of Decatur, at a meeting held on April 01, 2019
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 1st day of April, 2019
Day Month, Year

(SEAL)

Clerk Signature

--

Approved

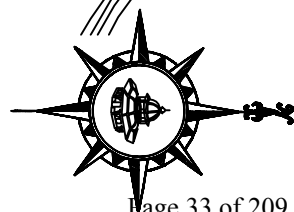
Regional Engineer

Department of Transportation

Date

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SOUTH SHORES DR - 1.5" MILL & HMA SURFACE COURSE



Economic & Community Development

DATE: 4/1/2019

MEMO: No. 19-17

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Raymond Lai, Director of Economic and Community Development
John Williams, Mass Transit Administrator

SUBJECT:

Resolution Authorizing Approval of Master Contract, Participating Addendum to the Master Contract between the Commonwealth of Virginia and Gillig LLC with additional clauses required by the State of Illinois permitting the City of Decatur to purchase Low Floor Transit Buses not to exceed \$424,000 per bus.

SUMMARY RECOMMENDATION:

The attached Master Contract, Participating Addendum, and additional clauses authorize the City of Decatur to purchase up to 18 low floor heavy duty transit buses at prices offered under the Master Contract between the Commonwealth of Virginia and Gillig, LLC. It is recommended that this item be approved.

BACKGROUND: With a total fleet of 22 buses, Decatur Public Transit currently has fourteen buses in need of immediate replacement. Twelve of the 30 ft. low floor vehicles are beyond their useful life and have become increasingly costly to maintain. Two suffered burn damages in 2016 and 2018 respectively. In 2021, four low floor buses purchased in 2009 will be at the end of their useful life and will need to be replaced. The State of Illinois Department of Transportation awarded the City of Decatur \$2.97M to purchase new replacement buses. Additionally, the Federal Transit Administration awarded the City of Decatur \$4.662M to purchase new replacement buses. Under Section 3019 of the FAST Act (Fixing America's Surface Transportation Act) the City may purchase rolling stock and related equipment from a state cooperative procurement contract. By authorizing the City of Decatur to participate in this Master Contract between the Commonwealth of Virginia and Gillig, LLC, the City of Decatur will significantly decrease the amount of time required to complete the procurement process, save upwards of \$30,000 per bus, and expedite the manufacturing and delivery of new replacement buses. The Federal Transit Administration and Illinois Department of Transportation have approved this approach with the inclusion of State-required clauses approved by Gillig, LLC.

PRIOR COUNCIL ACTION: The City Council discussed this item during a March 4, 2019 study session.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Should the City Council have any questions, they may contact Ray Lai at 424-2727 or rlai@decaturil.gov; John Williams at 424-3552 or jwilliams@decaturil.gov

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING APPROVAL OF MASTER CONTRACT,
PARTICIPATING ADDENDUM TO THE MASTER CONTRACT BETWEEN THE
COMMONWEALTH OF VIRGINIA AND GILLIG, LLC WITH ADDITIONAL
CLAUSES REQUIRED BY THE STATE OF ILLINOIS PERMITTING THE CITY OF
DECATUR TO PURCHASE LOW FLOOR TRANSIT BUSES
NOT TO EXCEED \$424,000 PER BUS**

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

Section 1. That the Master Contract, Participating Addendum to the Master Contract, and Addendum containing additional clauses required by the State of Illinois, herewith attached as Exhibit A, between the City of Decatur, the Commonwealth of Virginia, and Gillig, LLC, authorizing the purchase and delivery of up to eighteen (18) low floor buses be received, placed on file, and approved.

Section 2. That the Mayor be, and is hereby, authorized and directed to execute the Master Contract, Participating Addendum to the Master Contract, and Addendum containing additional clauses required by the State of Illinois on behalf of the City of Decatur, for a total purchase of not more than eighteen (18) low floor buses, in the amount not to exceed \$424,000 per bus.

PRESENTED AND ADOPTED this 1st day of April 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

**MASTER CONTRACT E194-75548 MA2274
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
GILLIG, LLC
2018-2019**

NON - ELECTRIC TRANSIT BUSES

(includes Modification 2, 3 changes)

1. SCOPE OF CONTRACT

This is a master ordering agreement (the "Master Agreement" or "Master Contract" or "Contract") between the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply ("Commonwealth" or "DGS" or "DPS" or "DGS/DPS") and GILLIG LLC (the "Contractor" or "Gillig"), a California Company having its principal place of business at 451 Discovery Drive, Livermore, CA 94551 for the provision of transit buses/coaches including all related integral and/or peripheral equipment, products, component parts, materials, and supplies (collectively termed Equipment or Products), together with related warranty, maintenance and repair, or other services (collectively termed Services) necessary to provide and maintain Products in accordance with the Original Equipment Manufacturer (OEM) technical specification and operational performance standards, pursuant to the Commonwealth Request For Proposal #E194-193, dated May 31, 2016 (the RFP) and the Contractor's proposal, dated August 11, 2016, in response thereto.

This Contract contains the terms and conditions by which Commonwealth agencies, institutions, and other public bodies as defined in Virginia Code § 2.2-4301, entitled "Definitions" of the *Virginia Public Procurement Act (VPPA)*, as amended, and hereinafter referred to as "Authorized Users," are to acquire (new) heavy-duty, low-floor transit buses, including all related integral or peripheral component equipment, products, materials, parts, or supplies (Buses), together with all warranty, maintenance, repair and support services ("Services") needed to ensure that all Buses and Equipment acquired under the Contract can be operated, serviced, and maintained by Authorized Users in accordance with all pertinent operating standards and performance specifications of the Contractor, or original equipment manufacturer ("OEM") for any third-party Products or Services provided by the Contractor under this Master Agreement, and pursuant to the Commonwealth's Request For Proposal # E194-193, dated May 31, 2106 (the "RFP") and the Contractor's proposal dated August 11, 2016 in response thereto.

This Contract is being entered into by DGS on behalf of the Virginia Department of Rail and Public Transportation ("DRPT"). Therefore, Contractor agrees that all Products and Services provided within scope of this Contract shall be provided to all Authorized Users in a manner that assists the DRPT in its core mission to facilitate and improve the mobility of all citizens of the Commonwealth and to promote the efficient transport of goods and people in a safe, reliable and cost-effective manner, with a transit goal to expand or improve transportation choices in Virginia and as embodied in DRPT's web site <http://www.drpt.virginia.gov/about-us/core-mission>.

Contractor and Commonwealth shall develop a first class model for public body support and ensure the Commonwealth is a national leader in understanding and meeting customer needs, and is a leader in contract innovation, while building a supplier-customer relationship that supports the Commonwealth's strategic objective to include obtaining high quality goods and services at reasonable costs, while ensuring ongoing innovation in the products obtained which provide overall best value.

This Contract is the result of a competitive solicitation and its use is optional for public bodies and entities authorized to use the Contract by the Code of Virginia § 2.2-1120. Pursuant to Code § 2.2-1120, Authorized Users shall also include any organization that provides transportation services in Virginia and receives funding from the Federal

Transit Administration or the Commonwealth Transportation Fund, as well as certain private, nonprofit 501(c)(3) institutions of higher education, chartered in Virginia, and as allowable pursuant to Code 2.2-1120.

To ensure maximum transparency and public access to all Commonwealth procurement opportunities, and consistent with Code § 2.2-1110, Contractor agrees that all orders from any Commonwealth Authorized User shall be accepted solely through the Commonwealth of Virginia's central electronic procurement website, "eVA," www.eva.virginia.gov, as delineated with the ordering instructions herein.

2. AUTHORIZED USERS

The Contract is available for use by all Commonwealth public cities, towns, counties, and public entities--including state agencies; educational institutions, and other public bodies as defined in Section 2.2- 4301 entitled "Definitions" of the Virginia Public Procurement Act (VPPA), as amended, and hereinafter referred to as "Authorized Users." Pursuant to Code of Virginia § 2.2-1120, all private institutions of higher education chartered in Virginia and granted tax-exempt status under the Internal Revenue Code section § 501(c)(3) may also submit orders to purchase Products or Services directly from this Contract, and are included in the definition as an Authorized User. The Metropolitan Washington Council of Governments (MWCOG) and members of MWCOG shall also be included as an Authorized User on this Contract. Contractor shall provide all Products and Services in accordance with the provisions of this Contract upon receipt of a duly authorized order, as defined herein, from any Commonwealth public school division or entity, state agency, educational institution, or any other public body, as defined in § 2. 2-4301 entitled "Definitions" and § 2. 2-4304 of the Virginia Public Procurement Act (VPPA), as amended. The Contract is also available for use by certain charitable corporations and private nonprofit 501(c) (3) institutions of higher education, chartered in Virginia, and as allowable pursuant to Virginia Code 2.2-1120. Collectively, all aforementioned parties are referred to in the aggregate and hereinafter as Authorized Users for purposes of using this Contract. This is an optional use contract. To ensure maximum transparency and public access to the Commonwealth's procurement opportunities, and consistent with Code § 2. 2-1110, all Authorized Users are to submit orders directly with Contractor through the Commonwealth's electronic procurement website, www.eva.virginia.gov, as delineated in the "ORDERS" section of this contract.

3. INTERPRETATION OF CONTRACT

As used in this Contract, the terms listed below shall include all related materials and documentation developed and provided in the performance of Contract, whether in machine-readable or printed form, and produced or provided pursuant to this Contract, or any order resulting from this Contract.

Headings are for reference purposes only and shall not be considered in construing this Contract.

The documents comprising this Contract, and their order of precedence in case of conflict, are: (1) this Contract, consisting of terms and conditions included herein, including all Attachments hereto; (2) all duly authorized and executed orders and Attachments referencing the Contract (3) the RFP #E194-193 and (4) the Contractor's proposal submitted in response to the RFP. The foregoing documents represent the complete and final Contract of the parties with respect to the subject matter of this Contract.

If any term or condition of this Contract is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Contract shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

4. TERM

Initial term of the Contract shall be effective from June 8, 2017 through May 31, 2018. All orders and related documents shall survive the period of performance stated in this section until such time as all orders (executed prior to the expiration date of the Contract) have been completely performed.

Current term of this contract is June 1, 2018 through May 31, 2019.

5. RENEWAL OF CONTRACT

The Commonwealth may renew this Contract at its sole discretion, upon the written mutual agreement of both parties for three (3) additional, one-year successive periods, under the terms of the current Contract. The Commonwealth will provide the Contractor with its notice to renew the Contract at a reasonable time (approximately 90 days) prior to the expiration of the initial term, or of any subsequent renewal term period.

If all renewals are exercised, the final term of the contract will be June 1, 2020 through May 31, 2021.

6. PRICING

Prices for base Buses with standard features and additional options/upgrades are listed herein as Attachment A entitled "Products and Pricing Schedule." As new technology unfolds, options/upgrades will be updated on Attachment A.

7. PRICE ESCALATION/DE-ESCALATION

Prices for base Buses with standard features and additional options/upgrades are listed herein as Attachment A, entitled "Products and Pricing Schedule." As new technology unfolds, options/upgrades will be updated on Attachment A. Users should review all options/upgrades and pricing before starting "pre build" discussions with Contractors.

Discounts are to be considered the minimum for the entire term of the Contract. Base Bus prices may be negotiated on an annual basis. Price adjustments and/or discount adjustments may be permitted for changes in the Contractor's cost of materials or services. The Producer Price Index of the United States Department of Labor, Bureau of Labor Statistics will be used by the Commonwealth as a guide in reviewing any Rate/Price increase requests. Price escalation may be authorized at the end of the initial (one year) term and only where verified to the satisfaction of the Contract Manager. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

The Contractor shall document the amount of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which must: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers. All changes in the prices and/or discounts applicable to the Commonwealth must be approved in writing by the Division of Purchases and Supply prior to implementation by the Contractor.

The DGS/DPS Contract Manager will notify the Authorized Users and Contractor in writing of the effective date of any approved increase. However, the Contractor shall fill all orders received prior to the effective date of the price adjustment at the old Contract prices. The Contractor is further advised that decreases that affect the cost of materials are required to be communicated immediately to the Contract Manager.

Base Bus prices may be negotiated on an annual basis only at the time of renewal. At its sole discretion, the Commonwealth may permit such price adjustments only at the time of Contract renewal, and only where verified to the satisfaction of the Contract Manager. The Contract pricing for any renewal period shall not exceed the lesser of: a) four percent (4%) of the Contract pricing for the prior term, or; b) the Contract pricing for the prior period, increased/decreased by no more than the percentage increase/decrease for the previous twelve (12) month period, under the United States (US) Department of Labor's (DOL) Bureau of Labor Statistics' (BLS) Producer Price Index (PPI) category series identification "WPU1413" "Truck and Bus Bodies" for the latest twelve (12) month period for which statistics are available. (*<http://data.bls.gov/timeseries/WPU1413>). Price adjustments are at the sole discretion of the Commonwealth, only permitted annually at the time of Contract renewal and only where verified to the satisfaction of the DGS/DPS Contract Manager.

Contractor shall give not less than thirty (30) days advance notice of any price increase request, with documentation, to the Contract Manager. The Contract Manager will notify the Contractor in writing of any approved increase. Price increase would take effect on the first day of the renewal pricing period. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old Contract prices. "Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth and reflected in subsequent invoices.

8. ADDITION/DELETION OF PRODUCTS /SERVICES

1. The Commonwealth recognizes that Products and Product line additions and/or Services to the Contractor's standard commercial catalog offerings during the life of the Contract are likely to occur. The Commonwealth considers these additions as enhancements. Additions will be considered as follows:
 - a. Any and all new Products will be categorized with similar Products or Product lines into existing market categories previously defined and agreed to by the Commonwealth and with respect to discount structure, net price or grand total of the Product. The Commonwealth shall be notified of new item(s) and/or Product line(s). Contract amendment or modification will not be required for addition of new Product(s) to the Contractor's offerings that are consistent with pre-established categories and discount structure. Such products shall be added to Contractor's on line catalog in the Commonwealth's eVA system, thereby providing our citizens with the best Products available from Contractor at any time during the term of this Contract.
 - b. In the event the Contractor adds a new specialty Product line which represents Product(s) that are consistent with the type and class of Products covered under this Contract, but differ sufficiently from Products or brands represented in the existing Product categories, so that a separate pricing structure is appropriate, the Commonwealth and the Contractor may enter into negotiations to modify the Contract to establish a discount structure, net price, or grand total for the Product(s). Pricing must be competitive in order to add Products to this Contract. The Contractor shall provide appropriate documentation to support its position for separate pricing. Negotiations must be completed prior to order placement. Contract amendment or modification will be required in order to add negotiated items that are sufficiently different from pre-established categories and discount structure.
 - c. Contractor shall develop new business opportunities and market its services by meeting current and potential clients, discussing their needs and opportunities for improvement.

9. VENDORS MANUAL

This Contract is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this Contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.

10. APPLICABLE LAWS AND COURTS

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Commonwealth and the Contractor are encouraged to resolve any issues in controversy arising from the award of the Contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

11. ANTI-DISCRIMINATION

The Contractor certifies to the Commonwealth that they shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the *Virginia Fair Employment Contracting Act* of 1975, as amended, where applicable, the *Virginians With Disabilities Act*, the *Americans With Disabilities Act* and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every Contract over \$10,000 the provisions in A. and B. below apply:

Gillig Buses
E194-75548 MA2274
(Page 4 of 23)

A. During the performance of this Contract, the Contractor agrees as follows:

1. Meet or exceed all current Federal Transportation Administration (FTA) of Manufacturer / Vendor certifications, regulations and policies (i.e. Buy America policy)
2. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
3. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
4. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor shall include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions shall be binding upon each Subcontractor or vendor.

12. ETHICS IN PUBLIC CONTRACTING

The Contractor certifies that the Contract has been entered into without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their submitted proposal or this resulting Contract, and that they have not conferred on any Commonwealth public body or Authorized User employee having official responsibility for ordering Equipment, Products or Services provided through this solicitation and Contract process, any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

13. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into this Contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

14. DEBARMENT STATUS

Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of Goods and/or Services covered by this Contract. Contractor further certifies that they are not debarred from filling any Order or accepting any resulting Order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

15. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

16. PAYMENT

A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number.

2. Any payment terms requiring payment in less than 30 days for state agencies or less than 45 days for localities will be regarded as requiring payment 30/45 days (as applicable) after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30/45 days (as applicable), however.
3. All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which ordering entity is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or for state agencies the date of offset when offset proceedings have been instituted as authorized under the *Virginia Debt Collection Act*.

Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, the Contractor is advised that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the ordering Authorized User shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. The Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an ordering entity of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

17. PRECEDENCE OF TERMS

The following Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions contained in the original RFP, and any negotiated Terms and Conditions in this Contract, then the negotiated Terms and Conditions of this Contract shall apply.

18. QUALIFICATIONS OF CONTRACTOR

The Commonwealth or an Authorized User may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform any Services or furnish any Equipment or Products within the scope of this Contract. The Commonwealth or an Authorized User reserves the right to inspect, without advance notice, Contractor's physical facilities at any time during the initial term and any subsequent renewal periods, to satisfy any questions regarding the Contractor's capabilities.

19. TESTING AND INSPECTION

The Commonwealth or any ordering Authorized User reserves the right to conduct any test/inspection they may deem advisable to assure that Products and Services conform to all Contract requirements or specifications.
(also see section herein entitled "ACCEPTANCE")

20. ASSIGNMENT OF CONTRACT

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

21. CHANGES TO THE CONTRACT

Changes can be made to this Contract in any of the following ways:

- A. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
- B. The Commonwealth may order changes within the general scope of the Contract at any time by written notice to

the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Commonwealth a credit for any savings. Said compensation shall be determined by either of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Authorized User's right to audit the Contractor's records and/or to determine the correct number of units independently; or
3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. The Contractor shall present the Commonwealth with all vouchers and records of expenses incurred and savings realized. The Commonwealth shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Commonwealth within thirty (30) days from the date of receipt of the written order from the Commonwealth. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Commonwealth or with the performance of the Contract generally.

22. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

For Authorized Users that are not Commonwealth state agencies, it is the Contractor's sole responsibility for determining those Authorized Users' sales tax exemption status.

23. TRANSPORTATION AND PACKAGING

As applicable, for all Products provided under this Contract, Contractor certifies and warrants that the prices are FOB destination, and includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

24. DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Contract by the Contractor, or any of its subcontractors, whose employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana

during the performance of the Contract.

25. NONDISCRIMINATION OF CONTRACTORS

No contractor shall be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders unless DPS has made a written determination that employing ex-offenders on the specific Contract is not in its best interest. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, DPS shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

26. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the Commonwealth shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.

27. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. DPS may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

28. FINANCIAL WARRANTY

Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify the Commonwealth of the details and, at the Commonwealth's option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and the Commonwealth shall grant such request if the Commonwealth in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon the Commonwealth's request (and annually), Contractor shall submit an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to the Commonwealth or others the financial terms made available to the public body, and upon request from the Commonwealth, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and the Commonwealth. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor.

This Contract shall provide overall best value for any Virginia public body and transportation authority to acquire Contractor's products/services: in terms of pricing, warranty, services, product range, and any other criteria essential to their need. Contract shall provide goods and services of equal/better quality, competitive cost of like products/services, less effort to understand (and use) by customers and suppliers.

29. AUDIT

The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth, Authorized Users, and/or the Commonwealth's/Authorized User's auditors shall have full access to and the right to

examine any of said materials during said period.

30. USE OF CONTRACT BY THIRD PARTIES

In accordance with the Code of Virginia § 2.2-4304, entitled "Cooperative Procurement," the intent of this Contract is to allow for such cooperative procurement to the maximum extent possible. Accordingly, any public body or public institution may access and use this Contract, if agreeable to Contractor and in accordance with the ordering provisions governing this Contract, together with all other Contract terms and conditions herein.

Participation in this cooperative procurement by any public body is voluntary. If agreed to by Contractor, this Contract may be used by the entities stated above to procure goods and/or services in accordance with Attachment A "Products and Pricing Schedule" attached hereto and incorporated herein.

Contractor shall notify the Commonwealth of Virginia, Division of Purchases and Supply (DPS) in writing by providing DPS a Contract Sales and Usage report for any entity placing an order(s) to use this Contract in accordance with Contract Reporting provisions, herein using the form shown in Attachment B, VENDOR USAGE – SEMIANNUAL SALES REPORT.

This is a master contract and no modification of the Contract is required for an Authorized User to participate. However, any Authorized User outside the Commonwealth of Virginia, but within the United States, or any territory or legal entity thereof, and Contractor shall complete a "Participating Addendum," to be provided by DPS, prior to the use of the Contract before the Contractor shall accept any order from such an Authorized User outside of the Commonwealth, with a copy of the completed Participating Addendum provided to the Contract Officer, DPS Procurement.

Authorized Users will place their own orders directly with the Contractor and will fully and independently administer their use of this Contract to include contractual disputes, and invoicing and payments, without direct administration from DPS. Neither the Commonwealth nor DPS shall be held liable for any costs or damages by any other participating Authorized User as a result of any authorization by the Contractor to use the Contract.

Contractor hereby certifies and warrants that neither the Commonwealth nor DPS are responsible for any acts or omissions of any Authorized User, and shall not be considered in default of this Contract, no matter the circumstances.

The use of the Contract does not preclude any participating Authorized User from using other agreements or competitive processes as their needs may require.

31. AUTHORIZED REPRESENTATIVES

This Contract may be modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so denoted below, or their duly authorized designees. No modifications to this Contract shall be effective unless in writing and signed by the duly authorized representative of both parties, delineated below. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Authorized Representatives:

COMMONWEALTH OF VIRGINIA
Director, Division of Purchases & Supply
Department of General Services
1111 East Broad Street, 6FL
Richmond, VA 23219

GILLIG LLC
Joseph Policarpio, V.P. Sales
451 Discovery Drive
Livermore, CA 94551
Tel.: 800-735-1500
Fax: 510-785-6819
Email: sales@gillig.com

UNDER NO CIRCUMSTANCES SHALL ANY AUTHORIZED USER OR OTHER ENTITY HAVE THE AUTHORITY

TO MODIFY THIS CONTRACT WITHOUT WRITTEN CONSENT OF THE AUTHORIZED REPRESENTATIVES.

32. DELIVERY

Contractor shall deliver up to one (1) Low Floor Bus to an Authorized User within 18 months after receipt of order (ARO). Delivery of option year buses will be negotiated at time of receipt of a firm purchase order or notice to proceed along with the contracted quantities of manuals (operators, service, parts, electrical schematics, and component supplier manuals). A Contractor Field Service Representative shall also arrive with the Bus delivery to help prepare the Bus to be put into revenue service and to conduct Operator and Maintenance orientation and familiarization training (including a complete set of Low Floor training DVDs and diagnostic interpretation training).

When multiple Buses are ordered and delivered, a Contractor Field Service Representative shall arrive within seven (7) days after delivery of the last Bus to help prepare the Buses to be put into revenue service

Products and Services should be delivered within thirty (30) days after receipt of order (ARO). Contractor is responsible to make all arrangements for delivery, set up, and preparation for safe vehicle operations. The Authorized User will not assume responsibility for receiving Buses or Product, unless otherwise indicated in the pertinent ordering documents. Contractor shall check with the Authorized User designated point of contact as identified in the ordering documentation to coordinate all necessary transportation and delivery arrangements prior to Product operations.

33. BUS DELIVERY NOTIFICATION

Contractor shall notify the Authorized User no less than two (2) full business days prior to delivery of Buses or Equipment so Authorized User personnel can be available to allow access to their facility, verify items received, and perform any Services needed to prepare Equipment for safe operations. Notification shall be made to the individual identified in the applicable eVA order. In the even no individual is identified, then the Contractor shall contact the Authorized User in advance to identify and coordinate with the responsible staff.

Authorized Users are to include the best point-of-contact information in their orders to assist Contactor.

34. PROMOTIONAL DISCOUNTS

For any special or promotional sale prices, reductions, or other discounts provided to any Authorized User eligible to use this Contract, Contractor shall immediately extend and provide notification of such sale prices or discounts to the Commonwealth and all other Authorized Users. Such notice shall also advise the duration of the specific sale or discount price. The Contract Manager shall be provided notice in advance of any such promotional discount being extended to any Authorized User that is eligible to utilize this Contract.

35. INSPECTION/LATENT DEFECTS

All Products are subject to inspection and test, as provide herein under the provision entitled Testing and Inspection. Products that do not meet specifications may be rejected. Failure to reject, however, does not relieve the Contractor of liability for latent or hidden defects subsequently revealed when Products are used after acceptance has occurred. If latent defects are found at any time during the term of this Contract, the Contractor shall repair or replace the defective Products. This remedy shall be in addition to any other remedies or obligations under this Contract or provided by law.

36. PRODUCT AVAILABILITY / SUBSTITUTION

Substitution of a product, brand or manufacturer under this Contract is expressly prohibited unless approved in writing by the Contact Manager or Authorized User. An Authorized User may, at its discretion, require the Contractor to provide a substitute item of equivalent or better quality subject to their written approval, for a price no greater than the Contract price, if the product for which a Contract Order was issued becomes unavailable to the Contractor.

Contractor shall provide citizens and transportation managers with the best products possible at any time during the term of this contract by making users aware of new products/ replacement parts and technologies.

37. MAINTENANCE MANUALS

Within thirty (30) days after the last Bus is delivered, Contractor shall provide with each piece of Equipment an operations and maintenance (owner's) manual with wiring diagrams, parts list, and a copy of all warranties—along with related documents as per the manufacturer's standard practice.

38. ACCEPTANCE

Following Delivery, all Products (to include diagnostic parts, but not Buses) shall be deemed accepted by the Authorized User, at their sole discretion, following applicable operational testing to ensure Products meet expected and required OEM operating standards, requirements, and performance specifications, such that all components – integral and peripheral – operate in the manner designed by the OEM, and for such period of time deemed reasonable and necessary by the Authorized User ("Acceptance"). Within fifteen (15) days after arrival at the designated point of delivery, each Bus shall undergo the Authorized Users tests. If the Bus passes these tests, acceptance of the Bus by the Authorized Users occurs on the fifteenth day after delivery. Acceptance may occur earlier if the Authorized Users notifies the Contractor of early acceptance or places the Bus in revenue service. If the Bus fails these tests, GILLIG requests a letter of discrepancies for resolution be issued by the fifteenth day after delivery.

Acceptance shall be documented in writing and sent to the Contractor via email, letter, or any other such writing as agreed upon by the Authorized User and the Contractor. Warranty shall commence upon the date of Acceptance. Should Products/Buses be deemed by the Authorized User to be not acceptable, then the Authorized User shall reject Products/Buses, in writing, providing the Contractor with such details as needed in writing as to the reason why Products/Buses are deemed not to be acceptable/meet specifications.

39. WARRANTY/MAINTENANCE (Buses)

Upon Acceptance of Buses by an Authorized User, and to ensure the maximum safety, protection and satisfaction to any Authorized User, and to their passengers, Contractor agrees that any new Bus shall be provided with an initial 1-year/50,000-mile (whichever comes first) bumper-to-bumper new vehicle warranty ("Warranty"), as follows: Warranty is to include all Buses and integral and peripheral components, materials, parts, assemblies and subassemblies e.g., body, chassis, engine, transmission, cooling, drive train, suspension, electrical and manual controls, steering, starter and alternator, safety equipment, heater and air conditioning, etc. necessary to keep Bus in good operating condition and preserve its operating efficiency in accordance with all OEM technical specifications and operating standards. The rights and remedies provided herein are in addition to and do not limit those available to any Authorized User by any other Contractual provision, or as provided in law.

Warranty/Maintenance repairs shall be made onsite at the Authorized User's location. Normal warranty work (other than that work required to be performed by sub-suppliers) will be performed by the Authorized User's maintenance department and reimbursed by GILLIG at the documented warranty labor rate of \$75.

Warranty/Maintenance excludes the following normal wear items: tires, filter, and wiper blades, light bulbs (including headlamp assemblies), seals and gaskets, oil filters, air filters, fuel filters, bushings, belts, brake linings and brake drums. Selected optional component equipment e.g., cameras, radios, GPS, etc., may be provided with a separate Warranty/maintenance provision, but such Warranty/maintenance shall be provided solely in accordance with the pricing schedule, attached hereto.

Warranty/Maintenance of Buses shall not include any work that is external to the Bus, the furnishing of supplies, or adding or removing accessories, attachments, or other equipment that is not provided under this Contract. Maintenance of Bus also shall not include repair of damage that is the direct result from the operational use by the Authorized User or from accident, unless the accident is caused by negligent or intentional acts or omissions of Contractor or its agents.

Contractor shall not be responsible for the cost of any Warranty/Maintenance repair due to the direct result of an Authorized User's intentional failure to properly use, maintain, and care for the Products as outlined in the documentation or manuals provided by the Contractor. Authorized Users are advised to maintain copies of all maintenance records and receipts for review by the Contractor.

All Warranty/Maintenance services to be performed on Buses shall be performed by qualified OEM-certified technicians to perform such services. Normal warranty work (other than that work required to be performed by sub-suppliers) will be performed by the Authorized User's maintenance department and reimbursed by GILLIG at the documented warranty labor rate of \$75. Authorized User's maintenance department and reimbursed by GILLIG at the documented warranty labor rate of \$75. The Commonwealth or any Authorized User reserves the right to require proof of certification prior to placing an order or performance of services and at any time during the term of the Warranty/Maintenance period, and any subsequent renewal period thereafter.

During the Bus pre-production meeting, the Contractor shall offer an Authorized User the option to purchase additional warranties, in accordance with all contractual provisions herein, and in accordance with pricing as delineated herein on Attachment A "Products and Pricing Schedule." This can only be purchased at the pre-production meeting.

In those instances where it is necessary for the Contractor to return a Bus for depot maintenance repair and support, the Contractor shall be responsible for towing costs. Only new standard part or parts equal in performance to new parts, and certified as OEM-acceptable replacement parts shall be used in effecting repairs. Parts which have been replaced shall become the property of the Contractor. Replacement parts installed shall become the property of the Authorized User. If the Equipment is out of service for more than seven consecutive calendar days, Contractor would then assist the Authorized User by specifically calling the vendors directly to get them better focused on resolving the Authorized User's issues to ensure the Bus is repaired and returned in good working order as soon as possible.

Nothing herein shall be construed to waive or limit any rights or remedies otherwise available to the Commonwealth or Authorized User under any other provisions herein, or in Code.

All Warranty/Maintenance services to be performed on Equipment shall be performed by qualified OEM-certified technicians to perform such services. The Commonwealth or any Authorized User reserves the right to require proof of certification prior to placing an order or performance of Services and at any time during the term of the Warranty/Maintenance period, and any subsequent renewal period thereafter.

40. AUTHORIZED USER RESPONSIBILITIES DURING WARRANTY/MAINTENANCE

- A. During any term of Warranty/Maintenance, Authorized User's staff shall not perform maintenance or attempt repairs to Buses except for routine preventative maintenance, and/or as authorized in writing by Contractor. Authorized User will refrain from performing any maintenance and/or repairs which could void OEM Warranties.
- B. The Authorized User shall permit Contractor access to Bus to be maintained, as agreed upon between the Contractor and Authorized User, subject to the Authorized User's site security policies.
- C. Upon request by Contractor, an Authorized User is to provide Contractor with storage space for spare parts and supplies, as needed, including any heat, light, ventilation, electric current and outlets, and telephones (for local calls only) for use by Contractor's maintenance staff.
- D. The Authorized User shall maintain Buses and Equipment in accordance with all OEM and Contractor-furnished specifications, manuals, and documents, or as otherwise agreed upon in writing between the Contractor and an Authorized User.

41. ENGINEERING CHANGES

Contractor sponsored modifications to Buses and/or engineering changes shall be made with the consent of the Authorized User at no additional charge for a period of one (1) year from the date of acceptance. The Authorized User reserves the right at all times to schedule these Contractor sponsored modifications and/or changes to minimize the impact on the daily operations of the Authorized User.

42. SUPPLIES

Authorized charges may not include standard operational vehicle replacement supplies (e.g. tires, filters, belts, bulbs, etc.) unless such supplies are specifically identified in Schedule A, or as may be agreed upon by the Authorized User

in advance in any duly executed order. All supplies used by the Authorized User shall conform to the Contractor's published specifications provided to the Authorized User upon Bus delivery or acceptance. At all times, an Authorized User reserves the right to acquire such supplies from any source of its choice, but such supplies are required to conform to all OEM or Contractor provided technical specifications and documentation. The provision of such supplies from alternative sources by an Authorized User shall under no circumstances void Contractor responsibilities for Warranty/Maintenance, as described herein, or as may otherwise be provided by the Contractor to an Authorized User under this Contract.

43. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT

By its signature on this Contract, Contractor certifies and warrants that its firm, and any individual employees and/or subcontractor(s) is/are properly certified and/or licensed by the appropriate federal, state, or other regulatory authorities to provide all Products/services specified or fulfill the requirements delineated herein.

44. PRIME CONTRACTOR RESPONSIBILITIES

The Contractor shall have prime responsibility for completely and solely supervising and directing all work performed, goods provided and/or services provided under this Contract, and for all subcontractors the Contractor may utilize. Subcontractors that perform work under this Contract shall be responsible to the prime Contractor. Contractor agrees that it shall be fully and solely responsible for the acts and omissions of its subcontractors and of any persons employed by them as he is for the acts and omissions of his own employees.

45. SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of the DGS/DPS Contract Manager. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the DGS/DPS Contract Manager the names, qualifications and experience of its proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

46. INSURANCE

By entering into this Contract, the Contractor certifies that it has and shall maintain the following insurance coverages. If any subcontractors are involved, then Contractor shall require that any subcontractor shall have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The Contractor further certifies that both it and its subcontractors, if any, shall maintain these insurance coverages during the entire term of the Contract and that all insurance coverages shall be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

- A. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify DPS of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- B. Employer's Liability - \$100,000.
- C. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- D. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).

47. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS

The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with Commonwealth agencies and all public bodies. The Contractor providing goods and/or services under this Contract to all Authorized Users shall participate in the eVA Internet eProcurement program by completing the free eVA Vendor Registration. Contractor must register in eVA and pay the Vendor Transaction Fees specified below for all Order transactions.

Vendor transaction fees are determined by the date the original eVA Purchase Order is issued and the current fees are as follows:

For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:

- (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
- (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia, Department of General Services, approximately 30 days after receipt of payment for the transit buses. Any adjustments (increases/decreases) will be handled through eVA Purchase Order changes.

For questions about eVA billing, contractors may call eVA Customer Care at 866-289-7367 or 804-371-2525, and selecting option 2, or emailing eVACustomerCare@DGS.Virginia.gov.

48. EXCLUSIVITY OF TERMS AND CONDITIONS

No employee or agent of the Commonwealth or of any Authorized User shall be required to sign or execute any additional contract, license or other contractual document containing contractual terms and conditions. Any documents signed by persons other than the Director, DPS or his/her authorized designee shall have no validity or effect upon the Contract.

49. LOBBYING AND INTEGRITY

Contractors are cautioned that communications with individuals other than the Contract Officer may result in incorrect and/or insufficient information being provided. In addition, the Contractor shall not, in connection with this or any other contract or agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any Commonwealth or public officer or employee.

Upon request of the Commonwealth, Contractor shall provide any type of information the Authorized User deems relevant to the Contractor's integrity or responsibility to provide the Products and Services, described herein.

50. ORDERS

The Contractor agrees that all purchases for a new Bus under the Contract by the Authorized Users shall be processed through eVA. Orders for a new Bus which are not processed through eVA are not authorized by this Contract. If the Contractor receives a non-eVA order that purports to be issued under this Contract, Contractor shall promptly notify the Commonwealth Authorized User that orders outside eVA are not made under this Contract and would require a separate competitive procurement process under the Virginia Public Procurement Act, and Contractor shall request the Authorized User to resubmit the order through eVA. If the Contractor accepts an order that purports to be under this Contract but where the order has not been processed through eVA, the Contractor shall be in breach of this Contract, and shall notify DGS of the occurrence and shall reimburse DGS for all eVA fees that would have been generated by placement of the order in accordance with this Contract. Upon request by DGS, Contractor shall certify its compliance with this section.

Authorized Users may order Buses, Products, and Services from this Contract by any of the following methods:

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- A. **eVA:** An eVA order issued for a new Bus by an ordering entity of the Commonwealth or Authorized User through the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov>.

Authorized Users that are not Commonwealth Authorized Users that wish to utilize this Contract may use their own purchase order process, as long as reference is made to the contract number (i.e. Metropolitan Washington Council of Governments [MWCOC] and members of MWCOC).

- B. **Charge Card:** As applicable, an Authorized User may use their p-card, or any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA, that is under contract for the use by the ordering Authorized User. Contractor agrees that it shall not accept any Charge Card Order that exceeds the maximum amount (e.g., \$5,000, etc.) or any other card limitation established and authorized for use with the Contractor by an Authorized User. (applies to maintenance, repair or services equipment under \$5,000).

This ordering authority is solely limited to issuing orders for goods and/or services available under this Contract.

Note: Contractor shall report all eVA orders received for new buses (only) which have been delivered and invoiced on their semiannual sales report as shown on Attachment B " VENDOR USAGE - SEMIANNUAL SALES REPORT."

51. E-VERIFY PROGRAM

Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any Authorized User of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any Authorized User of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of its Maintain Company page from E-Verify to prove that it is enrolled in E-Verify.

52. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the applicable Authorized User no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such Authorized User at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The Authorized User shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the *Code of Virginia* nor institute legal action prior to receipt of the Authorized User's decision on the claim, unless that Authorized User fails to render its decision within thirty (30) days. The decision of the Authorized User shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, *Code of Virginia* or the administrative procedure authorized by Section 2.2-4365, *Code of Virginia*.

The Commonwealth of Virginia, Department of General Services, its officers, agents and employees, including, without limitation, the Contract Manager and applicable Authorized User, are executing this Contract, or issuing any orders hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth or Authorized User that is purchasing and receiving the Products or Services to this Contract or on the subsequent Order in question and need not be joined as a party to any dispute that may arise there under.

In the event of any breach by the Commonwealth, then Contractor's remedies shall be limited to claims for damages and *Prompt Payment Act* interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this section. In no event shall Contractor's remedies include the right to terminate any order or support services hereunder.

53. BREACH

A Contractor shall be deemed in breach of this Contract if the Contractor (a) fails to deliver goods or services on time as previously agreed upon between Contractor and Authorized User (b) fails to comply with any other term of the order or this Contract and fails to cure such noncompliance within ten (10) days (or such greater period as is acceptable to the Commonwealth following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or (c) fails to provide a written response to the Commonwealth's Show Cause Notice within ten (10) days after receiving same.

The Contractor shall not be in breach of this Contract if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or services. All costs for the return of Products shall be borne by the Contractor. In no event shall any failure by the Commonwealth or Authorized User to exercise any remedy available to it be construed as a waiver of or consent to any breach.

54. LATE DELIVERY PENALTY

Delivery of Buses is required not later than 18 months after receipt of purchase order from all districts in the Commonwealth. For other Products and Services (i.e. repair parts, kits), delivery is 30 days after receipt of order. It is understood and agreed by the Contractor that time is of the essence in the delivery of Buses. In the event Buses are not delivered by the date specified and no acceptable substitute is provided, then there will be deducted, not as a penalty but as liquidated damages, the sum of \$50 per day for each and every business day of delay beyond the time specified; except that if the delivery be delayed by any, negligence, or default on the part of the Commonwealth, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or his supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the Contractor, DGS/DPS may extend the time for performance of the Contract or delivery of buses herein specified, at DGS/DPS's sole discretion, for good cause shown.

55. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Commonwealth of Virginia and any Authorized User, together with its officers, agents, and employees, from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any buses, Equipment, or materials of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the negligence of the Authorized User or to failure of the Authorized User to use the buses, Equipment, or materials in the manner already and permanently described by the Contractor on the Buses, Equipment, or materials provided.

56. NON-APPROPRIATION

All funds for payment of Products or Services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for items provided under this Contract, the Commonwealth or Authorized User will terminate this Contract for those Products or Services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, then the Commonwealth or Authorized User may terminate this Contract for Products or Services dependent on such federal funds, without further obligation.

57. TERMINATION FOR CONVENIENCE

The Commonwealth shall pay the Contractor for the cost of any work already performed, and any materials used, up to the point of notice. However, the Contractor must use all reasonable efforts to defray that cost by using the bus to fulfill another customer's outstanding order, selling to a different customer, returning materials, or any other available means. If the Contractor is able to defray that cost, but the Commonwealth has already paid the Contractor, the Contractor must reimburse the Commonwealth for the amount later defrayed.

58. TERMINATION FOR DEFAULT

In case of default by a Contractor for failure to deliver or perform in accordance with the contract specifications or terms and conditions, the Commonwealth may procure the articles or services from other sources and hold the defaulting Contractor responsible for any resulting additional purchase and administrative costs. The Commonwealth will normally repurchase from the next low bidder or purchase competitively by resolicitation. If the repurchase results in increased costs to the Commonwealth, a letter will be sent to the defaulted Contractor requiring payment for additional costs. When repayment is requested, the Contractor will be removed from the mailing list until the repayment has occurred. However, in the case of default, this Contract may be canceled at any time without the contractor's consent. The Commonwealth also reserves the right to cancel all contracts with any Contractor who fails to perform for any one contract.

59. FINAL INSPECTION

At the conclusion of any Services performed, Product delivered, or for any Equipment returned under Warranty/Maintenance from the Contractor, manufacturer or depot service, or repair or replacement, the Contractor shall demonstrate to the Authorized User's representative that the Services have been fully completed or the Product is fully operational and in compliance with OEM or contract specifications, requirements, and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense, prior to final acceptance of Product or of Services provided to the Authorized User.

60. SALES AND SUPPORT SERVICE

The Commonwealth anticipates that this will be a high volume usage contract. The Contractor shall have a full time sales representative assigned to the Commonwealth to make regular calls to assist users, address problems, e-procurement concerns and other matters. The Contractor shall apprise the Commonwealth of any quality issues including recalls, upgrades, and product warnings that may affect product performance and safety. All service representatives must have on-line access to information to provide immediate response to inquiries concerning the status of orders, delivery information, back-order information, statewide contract pricing, and general product information. Representatives shall be available by phone, fax or email. Such contact information shall be provided to the Commonwealth and any ordering entities.

As necessary, Contractor shall improve their world class customer support and account management processes by adding new sales representatives, raising their quality assurance inspections per vehicle and hiring new staff engineers.

61. KITS

Each Bus shall be equipped with a First Aid kit (large size) and a Blood borne Pathogen kit.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

GILLIG LLC

COMMONWEALTH OF VIRGINIA

BY: _____

BY: _____

NAME: _____
Printed

NAME: _____
Printed

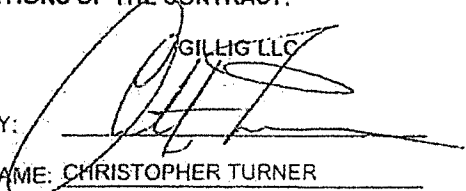
TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

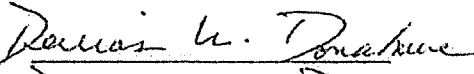
PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

BY: 
NAME: CHRISTOPHER TURNER
Printed

TITLE: EXECUTIVE VICE PRESIDENT

DATE: DECEMBER 11, 2018

COMMONWEALTH OF VIRGINIA

BY: 
NAME: Dennis W. Donohue
Printed

TITLE: Contract Manager

DATE: December 11, 2018

ATTACHMENT A

PRODUCTS AND PRICING SCHEDULE

TO
CONTRACT E194-75548 MA2274
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GILLIG LLC

Attachment "A" is hereby incorporated into and made an integral part of Contract E194-75548 MA2274 between the Commonwealth of Virginia and Gillig LLC in the event of any discrepancy between this Attachment "A" and the Contract, the provisions of the Contract shall control.

Contractor agrees to meet the requirement stated in the Commonwealth's RFP #E194-193, Section III, entitled "Statement of Needs," including all Products and Services, as applicable and as delineated in Contractor's proposal, submitted in response thereto, for the provision of Buses and all other Products and Services as delineated therein, in accordance with the following, or as otherwise stipulated in any Modification to this Contract.

I. LISTING OF PRICING OF PRODUCTS AND SERVICES (see attached)

II. LOGISTICS

A. Buses

All Bus orders shall be delivered F.O.B. Destination. Prices include all standard freight costs.

B. Small Package Maintenance & Repair Parts (as applicable)

All maintenance and repair parts shall be delivered F.O.B. Destination.

Prices shall include all standard freight cost. Additional shipping charges for rush, over-size, special orders or shipments made outside of the Commonwealth may be the responsibility of the Authorized User. Shipping costs that are specified as other than standard shipping when an order is placed shall be quoted to the Authorized User prior to shipment.

Contractor must adhere to any and all security requirements at any facilities that are served.

A packing label must be on each box to include at a minimum name, Authorized User, address, and purchase order number (as applicable). A packing list must be included with each shipment to include, at a minimum, the line item description, quantity ordered, quantity included, backordered items purchase order number and Authorized User contact (as applicable).

No minimum order limits apply.

Special order products or products ordered incorrectly by the Authorized User may incur a restocking fee if

NON -ELECTRIC BUS

PRICING SCHEDULE

GILLIG – 30FT Diesel

MASTER CONTRACT E194-75548 MA2274

Vendor Name: GILLIG LLC
 Manufacturer: GILLIG LLC
 Model: LOWFLOORBUS
 Length /Size: 30

PART 1, BASE BUS, STANDARD FEATURES		2013 or current model year.	
A) Model Year	2018		
B) Engine (i.e. Diesel) / HP	L9/280HP		
C) Transmission	D854 S		
D) Seating Capacity	23		
E) Doors	FRONT & REAR		
F) Wheelchair Locations	(2) STREETSIDE		
G) Weight	30,000 LB GVWR		
H) Alternate Fuel Options	DIESEL, CNG, HYBRID (SEE ATTACHED PRICING)		
I) Brakes	DRUM		

PART 2, BASE BUS PRICE	Purchase Qty ----->	1 to 5	6 to 10	11 to 15	16 +
Base Price / Per Bus	\$377,517.00	\$377,517.00	\$377,517.00	\$377,517.00	\$377,517.00
Less discount for volume level	N/A	N/A	N/A	N/A	N/A
Net Price	\$377,517.00	\$377,517.00	\$377,517.00	\$377,517.00	\$377,517.00
(discount %)	N/A	N/A	N/A	N/A	N/A

PART 3, Additional Options, Upgrades (list Top 15 most requested Options)				
Description	Order Code	Price	Discount %	Net Price
SEE BASE EQUIPMENT & ALTERNATIVES PRICE SHEET				
Percent discount on all other options not listed above =	NA %			

GILLIG – 35 FT Diesel

MASTER CONTRACT E194-75548 MA2274

PRICING SCHEDULE

Vendor Name: GILLIG LLC
 Manufacturer: GILLIG LLC
 Model: LOW FLOOR BUS
 Length/Size: 35

PART 1, BASE BUS, STANDARD FEATURES	
	New 2019, or current model year
A) Model Year	2019
B) Engine (i.e., Diesel) / HP	L9/280HP
C) Transmission	D864 E
D) Seating Capacity	31
E) Doors	FRONT & REAR
F) Wheelchair Locations	(1) STREETSIDE & (1) CURBSIDE
G) Weight	39,600 LB GVWR
H) Alternate Fuel Options	DIESEL, CNG, HYBRID (SEE ATTACHED PRICING)
I) Brakes	DRUM

PART 2, BASE BUS PRICE	Purchase Qty >	1 to 5	6 to 10	11 to 15	16 +
Base Price / Per Bus	\$363,574.00	\$363,574.00	\$363,574.00	\$363,574.00	\$363,574.00
Less discount for volume level	N/A	N/A	N/A	N/A	N/A
Net Price	\$363,574.00	\$363,574.00	\$363,574.00	\$363,574.00	\$363,574.00
(discount %)	N/A	N/A	N/A	N/A	N/A

PART 3, Additional Options, Upgrades (list Top 15 most requested Options)				
Description	Order Code	Price	Discount %	Net Price
SEE BASE EQUIPMENT & ALTERNATIVES PRICE SHEET				
Percent discount on all other options not listed above =	NA %			

GILLIG – 40 FT Diesel

MASTER CONTRACT E194-75548 MA2274

PRICING SCHEDULE

Vendor Name: GILLIG LLC
 Manufacturer: GILLIG LLC
 Model: LOW FLOOR BUS
 Length /Size: 40'

PART 1, BASE BUS, STANDARD FEATURES		New 2018, or current model year:	
A) Model Year		2018	
B) Engine (i.e. Diesel) / HP		L9/280HP	
C) Transmission		D864 S	
D) Seating Capacity		38	
E) Doors		FRONT & REAR	
F) Wheelchair Locations		(1) STREETSIDE & (1) CURBSIDE	
G) Weight		35,500 LB GVWR	
H) Alternate Fuel Options		DIESEL, CNG, HYBRID (SEE ATTACHED PRICING)	
I) Brakes		DRUM	

PART 2, BASE BUS PRICE	Purchase Qty -----	1 to 5	6 to 10	11 to 15	16 -
Base Price / Per Bus	\$387,867.00	\$387,867.00	\$387,867.00	\$387,867.00	\$387,867.00
Less discount for volume level	N/A	N/A	N/A	N/A	N/A
Net Price	\$387,867.00	\$387,867.00	\$387,867.00	\$387,867.00	\$387,867.00
(discount %)	N/A	N/A	N/A	N/A	N/A

PART 3, Additional Options, Upgrades (list Top 15 most requested Options)				
Description	Order Code	Price	Discount %	Net Price
SEE BASE EQUIPMENT & ALTERNATIVES PRICE SHEET				
Percent discount on all other options not listed above =	NA %			

Gillig Trolley

MASTER CONTRACT E194-75548 MA2274

PRICING SCHEDULE

TROLLEY PACKAGE OPTIONS (Additional Cost Over Base Bus Price)			
DELIVERY: Delivery is to be quoted at time of order placement for all Trolley Package Options due to the order size and make up.			
	30'	35'	40'
Base Package (Diesel)	\$62,864.00	\$70,646.00	\$78,778.00
Roof Cupola Assembly	INCLUDED	INCLUDED	INCLUDED
Solid Brass SF Cable Car Bell	INCLUDED	INCLUDED	INCLUDED
Exterior Wood Like Trim Installed On: Cupola, Front & Rear Overhang Eaves, Arches, Window Mullions, Window Sills, Rub Rails, Skirt Panels, Front & Rear Door, Front & Rear Bumper. Reference Layout.	INCLUDED	INCLUDED	INCLUDED
Interior Trim Includes Solid American White Oak Trim on: Ceiling Panel Strips, Window Tops & Sills, Overhead Passenger Light Panels, Driver's Dash Area.	INCLUDED	INCLUDED	INCLUDED
Vintage Style Vinyl Graphics: Cupola Window & Exterior Window Graphic Motifs, Standard Gold Vinyl Pinstriping, Exterior Graphics Banner Package, Interior Graphics Banner at Rear I/O Enclosure, Exterior Bus Numbers, Gold Battery Disconnect Decal. Reference Layout	INCLUDED	INCLUDED	INCLUDED
Cow Catcher	\$3,103.00	\$3,103.00	\$3,103.00
Roof Accent LED Rope Lighting	\$3,103.00	\$3,219.00	\$3,334.00
Front Center Trolley Light	\$607.00	\$607.00	\$607.00
Exterior Roof Mounted Sign Boards (CS & RS)	\$3,705.00	\$3,705.00	\$3,705.00
Front Roof Hatch Accomodations	\$812.00	\$812.00	\$812.00
Allison H40EP Compatible Cupola Package	\$8,165.00	\$8,165.00	\$8,165.00
WOODEN TROLLEY PASSENGER SEAT OPTIONS			
	Base 30' (26) Passengers	Base 35' (31) Passengers	Base 40' (38) Passengers
Vintage Style Trolley Seating; Solid American White Oak Milled Wood Slats, Bull Nose Top & Bottom Roundover Edges.	\$15,147.00	\$13,440.00	\$13,503.00
Interior Vinyl Seat Cushions	\$3,449.00	\$3,967.00	\$4,461.00

Low Floor Transit Buses

Percent discount on all other options not listed above = _____ %

PROPULSION		
BASE	Cummins '17 ISL 280HP Diesel Engine with Voith D864.6 Transmission	BASE
	Philips Temro Block Heater	\$124.00
CNG SYSTEM		
		Additional Cost Over Base Diesel Bus Price
	Cummins L9N 280 HP, with (4) 85" & (4) 120" Type III Fuel Tanks (21,664 SCF)	\$55,118.00
	Cummins L9N 280 HP, with (8) 85" Type III Fuel Tanks (17,608 SCF/est.450mi)	\$51,320.00
	Cummins L9N 280 HP, with (8) 120" Type III Fuel Tanks (25,664 SCF/est.705mi) 35/40" only	\$59,752.00
	Add Second Fast Fuel Fill to Low Mount Position	\$832.00
BASE	Manual Fuel Tank Shut-Off Valves	BASE
ELECTRIC HYBRID DRIVE SYSTEM		
		Additional Cost Over Base Diesel Bus Price
	Allison H40EP Parallel Electric Drive System with Vanner HBA	\$232,605.00
	BAE Series HybriDrive System APS1 (NA for 30')	\$200,945.00
	BAE Series HybriDrive System APS2 (NA for 30')	\$211,767.00
	Electric Hydraulic Pump	Quote
	Electric Air Compressor	Quote
	CERTPLUS Allison H40EP	Quote
STYLING PACKAGES (base bus does not include bonded windows)		
BASE	Standard Low Floor Front Cap, Rear Cap and Engine Door Styling	BASE
	BRT Front Cap Styling Only	\$10,008.00
	BRT Front Cap, Rear Cap and Engine Door Styling	\$13,546.00
	BRT PLUS Front Cap, Rear Cap, Roof Line and Engine Door Styling	\$19,372.00
	BRT Roof Fairings, Front or Rear (each)	\$1,276.00
OIL SYSTEM		
BASE	Cummins Supplied Fleetguard	BASE
	Spinner II Auxiliary Filter	\$952.00
	Titan Probalizer OD-1014 Extraction Port (per fitting)	\$45.00
	Femco Auto Drain	\$70.00
COOLING SYSTEM		
BASE	Modine E-Cool Electric Cooling System without E-Coat	BASE
	EMP Electric Cooling System without E-Coat	\$2,229.00
	Add E-Coat to Diesel or CNG	\$852.00
	Add E-Coat to Hybrid	\$1,399.00
	Radiator Tank Guard	\$262.00
	Radiator Tank Guard, with Splash Shield	\$392.00
ALTERNATOR		
BASE	Niehoff C803 (500 Amp for Electric Radiator)	BASE
	EMP (450 Amp for EMP Electric Radiator)	\$0.00
	Delco 50-DN+ (450 Amp for Electric Radiator)	N/A
TRANSMISSION		
BASE	Voith D864.6	BASE
	Allison B400R, GEN IV	\$3,697.00
	Allison B3400R, xFE	\$4,522.00
	Allison Fuel Sense Software	Quote
	ZF 6AP1400 ECOLIFE	\$1,607.00
	Femco Auto Drain	\$70.00
	KP Push Button	\$60.00
	Transmission Temperature Gauge (Dash or Rear Run Box)	\$51.00
	Keyed Transmission Lockout Switch on Dash	\$359.00

Alternative prices are subject to appropriate PPI increases per contract.
Confidential and Proprietary Information

AXLE HUBS & SEALS		
BASE	Hub Piloted Wheels	BASE
BASE	Axles with Grease Seals (per axle)	BASE
	Axles with Chicago Rawhide Oil Seals	\$0.00
	Synthetic 75W90 Gear Oil for Rear Axle	\$191.00
HUBODOMETER		
	Data Trac Pro 600-9999	\$88.00
	Engler (Stemco) Mechanical without Tenths and without Guard	\$80.00
	Veeder Root Mechanical without Tenths and without Guard	\$73.00
	S & A Fleetwatch 392 Electronic	\$446.00
	Hubodometer Guard	\$128.00
BRAKES		
BASE	S-Cam Drum Brakes with Wabco ABS System	BASE
	Automatic Traction Control	\$110.00
	Disc Brakes with Wabco ABS System	\$3,277.00
	MGM E-Stroke Brake Monitoring System for Drum Brakes	Quote
	MGM E-Stroke Brake Monitoring System for Disc Brakes	Quote
WHEELS/TIRES		
BASE	(6) Powder Coated White Steel Wheels	BASE
	(6) Brushed Finish Aluminum Wheels	\$1,658.00
	(6) Full Polished Finish Aluminum Wheels	\$2,130.00
	Bendix Tire Pressure Monitoring System	\$942.00
	(6) Contractor Supplied Tires	Quote
STEERING SYSTEM		
BASE	Douglas Steering Column (Standard Steering Column)	BASE
	TRW Easy Steer, Electric Assisted Steering Column	\$2,550.00
	VIP Textured Steering Wheel	\$74.00
FUEL SYSTEM		
BASE	Emco Wheaton Posi Lock 105 (Hip Cap or Twist Cap)	BASE
	Standard Gravity Fuel Fill	(\$279.00)
	Dual Fill (Curbside and Streetside) with Emco Wheaton Posi Lock 105	\$1,018.00
	Dual Fill (Curbside and Streetside) with Standard Gravity Fill	\$786.00
BASE	Standard 120gal (35' / 40') or 75gal (29' LF) Net Useable Fuel Tank	BASE
	80 gal Net Useable Split Fuel Tanks (29' LF with No Rear Door)	\$1,298.00
	Davco Fuel Pro 384, Heated	\$655.00
	Diesel Fuel Gauge on Dash	\$175.00

Alternative prices are subject to appropriate PPI increases per contract.
Confidential and Proprietary Information

REAR RUN BOX		
BASE	Electrical Gauges - Engine Oil and Coolant Temp	BASE
	Mechanical Gauges - Murphy Oil Pressure and Coolant Temperature (IPO Electric)	\$61.00 Each
	Delete Gauges	(\$51.00) Each
	Rear Hand Throttle Control	\$147.00
AIR SYSTEM		
BASE	SKF, HCY-2000 Air Dryer	BASE
BASE	Kingston Auto Drain Valve at Ping Tank	BASE
	Cole Hersee #12053 Electrical Tow Connector	\$172.00
	Curbside Rear Kneeling	\$535.00
FRAME		
	Engine Skid Protection w/Extended Tow Eyes	\$132.00
	Engine Skid Protection w/Extended Tow Eyes & 2" Thick x 2" Wide Wear Plate	\$385.00
BATTERIES		
BASE	(4) DEKA Group 31 Top Post Connections	BASE
	(2) DEKA 8D Side Lug or Top Post Connections	(\$227.00)
	(2) AGM Glass Matt 8D Side Lug or Top Post Connections	\$277.00
	(4) AGM Glass Matt Group 31 Top Post Connections	\$923.00
	KBI Super Capacitor With (2) DEKA Group 31 Batteries	\$4,752.00
	(1) Anderson 350 Jump Start Connector Located In Battery Box	\$89.00
	(1) Anderson 350 Jump Start Connector Located In Engine Compartment	\$152.00
WHEELCHAIR LIFT / RAMP		
BASE	Lift-U Ramp (LU-18), Front Door	BASE
	Lift-U Ramp (LU-18), Rear Door (Requires 48" Rear Door Selection) N/A w/29"	\$3,951.00
	Ricon SSR (6-1) Fold Over	\$523.00
	Reinforced A-Post Skid Plates (Per Side)	\$65.00
HEATING / AIR CONDITIONING		
BASE	TK T-14 w/X426 or X430, EBM Brushless Motors	BASE
	TK T-14 w/S391	\$818.00
	TK T-14 w/S516	\$1,779.00
	TK T-14 with Permanent Magnet Motors	(\$2,335.00)
	TK All-Electric HVAC - Diesel, CNG & Allison H40EP Hybrid	\$15,722.00
	TK All-Electric HVAC - Hybrid (BAE APS 2)	\$1,784.00
BASE	TK Pressure and Return Display Mounted to Unit	BASE
	Delete TK Pressure and Return Display Mounted to Unit	(\$292.00)
	MCC RM35 w/O5G, Brushless Motors	(\$3,644.00)
DRIVERS HEATERS & ADDITIONAL PASSENGER HEATERS		
BASE	MCC Drivers Heater - Brushless Motor, Fresh Air Intake, Left Foot Vent, 1/4 Turn Valves	BASE
	MCC Drivers Heater - Brush Motor, Left Foot Vent, 1/4 Turn Valves	(\$395.00)
	Front Stepwell Threshold Heater - MCC with Brushless Motor	\$331.00
	Streetside Underseat Heater - MCC with Brushless Motor	\$358.00
	Streetside Underseat Heater Mid in Theater Step - MCC with Brushless Motor	\$468.00
	Curbside Rear Stepwell Heater - MCC with Brushless Motor	\$449.00

Alternative prices are subject to appropriate PPI increases per contract.
Confidential and Proprietary Information

AUXILIARY COOLANT HEATER		
BASE	No Auxiliary Coolant Heater Installed	BASE
	Spheros Model Thermo 230 (80,000 btu) Coolant Heater	\$2,540.00
	Proheat Model X45 (45,000btu) Coolant Heater	\$2,540.00
	Proheat Model M80 (80,000btu) Coolant Heater	\$2,728.00
DRIVER'S AUXILIARY FAN & DASH AREA		
	Add (1) Drivers Fan Mounted to Dash	\$91.00
REAR DOOR		
BASE	34" Rear Door - Air Open / Spring Close (Full Driver's Control)	BASE
	Delete Rear Door	(\$1,329.00)
	48" or 56" Rear Door (Requires Air Open / Air Close Door)	\$2,659.00
	Vapor CLASS Control with Green LED Lamp (34" Door)	\$5,634.00
	Vapor vTouch Electronic Touch Bars with Green LED Lamp (34" Door)	\$745.00
	Vapor Electric Doors (40" front / 34" rear) Electric Open / Electric Close (Full Driver's Control)	\$4,724.00
	Exterior Air Release Front Door Control Valve	\$156.00
ELECTRICAL EQUIPMENT CABINET		
BASE	44" Tall with Key Lock and (2) 5/16" Square Key Locks	BASE
	42" Tall (33") with Key Lock and (2) 5/16" Square Key Locks & 11" Drivers Storage	\$123.00
	Storage Box on Curbside Forward Wheel Well (8.25"H x 20"W x 13"D)	\$481.00
ADVERTISING FRAMES - EXTERIOR		
BASE	Exterior, None	BASE
	Exterior, 21" X 40", Front Clear or Black Anodized, Powder Coated	\$179.00
	Exterior, 30" X 88", Curbside or Streetside	\$290.00
	Exterior, 30" X 144", Clear or Black Anodized, Powder Coated	\$342.00
	Exterior, 21" X 72", Rear	\$231.00
ADVERTISING FRAMES - INTERIOR		
	Interior, Innocom Schedule Racks 3.75" X 7" X 1.5"	\$17.00 Each
	Interior, 22" X 21", Black, RH Load, Open Back	\$169.00
PASSENGER SEATING		
BASE	4ONE Gemini	BASE
BASE	Thermoplastic Grabhandles	BASE
BASE	Fiberglass (Non-Padded) Cosmetic Seat Inserts	BASE
	4ONE Aries	\$4,541.00
	4ONE Angel Seats	\$1,481.00
	4ONE CitiPro	\$1,279.00
	4ONE CitiSeats	(\$318.00)
	AMSECO Metropolitan	\$1,613.00
	AMSECO Insight	\$4,349.00
	Add FTA Docket 90A	Quote

Alternative prices are subject to appropriate PPI increases per contract.
Confidential and Proprietary Information

DRIVERS SEAT		
BASE	USSC 9100ALX with Headrest and 2-Point Lap Belt	BASE
	Recaro Ergo Metro with Headrest and 2-Point Belt	\$23.00
	Add Seat Cushion Alarm to Recaro Ergo Metro	\$122.00
	Add RH Armrest to Recaro Ergo Metro	\$119.00
	Add 3-Point Black Lap & Shoulder Belt	\$230.00
	Add 3-Point Orange Lap & Shoulder Belt	\$230.00
	Add Adjustable D-Ring	\$250.00
	Add Seat Belt Alarm to USSC 9100ALX	\$45.00
	Add Seat Cushion Alarm to USSC 9100ALX	\$163.00
	Add RH Armrest to USSC 9100ALX	\$50.00
WHEELCHAIR SECUREMENT		
BASE	4ONE J2-VPRO	BASE
BASE	AMSECO - A.R.M. System	BASE
	AMSECO - Dual Autolok	Quote
	Q'Pod Assembly	Quote
PASSENGER SIGNALS		
BASE	Touch Tape on Window Mullions	BASE
	Pull Cords (Neutral or Yellow) with Touch Pad at Wheelchair Location	(\$703.00)
	Stop Request Button at Rear Door Stanchion	\$64.00
	Additional Amber Stop Request Lamp Mounted on Driver's Dash	\$36.00
DRIVER'S BARRIER		
BASE	Wrap Around Fiberglass (35' / 40' Low Floor)	BASE
	Wrap Around Fiberglass with (3) Schedule Rack Cutouts (35' & 40' Only)	\$62.00
BASE	Flat Metamine, One Piece (29' Only)	BASE
STANCHIONS & GRAB RAILS		
BASE	Powdercoated Yellow Door Handles, Vertical Stanchions, Hand Rails & Modesty Panel Tubes	BASE
	SSTL Door Handles, Vertical Stanchions, Hand Rails & Modesty Panel Tubes	\$0.00
	Modesty Panel Forward of Exit Door	\$219.00
	Powdercoated Vertical Stanchions Only	\$0.00
	Vinyl Grab Straps (each)	\$20.00
	SSTL Spring Loaded Grab Handle (each)	\$126.00
WINDOWS		
BASE	Arow Global Standard Frame - Full Fixed	BASE
	Arow Global Standard Frame - Full Slider	\$1,807.00
	Arow Global Standard Frame - Transom	\$1,785.00
	Arow Global Hidden Frame/Bonded - Full Fixed	\$4,165.00
	Arow Global Hidden Frame/Bonded - Transom	\$5,838.00
	Dura Standard Frame - Full Fixed	\$1,340.00
	Dura Standard Frame - Full Slider	\$3,353.00
	Dura Standard Frame - Transom	\$3,179.00
	Dura Hidden Frame/Bonded - Full Fixed	\$2,567.00
	Dura Hidden Frame/Bonded - Transom	\$3,397.00
HEADLAMPS		
BASE	Dual (4) Halogen Headlights	BASE
	(2) Dialite LED Headlights (Low Beam Only)	\$554.00
	(4) Dialite LED Headlights (High & Low Beam)	\$1,123.00
	Dinex STAR LED Headlight System (Low Beam Only)	\$728.00

Alternative prices are subject to appropriate PPI increases per contract.
Confidential and Proprietary Information

	AUXILIARY EXTERIOR LAMPS	
BASE	(4) 4" Round LED Tail Lights	BASE
BASE	(2) 4" Round Red LED Brake Lamps Mounted to Bottom of HVAC Door	BASE
	7" Round LED Tail Lights IPO 4"	\$0.00
	(1) Red LED "STOP" Sign Mounted to Bottom of HVAC Door	\$244.00
	(2) 4" Round Amber LED Turn Lamps Mounted to Top of HVAC Door	\$103.00
	(1) Triangle Style Amber LED Yield Sign Mounted on Streetside of HVAC Door	\$614.00
	(2) Additional Turn Signals Mounted On Each Side Of Bus (Total 4 Per Side)	\$118.00
	PLEASURE RADIO	
BASE	None	BASE
	REI AM/FM/CD/MP3-USB/SD PLAYER,	\$388.00
	COMMUNICATION RADIO SYSTEM	
BASE	NONE	BASE
BASE	Gillig Provide Power Circuit and Antenna Cable Only	BASE
	Customer Specific 2-Way Radio System	Quote to Spec
BASE	(1) Driver's Speaker	BASE
	PUBLIC ANNOUNCEMENT SYSTEM	
BASE	REI Model 750040 PA System	BASE
	Clever Devices Speak Easy II	\$1,165.00
	INTELLIGENT VEHICLE SYSTEM (On-Board Hardware Only)	
BASE	NONE	BASE
	Customer Specified ITS System	Quote to Spec
	Add Event Data Recorders (EDR)	Quote to Spec
	DESTINATION SIGNS	
BASE	Hanover 100% Amber LED Front & Curbside Signs	BASE
	Add Hanover Amber LED Dash Sign	\$731.00
	Add Hanover Amber LED Rear Sign	\$901.00
	Luminator Gen 4 SMT 100% Amber LED Front & Curbside Signs	\$534.00
	Add Luminator Gen 4 SMT 100% Amber LED Dash Sign	\$607.00
	Add Luminator Gen 4 SMT 100% Amber LED Rear Sign	\$767.00
	Twin Vision SS3 100% Amber LED Front & Curbside Signs	\$534.00
	Add Twin Vision SS3 100% Amber LED Dash Sign	\$607.00
	Add Twin Vision SS3 100% Amber LED Rear Sign	\$767.00
BASE	Heated/Defroster for Front Sign Glazing	BASE
	Delete Heated/Defroster for Front Sign Glazing	(\$128.00)
	FARE COLLECTION	
BASE	No Farebox, Gillig provided Power Circuit & Grounding Strap	BASE
	Farebox Guard	\$191.00
	GFI 41" High Odyssey	Quote to Spec
	GFI Cents-A-Bill with TRIM Unit	Quote to Spec
	Diamond Model RV with Spare Vault	\$2,658.00
	Diamond Model H with Spare Vault	\$1,317.00
	Diamond Model SV with Spare Vault	\$1,637.00
	Denominator Manual Passenger Counter (Rows X Tallies X S32)	
	Globe 60090 Transfer Cutter (each)	\$84.00
BASE	LED Fare Box Lamp, Ceiling Mounted	BASE
	Delete LED Fare Box Lamp, Ceiling Mounted	(\$71.00)

Alternative prices are subject to appropriate PPI increases per contract.
Confidential and Proprietary Information

	FLOORING	
BASE	Green Wood Plywood with RCA Rubber Flooring	BASE
	Altro Transflor	\$498.00
	Full Composite Flooring	\$2,556.00
	ROOF HATCHES	
BASE	Rear Transpec Manual Open/Close Hatch	BASE
	Add Second Transpec Manual Hatch at Forward Position	\$324.00
	Electric Roof Hatch w/ Driver Control (per position)	\$505.00
	Upgrade Hatch to Transparent Skylight Hatch (per position, manual hatch only)	\$106.00
	EXTERIOR MIRRORS	
BASE	B&R 10"x11", 1 Piece Flat Faced, Manual Streetside/Remote Curbside, Non-Heated	BASE
	Turn Signal Indicator On Outboard Edge Of Mirror Head (if available) Per Side	\$103.00
	ELECTRICAL / MULTIPLEXING	
BASE	I/O Controls, Dinex G3 System	BASE
	DRIVERS SUN SHADES	
BASE	Roller Style with Pull Cord Release	BASE
	FIRE SUPPRESSION & METHANE DETECTION	
BASE	Amerex V25 System Fire Suppression System (Diesel, CNG & Hybrid)	BASE
	Amerex Safety Net Fire Suppression & Methane Detection System (CNG Only)	\$2,031.00
	Fogmaker Fire Suppression System	\$368.00
	Delete Amerex V25 System Fire Suppression System (Diesel Only)	(\$1,840.00)
	SURVEILLANCE CAMERA SYSTEMS	
	REI HD8000, (6) Color Cameras, DVR & Audio	Quote to Spec
	Safety Vision SVR 4108, (6) Color Cameras, DVR & Audio	Quote to Spec
	UTC Penta, Color Cameras, DVR & Audio	Quote to Spec
	Seon Explorer TX8, Color Cameras, DVR & Audio	Quote to Spec
	Apollo Road Runner, Color Cameras, DVR & Audio	Quote to Spec
	BICYCLE RACKS	
BASE	Not Required	BASE
	Sportworks DL2, Two Bikes, Stainless Steel	\$1,378.00
	Sportworks DL2, Two Bikes, Black Powdercoated	\$1,042.00
	Byk-Rak, Two Bikes, Stainless Steel	\$1,230.00
	Bike Rack Deployed Indicator Lamp on Driver's Dash	\$30.00
	Mounting Brackets and Pivot Plate Only	\$259.00
	Bike Rack Mounted Advertising Frame, 21" X 40"	\$280.00
	SAFETY EQUIPMENT	
BASE	Fire Extinguisher and Safety Triangle Kit	BASE
	Twenty Four Unit First Aid Kit	BASE
	Blood Born Pathogen Kit	BASE
	Wheel Chocks (Per Set)	\$36.00

Alternative prices are subject to appropriate PPI increases per contract.
Confidential and Proprietary Information

	DRIVER'S DASH	
BASE	Air Pressure & Speedometer	BASE
BASE	Diesel Exhaust Fluid (Required for Diesel and Hybrid)	BASE
	Hill Holder Toggle Switch	\$103.00
	Additional Gauges (each)	\$51.00
	Diesel Fuel Gauge	\$175.00
	I/O Multi Function Display (MPD)	\$3,331.00
	12v Power Port	\$113.00
	Big Gulp Cup Holder	\$36.00
	Euramatic Folding Style Cup Holder	\$25.00
	Trash Bag Holder	\$76.00
	ACCELERATOR / BRAKE FOOT CONTROLS	
BASE	Williams Controls 41 Degree Throttle / Brake Pedal (Non Adjustable)	BASE
	Kongsberg Adjustable Throttle / Brake Pedal	\$1,155.00
	PAINT/DECALS	
BASE	(1) Color	BASE
	Add Each Paint Pass	\$962.00
	Add Clear Coat	\$869.00
	Custom Paint and/or Decal Design	Quote to Spec
	Gilling Provide Design Services for Paint/Decal Layout	\$511.00
	BUS NUMBERS	
BASE	(4) 4" Black 3M Exterior Numbers	BASE
BASE	(2) 4" Black 3M Interior Numbers	BASE
	Roof Numbers (Up to Four 24" High Decals)	\$128.00
	EXTENDED WARRANTIES	
	L9 Extended Engine Coverage (3 Years/300,000 Miles)	\$5,900.00
	L9N Extended Engine Coverage (3 Years/300,000 Miles)	\$8,080.00
	B6.7 Extended Engine Coverage (3 Years/300,000 Miles)	\$4,997.00
	Allison B400R Extended Transmission Coverage (3 Years/UNL Miles)	\$2,850.00
	Voith Extended Transmission Coverage (3 Years/300,000 Miles)	\$2,198.00
	ZF Extended Transmission Coverage (3 Years/300,000 Miles)	\$2,813.00
	Allison Hybrid ETC Coverage (3 Years/300,000 Miles)	\$20,133.00
	BAE HybridDrive Extended Coverage (3 Years/300,000 Miles)	\$15,335.00
	Standard Structure & Corrosion Warranty (7 Years/350,000 Miles)	(\$256.00)

Alternative prices are subject to appropriate PPI increases per contract.
Confidential and Proprietary Information

required by the manufacturer.

Products judged by the Authorized User to be unacceptable may be rejected. All costs associated with rejection are the responsibility of the Contractor. Over-shipments will be accepted at the Authorized User's discretion. The Contractor shall be responsible for the disposition of all defective, damaged or rejected over-shipped products. Return authorization shall be provided by the Contractor within 14 calendar days of verbal notification.

III. REPORTING REQUIREMENTS

Reports are due semiannually for periods ending June 30 and December 31—for all delivered and invoiced Products and Services.

During the term of the Contract, or any renewal thereof, the Contractor agrees that the following reports shall be submitted to the Contract Officer. Failure to comply with reporting and payment requirements of this section may result in payment(s) being withheld until compliance with the plan is received and confirmed. The Authorized User or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

Reports include, but are not limited to, the following:

A. VENDOR USAGE SEMIANNUALSALES REPORT

On a semiannual basis, the Contractor shall provide the Contract Officer with reports of the total dollar volume of purchases by each Contract User. Reports shall be due no later than the 15th day of the month following the reported period (June 30th and December 31st). If the 15th of the month falls on a weekend or holiday, the report shall be due the next business day. All semiannual reports, in an unlocked spreadsheet format, shall be delivered electronically to the Contract Manager.

Failure to submit information in the required format and time may result in cancellation of the awarded contract. (ref. Attachment B: VENDOR USAGE - SEMIANNUAL SALES REPORT).

- B. On a semiannual basis, Contractor and Commonwealth will have a brief discussion regarding contract compliance, sales and any customer service issues. Discussion may include FTA changes, new products, technology and innovation forthcoming. Contractor shall provide as requested by the Commonwealth.

IV. INVOICING AND PAYMENT

A. Invoices

As applicable, all invoices shall be rendered promptly to any Authorized User after all Products and/or Services covered by the invoice have been provided. The Contractor shall invoice for Buses when they are shipped from the Gillig manufacturing plant; all other Products and Services shall be invoiced monthly in arrears. No invoice may include any cost other than those identified in the Contract or individual order referencing this Contract. Invoices shall provide at a minimum:

1. Name of Authorized User (the ordering entity)
2. Authorized User point of contact name
3. Description of the Products and/or Services provided
4. Invoice number
5. Invoice date
6. Monthly charges
7. Contract Number
8. Purchase Order Number

Contractor shall render invoices for any Authorized User in accordance with the instructions contained in the

Gillig Buses
E194-75548 MA2274
(Page 20 of 23)

order.

B. Methods of Payment

- i. Payment will be made in thirty (30) days or (45) days (as appropriate) after receipt of Products and/or Services or a valid invoice, whichever is later. Contractor shall submit a valid invoice to the invoice address designated in any order issued by an Authorized User in accordance with the invoice mailing instructions therein.
- ii. For valid invoices in the amount of \$5,000 or less, or any then-current charge card small dollar usage threshold, Contractor shall accept payment using the Commonwealth of Virginia's Small Purchase Charge Card (SPCC), if the SPCC card is offered for payment (applies to maintenance, repair or services equipment under \$5,000).
- iii. Payment may be made by any other duly authorized official payment method as mutually agreed upon between any Authorized User and the Contractor for maintenance, repair or services equipment under \$5,000.

C. Credit (Equipment)

Contractor shall accept and provide full credit for equipment based on the manufacturer's decision regarding such return and credit. Contractor shall act as an advocate in all instances.

V. DGS POINTS OF CONTACT

Contract Administration/Compliance

Dennis M. Donahue, Contract Officer
1111 East Broad Street
Richmond, VA 23218
Tel.: 804-786-5410
Fax: 804-786-5413
Email: dennis.donahue@dgs.virginia.gov

eVA Customer Care

Hours: 8:00 AM – 4:45 PM (Eastern) M-F
Toll Free: 866-289-7367
Outside US: 804-371-2525
Email: eVACustomerCare@DGS.Virginia.gov

VI. CONTRACTOR POINTS OF CONTACT

Primary Contact/ Invoice Questions

James Ryan, Sales
Gillig, LLC
451 Discovery Drive
Livermore, CA 94551
Tel.: 510-325-6958
Fax: 510-785-6819
Email: jim.ryan@gillig.com

VII. FTA / APTA REQUIREMENTS

For Buses delivered to Authorized Users under this Contract, Contractor shall be in compliance with the following, or any then-current, requirements established by the Federal Transit Administration (FTA) and the American Public Transportation Association (APTA), and as published on the FTA's and APTA's current website, or any-then current website existing during the term of this Contract. Examples of current requirements* are noted below.

(*Source: APTA Standard Bus Procurement Guidelines RFP, Section 5: Federal Requirements, Published May 2013.

Website: <http://www.apta.com/resources/reportsandpublications/Pages/BusParatransit.aspx>)

- R 1. Access to Records
 - FR 1.1 Local Governments
 - FR 1.2 State Governments
- FR 2 Federal Funding, Incorporation of FTA Terms and Federal Changes
- FR 3 Federal Energy Conservation Requirements
- FR 4 Civil Rights Requirements
- FR 5 No Government Obligation to Third Parties
- FR 6 Program Fraud and False or Fraudulent Statements or Related Acts
- FR 7 Suspensions and Debarment
- FR 8 Disadvantaged Business Enterprise (DBE)
- FR 9 Clean Water Requirements
- FR 10 Clean Air Requirements
- FR 11 Compliance with Federal Lobbying Policy
- FR 12 Buy America (FTA issued On September 1, 2016, policy guidance on phased increase in domestic content for manufacturers)
- FR 13 Testing of New Bus Models
- FR 14 Pre-Award and Post-Delivery Audits
- FR 15 Cargo Preference
- FR 16 Fly America
- FR 17 Contract Work Hours and Safety Standards Act

ATTACHMENT B

VENDOR USAGE - SEMIANNUAL SALES REPORT

TO
CONTRACT E194- E194-75548 MA2274
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GILLIG, LLC

(Sample Sheet)

Contract Number	
Vendor Name	
Report Preparer Name	
Contact E-mail	
Contact Phone	
Report Start Date	
Report End Date	

Instructions:

1. Enter the contract#, your company name, contact info, and the dates covered by this report above.
2. Fill in all the cells for each line-item purchased. Follow the example shown below.
3. Please ensure correct spelling of the Agency/Institution/Public Body and Division/Department

Total Sales for Reporting Period: \$0.00

Line #	Order Date	Purchase Order Number	Agency/Institution/Public Body	Contract Item # and Description	Quantity	Unit Price	Actual Price Extended with Options
1	6/1/2017	EP756651	Department of General Services	Low Floor Transit Bus, 30ft	1	\$335,000	\$350,000

GILLIG – 30FT Diesel

PRICING SCHEDULE

Vendor Name: GILLIG LLC
 Manufacturer: GILLIG LLC
 Model: LOW FLOOR BUS
 Length /Size: 30'

PART 1, BASE BUS, STANDARD FEATURES		2018, or current model year.	
A) Model Year	2018		
B) Engine (i.e. diesel) / HP	L9/280HP		
C) Transmission	D864.6		
D) Seating Capacity	23		
E) Doors	FRONT & REAR		
F) Wheelchair Locations	(2) STREETSIDE		
G) Weight	30,000 LB GVWR		
H) Alternate Fuel Options	DIESEL, CNG, HYBRID (SEE ATTACHED PRICING)		
I) Brakes	DRUM		

PART 2, BASE BUS PRICE	Purchase Qty ---- >	1 to 5	6 to 10	11 to 15	16 +
Base Price / Per Bus	\$377,517.00	\$377,517.00	\$377,517.00	\$377,517.00	\$377,517.00
Less discount for volume level	N/A	N/A	N/A	N/A	N/A
Net Price	\$377,517.00	\$377,517.00	\$377,517.00	\$377,517.00	\$377,517.00
(discount %)	N/A	N/A	N/A	N/A	N/A

PART 3, Additional Options, Upgrades (list Top 15 most requested Options)				
Description	Order Code	Price	Discount %	Net Price
SEE BASE EQUIPMENT & ALTERNATIVES PRICE SHEET				
Percent discount on all other options not listed above =	NA %			

GILLIG – 35 FT Diesel

PRICING SCHEDULE

Vendor Name: GILLIG LLC
 Manufacturer: GILLIG LLC
 Model: LOWFLOOR BUS
 Length /Size: 35'

PART 1, BASE BUS, STANDARD FEATURES		New 2018, or current model year.	
A) Model Year		2018	
B) Engine (i.e. diesel) / HP		L9/280HP	
C) Transmission		D864.6	
D) Seating Capacity		31	
E) Doors		FRONT & REAR	
F) Wheelchair Locations		(1) STREETSIDE & (1) CURBSIDE	
G) Weight		39,600 LB GVWR	
H) Alternate Fuel Options		DIESEL, CNG, HYBRID (SEE ATTACHED PRICING)	
I) Brakes		DRUM	

PART 2, BASE BUS PRICE	Purchase Qty ---->	1 to 5	6 to 10	11 to 15	16 +
Base Price / Per Bus	\$383,574.00	\$383,574.00	\$383,574.00	\$383,574.00	\$383,574.00
Less discount for volume level	N/A	N/A	N/A	N/A	N/A
Net Price	\$383,574.00	\$383,574.00	\$383,574.00	\$383,574.00	\$383,574.00
(discount %)	N/A	N/A	N/A	N/A	N/A

PART 3, Additional Options, Upgrades (list Top 15 most requested Options)				
Description	Order Code	Price	Discount %	Net Price
SEE BASE EQUIPMENT & ALTERNATIVES PRICE SHEET				
Percent discount on all other options not listed above =	NA %			

GILLIG – 40 FT Diesel

PRICING SCHEDULE

Vendor Name: GILLIG LLC
 Manufacturer: GILLIG LLC
 Model: LOW FLOOR BUS
 Length /Size: 40'

PART 1, BASE BUS, STANDARD FEATURES		New 2018, or current model year.	
A) Model Year		2018	
B) Engine (i.e. diesel) / HP		L9/280HP	
C) Transmission		D864.6	
D) Seating Capacity		38	
E) Doors		FRONT & REAR	
F) Wheelchair Locations		(1) STREETSIDE & (1) CURBSIDE	
G) Weight		39,600 LB GVWR	
H) Alternate Fuel Options		DIESEL, CNG, HYBRID (SEE ATTACHED PRICING)	
I) Brakes		DRUM	

PART 2, BASE BUS PRICE		Purchase Qty ---- >	1 to 5	6 to 10	11 to 15	16 +
Base Price / Per Bus		\$387,867.00	\$387,867.00	\$387,867.00	\$387,867.00	\$387,867.00
Less discount for volume level		N/A	N/A	N/A	N/A	N/A
Net Price		\$387,867.00	\$387,867.00	\$387,867.00	\$387,867.00	\$387,867.00
(discount %)		N/A	N/A	N/A	N/A	N/A

PART 3, Additional Options, Upgrades (list Top 15 most requested Options)				
Description	Order Code	Price	Discount %	Net Price
SEE BASE EQUIPMENT & ALTERNATIVES PRICE SHEET				
Percent discount on all other options not listed above =	NA %			

GILLIG – 35 FT Electric

PRICING SCHEDULE

Vendor Name: GILLIG LLC
 Manufacturer: GILLIG LLC
 Model: LOWFLOOR BUS
 Length /Size: 35'

PART 1, BASE BUS, STANDARD FEATURES		New 2018, or current model year.	
A) Model Year		2018	
B) Engine (i.e. diesel) / HP		ELECTRIC	
C) Transmission		N/A	
D) Seating Capacity		31	
E) Doors		FRONT & REAR	
F) Wheelchair Locations		(1) STREETSIDE & (1) CURBSIDE	
G) Weight		44760 LB GVWR	
H) Alternate Fuel Options			
I) Brakes		DISC	

PART 2, BASE BUS PRICE	Purchase Qty ---->	1 to 5	6 to 10	11 to 15	16 +
Base Price / Per Bus	\$791,289.00	\$791,289.00	\$791,289.00	\$791,289.00	\$791,289.00
Less discount for volume level	N/A	N/A	N/A	N/A	N/A
Net Price	\$791,289.00	\$791,289.00	\$791,289.00	\$791,289.00	\$791,289.00
(discount %)	N/A	N/A	N/A	N/A	N/A

PART 3, Additional Options, Upgrades (list Top 15 most requested Options)				
Description	Order Code	Price	Discount %	Net Price
SEE BASE EQUIPMENT & ALTERNATIVES PRICE SHEET				
Percent discount on all other options not listed above =	NA_%			

DELIVERY SCHEDULE TO BE DISCUSSED AT TIME OF ORDER PLACEMENT AND QUANTITY DETERMINATION.

GILLIG – 40 FT Electric

PRICING SCHEDULE

Vendor Name: GILLIG LLC
 Manufacturer: GILLIG LLC
 Model: LOW FLOOR BUS
 Length /Size: 40'

PART 1, BASE BUS, STANDARD FEATURES		New 2018, or current model year.	
A) Model Year		2018	
B) Engine (i.e. diesel) / HP		ELECTRIC	
C) Transmission		N/A	
D) Seating Capacity		38	
E) Doors		FRONT & REAR	
F) Wheelchair Locations		(1) STREETSIDE & (1) CURBSIDE	
G) Weight		44760 LB GVWR	
H) Alternate Fuel Options			
I) Brakes		DISC	

PART 2, BASE BUS PRICE		Purchase Qty ---->			
		1 to 5	6 to 10	11 to 15	16 +
Base Price / Per Bus	\$795,489.00	\$795,489.00	\$795,489.00	\$795,489.00	\$795,489.00
Less discount for volume level	N/A	N/A	N/A	N/A	N/A
Net Price	\$795,489.00	\$795,489.00	\$795,489.00	\$795,489.00	\$795,489.00
(discount %)	N/A	N/A	N/A	N/A	N/A

PART 3, Additional Options, Upgrades (list Top 15 most requested Options)				
Description	Order Code	Price	Discount %	Net Price
SEE BASE EQUIPMENT & ALTERNATIVES PRICE SHEET				
Percent discount on all other options not listed above =	NA %			

DELIVERY SCHEDULE TO BE DISCUSSED AT TIME OF ORDER PLACEMENT AND QUANTITY DETERMINATION.

Trolley Price Sheet

TROLLEY PACKAGE OPTIONS (Additional Cost Over Base Bus Price)			
DELIVERY: Delivery is to be quoted at time of order placement for all Trolley Package Options due to the order size and make up.			
	30'	35'	40'
Base Package (Diesel)	\$62,864.00	\$70,646.00	\$78,778.00
Roof Cupola Assembly	INCLUDED	INCLUDED	INCLUDED
Solid Brass SF Cable Car Bell	INCLUDED	INCLUDED	INCLUDED
Exterior Wood Like Trim Installed On: Cupola, Front & Rear Overhang Eaves, Arches, Window Mullions, Window Sills, Rub Rails, Skirt Panels, Front & Rear Door, Front & Rear Bumper. Reference Layout.	INCLUDED	INCLUDED	INCLUDED
Interior Trim Includes Solid American White Oak Trim on: Ceiling Panel Strips, Window Tops & Sills, Overhead Passenger Light Panels, Driver's Dash Area.	INCLUDED	INCLUDED	INCLUDED
Vintage Style Vinyl Graphics: Cupola Window & Exterior Window Graphic Motifs, Standard Gold Vinyl Pinstriping, Exterior Graphics Banner Package, Interior Graphics Banner at Rear I/O Enclosure, Exterior Bus Numbers, Gold Battery Disconnect Decal. Reference Layout	INCLUDED	INCLUDED	INCLUDED
Cow Catcher	\$3,103.00	\$3,103.00	\$3,103.00
Roof Accent LED Rope Lighting	\$3,103.00	\$3,219.00	\$3,334.00
Front Center Trolley Light	\$607.00	\$607.00	\$607.00
Exterior Roof Mounted Sign Boards (CS & RS)	\$3,705.00	\$3,705.00	\$3,705.00
Front Roof Hatch Accomodations	\$812.00	\$812.00	\$812.00
Allison H40EP Compatible Cupola Package	\$8,165.00	\$8,165.00	\$8,165.00
WOODEN TROLLEY PASSENGER SEAT OPTIONS			
	Base 30' (26) Passengers	Base 35' (31) Passengers	Base 40' (38) Passengers
Vintage Style Trolley Seating: Solid American White Oak Milled Wood Slats, Bull Nose Top & Bottom Roundover Edges.	\$15,147.00	\$13,440.00	\$13,503.00
Interior Vinyl Seat Cushions	\$3,449.00	\$3,967.00	\$4,461.00

Low Floor Transit Buses

SEE BASE EQUIPMENT & ALTERNATIVES PRICE SHEET

[illegible]

Percent discount on all other options not listed above = _____ %

<u>PROPULSION</u>		
BASE	Cummins '17 ISL 280HP Diesel Engine with Voith D864.6 Transmission	BASE
	Philips Tempro Block Heater	\$124.00
<u>CNG SYSTEM</u>		Additional Cost Over Base Diesel Bus Price
	Cummins L9N 280 HP, with (4) 85" & (4) 120" Type III Fuel Tanks (21,664 SCF)	\$55,118.00
	Cummins L9N 280 HP, with (8) 85" Type III Fuel Tanks (17,608 SCF/est.450mi)	\$51,320.00
	Cummins L9N 280 HP, with (8) 120" Type III Fuel Tanks (25,664 SCF/est.705mi) 35'/40' only	\$59,752.00
	Add Second Fast Fuel Fill to Low Mount Position	\$832.00
BASE	Manual Fuel Tank Shut-Off Valves	BASE
<u>ELECTRIC HYBRID DRIVE SYSTEM</u>		Additional Cost Over Base Diesel Bus Price
	Allison H40EP Parallel Electric Drive System with Vanner HBA	\$232,605.00
	BAE Series HybriDrive System APS1 (NA for 30')	\$200,945.00
	BAE Series HybriDrive System APS2 (NA for 30')	\$211,167.00
	Electric Hydraulic Pump	Quote
	Electric Air Compressor	Quote
	CERTPLUS Allison H40EP	Quote
<u>STYLING PACKAGES (base bus does not include bonded windows)</u>		
BASE	Standard Low Floor Front Cap, Rear Cap and Engine Door Styling	BASE
	BRT Front Cap Styling Only	\$10,008.00
	BRT Front Cap, Rear Cap and Engine Door Styling	\$13,546.00
	BRT PLUS Front Cap, Rear Cap, Roof Line and Engine Door Styling	\$19,372.00
	BRT Roof Fairings, Front or Rear (each)	\$1,278.00
<u>OIL SYSTEM</u>		
BASE	Cummins Supplied Fleetguard	BASE
	Spinner II Auxiliary Filter	\$952.00
	Titan Probalizer OD-1014 Extraction Port (per fitting)	\$45.00
	Femco Auto Drain	\$70.00
<u>COOLING SYSTEM</u>		
BASE	Modine E-Cool Electric Cooling System without E-Coat	BASE
	EMP Electric Cooling System without E-Coat	\$2,229.00
	Add E-Coat to Diesel or CNG	\$852.00
	Add E-Coat to Hybrid	\$1,399.00
	Radiator Tank Guard	\$262.00
	Radiator Tank Guard, with Splash Shield	\$392.00
<u>ALTERNATOR</u>		
BASE	Niehoff C803 (500 Amp for Electric Radiator)	BASE
	EMP (450 Amp for EMP Electric Radiator)	\$0.00
	Delco 50-DN+ (450 Amp for Electric Radiator)	N/A
<u>TRANSMISSION</u>		
BASE	Voith D864.6	BASE
	Allison B400R, GEN IV	\$3,697.00
	Allison B3400R, xFE	\$4,522.00
	Allison Fuel Sense Software	Quote
	ZF 6AP1400 ECOLIFE	\$1,607.00
	Femco Auto Drain	\$70.00
	KP Push Button	\$60.00
	Transmission Temperature Gauge (Dash or Rear Run Box)	\$51.00
	Keyed Transmission Lockout Switch on Dash	\$359.00

Alternative prices are subject to appropriate PPI increases per contract.
Confidential and Proprietary Information

<u>AXLE HUBS & SEALS</u>		
BASE	Hub Piloted Wheels	BASE
BASE	Axles with Grease Seals (per axle)	BASE
	Axles with Chicago Rawhide Oil Seals	\$0.00
	Synthetic 75W90 Gear Oil for Rear Axle	\$191.00
<u>HUBODOMETER</u>		
	Data Trac Pro 600-9999	\$86.00
	Engler (Stemco) Mechanical without Tenths and without Guard	\$80.00
	Veeder Root Mechanical without Tenths and without Guard	\$73.00
	S & A Fleetwatch 392 Electronic	\$446.00
	Hubodometer Guard	\$128.00
<u>BRAKES</u>		
BASE	S-Cam Drum Brakes with Wabco ABS System	BASE
	Automatic Traction Control	\$110.00
	Disc Brakes with Wabco ABS System	\$3,277.00
	MGM E-Stroke Brake Monitoring System for Drum Brakes	Quote
	MGM E-Stroke Brake Monitoring System for Disc Brakes	Quote
<u>WHEELS/TIRES</u>		
BASE	(6) Powder Coated White Steel Wheels	BASE
	(6) Brushed Finish Aluminum Wheels	\$1,658.00
	(6) Full Polished Finish Aluminum Wheels	\$2,130.00
	Bendix Tire Pressure Monitoring System	\$942.00
	(6) Contractor Supplied Tires	Quote
<u>STEERING SYSTEM</u>		
BASE	Douglas Steering Column (Standard Steering Column)	BASE
	TRW Easy Steer, Electric Assisted Steering Column	\$2,550.00
	VIP Textured Steering Wheel	\$74.00
<u>FUEL SYSTEM</u>		
BASE	Emco Wheaton Posi Lock 105 (Flip Cap or Twist Cap)	BASE
	Standard Gravity Fuel Fill	(\$279.00)
	Dual Fill (Curbside and Streetside) with Emco Wheaton Posi Lock 105	\$1,018.00
	Dual Fill (Curbside and Streetside) with Standard Gravity Fill	\$786.00
BASE	Standard 120gal (35' / 40') or 75gal (29' LF) Net Useable Fuel Tank	BASE
	80 gal Net Useable Split Fuel Tanks (29' LF with No Rear Door)	\$1,298.00
	Davco Fuel Pro 384, Heated	\$655.00
	Diesel Fuel Gauge on Dash	\$175.00

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Confidential and Proprietary Information

REAR RUN BOX		
BASE	Electrical Gauges - Engine Oil and Coolant Temp	BASE
	Mechanical Gauges - Murphy Oil Pressure and Coolant Temperature (IPO Electric)	\$61.00 Each
	Delete Gauges	(\$51.00) Each
	Rear Hand Throttle Control	\$147.00
AIR SYSTEM		
BASE	SKF, HCT-2000 Air Dryer	BASE
BASE	Kingston Auto Drain Valve at Ping Tank	BASE
	Cole Hersee #12063 Electrical Tow Connector	\$172.00
	Curbside Rear Kneeling	\$536.00
FRAME		
	Engine Skid Protection w/Extended Tow Eyes	\$132.00
	Engine Skid Protection w/Extended Tow Eyes & 2" Thick x 2" Wide Wear Plate	\$385.00
BATTERIES		
BASE	(4) DEKA Group 31 Top Post Connections	BASE
	(2) DEKA 8D Side Lug or Top Post Connections	(\$227.00)
	(2) AGM Glass Matt 8D Side Lug or Top Post Connections	\$277.00
	(4) AGM Glass Matt Group 31 Top Post Connections	\$923.00
	KBI Super Capacitor With (2) DEKA Group 31 Batteries	\$4,752.00
	(1) Anderson 350 Jump Start Connector Located In Battery Box	\$89.00
	(1) Anderson 350 Jump Start Connector Located In Engine Compartment	\$152.00
WHEELCHAIR LIFT / RAMP		
BASE	Lift-U Ramp (LU-18), Front Door	BASE
	Lift-U Ramp (LU-18), Rear Door (Requires 48" Rear Door Selection) N/A w/29'	\$3,951.00
	Ricon SSR (6:1) Fold Over	\$523.00
	Reinforced A-Post Skid Plates (Per Side)	\$68.00
HEATING / AIR CONDITIONING		
BASE	TK T-14 w/X426 or X430, EBM Brushless Motors	BASE
	TK T-14 w/S391	\$818.00
	TK T-14 w/S616	\$1,779.00
	TK T-14 with Permanent Magnet Motors	(\$2,335.00)
	TK All-Electric HVAC - Diesel, CNG & Allison H40EP Hybrid	\$15,722.00
	TK All-Electric HVAC - Hybrid (BAE APS 2)	\$1,784.00
BASE	TK Pressure and Return Display Mounted to Unit	BASE
	Delete TK Pressure and Return Display Mounted to Unit	(\$292.00)
	MCC RM35 w/O5G, Brushless Motors	(\$3,644.00)
DRIVERS HEATERS & ADDITIONAL PASSENGER HEATERS		
BASE	MCC Drivers Heater - Brushless Motor, Fresh Air Intake, Left Foot Vent, 1/4 Turn Valves	BASE
	MCC Drivers Heater - Brush Motor, Left Foot Vent, 1/4 Turn Valves	(\$395.00)
	Front Stepwell Threshold Heater - MCC with Brushless Motor	\$331.00
	Streetside Underseat Heater - MCC with Brushless Motor	\$358.00
	Streetside Underseat Heater Mtd in Theater Step - MCC with Brushless Motor	\$468.00
	Curbside Rear Stepwell Heater - MCC with Brushless Motor	\$449.00

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Confidential and Proprietary Information

AUXILIARY COOLANT HEATER		
BASE	No Auxiliary Coolant Heater Installed	BASE
	Spheros Model Thermo 230 (80,000 btu) Coolant Heater	\$2,540.00
	Proheat Model X45 (45,000btu) Coolant Heater	\$2,540.00
	Proheat Model M80 (80,000btu) Coolant Heater	\$2,728.00
DRIVER'S AUXILIARY FAN & DASH AREA		
	Add (1) Drivers Fan Mounted to Dash	\$91.00
REAR DOOR		
BASE	34" Rear Door - Air Open / Spring Close (Full Driver's Control)	BASE
	Delete Rear Door	(\$1,329.00)
	48" or 56" Rear Door (Requires Air Open / Air Close Door)	\$2,659.00
	Vapor CLASS Control with Green LED Lamp (34" Door)	\$5,634.00
	Vapor vTouch Electronic Touch Bars with Green LED Lamp (34" Door)	\$745.00
	Vapor Electric Doors (40" front / 34" rear) Electric Open / Electric Close (Full Driver's Control)	\$4,724.00
	Exterior Air Release Front Door Control Valve	\$166.00
ELECTRICAL EQUIPMENT CABINET		
BASE	44" Tall with Key Lock and (2) 5/16" Square Key Locks	BASE
	44" Tall (33") with Key Lock and (2) 5/16" Square Key Locks & 11" Drivers Storage	\$123.00
	Storage Box on Curbside Forward Wheel Well (8.25"H x 20"W x 13"D)	\$481.00
ADVERTISING FRAMES - EXTERIOR		
BASE	Exterior, None	BASE
	Exterior, 21" X 40", Front Clear or Black Anodized, Powder Coated	\$179.00
	Exterior, 30" X 88", Curbside or Streetside	\$290.00
	Exterior, 30" X 144", Clear or Black Anodized, Powder Coated	\$342.00
	Exterior, 21" X 72", Rear	\$231.00
ADVERTISING FRAMES - INTERIOR		
	Interior, Innocom Schedule Racks 3.75" X 7" X 1.5"	\$17.00 Each
	Interior, 22" X 21", Black, RH Load, Open Back	\$169.00
PASSENGER SEATING		
BASE	4ONE Gemini	BASE
BASE	Thermoplastic Grabhandles	BASE
BASE	Fiberglass (Non-Padded) Cosmetic Seat Inserts	BASE
	4ONE Aries	\$4,541.00
	4ONE Angel Seats	\$1,481.00
	4ONE CitiPro	\$1,279.00
	4ONE CitiSeats	(\$318.00)
	AMSECO Metropolitan	\$1,613.00
	AMSECO Insight	\$4,349.00
	Add FTA Docket 90A	Quote

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Confidential and Proprietary Information

<u>DRIVERS SEAT</u>		
BASE	USSC 9100ALX with Headrest and 2-Point Lap Belt	BASE
	Recaro Ergo Metro with Headrest and 2-Point Belt	\$23.00
	Add Seat Cushion Alarm to Recaro Ergo Metro	\$122.00
	Add RH Armrest to Recaro Ergo Metro	\$119.00
	Add 3-Point Black Lap & Shoulder Belt	\$230.00
	Add 3-Point Orange Lap & Shoulder Belt	\$230.00
	Add Adjustable D-Ring	\$250.00
	Add Seat Belt Alarm to USSC 9100ALX	\$45.00
	Add Seat Cushion Alarm to USSC 9100ALX	\$163.00
	Add RH Armrest to USSC 9100ALX	\$50.00
<u>WHEELCHAIR SECUREMENT</u>		
BASE	4ONE J2-VPRO	BASE
BASE	AMSECO - A.R.M. System	BASE
	AMSECO - Dual Autolok	Quote
	Q'Pod Assembly	Quote
<u>PASSENGER SIGNALS</u>		
BASE	Touch Tape on Window Mullions	BASE
	Pull Cords (Neutral or Yellow) with Touch Pad at Wheelchair Location	(\$703.00)
	Stop Request Button at Rear Door Stanchion	\$64.00
	Additional Amber Stop Request Lamp Mounted on Driver's Dash	\$36.00
<u>DRIVER'S BARRIER</u>		
BASE	Wrap Around Fiberglass (35' / 40' Low Floor)	BASE
	Wrap Around Fiberglass with (3) Schedule Rack Cutouts (35' & 40' Only)	\$62.00
BASE	Flat Melamine, One Piece (29' Only)	BASE
<u>STANCHIONS & GRAB RAILS</u>		
BASE	Powdercoated Yellow Door Handles, Vertical Stanchions, Hand Rails & Modesty Panel Tubes	BASE
	SSTL Door Handles, Vertical Stanchions, Hand Rails & Modesty Panel Tubes	\$0.00
	Modesty Panel Forward of Exit Door	\$219.00
	Powdercoated Vertical Stanchions Only	\$0.00
	Vinyl Grab Straps (each)	\$20.00
	SSTL Spring Loaded Grab Handle (each)	\$126.00
<u>WINDOWS</u>		
BASE	Arow Global Standard Frame - Full Fixed	BASE
	Arow Global Standard Frame - Full Slider	\$3,807.00
	Arow Global Standard Frame - Transom	\$1,785.00
	Arow Global Hidden Frame/Bonded - Full Fixed	\$4,165.00
	Arow Global Hidden Frame/Bonded - Transom	\$6,888.00
	Dura Standard Frame - Full Fixed	\$1,340.00
	Dura Standard Frame - Full Slider	\$3,353.00
	Dura Standard Frame - Transom	\$3,179.00
	Dura Hidden Frame/Bonded - Full Fixed	\$2,567.00
	Dura Hidden Frame/Bonded - Transom	\$6,397.00
<u>HEADLAMPS</u>		
BASE	Dual (4) Halogen Headlights	BASE
	(2) Dialite LED Headlights (Low Beam Only)	\$594.00
	(4) Dialite LED Headlights (High & Low Beam)	\$1,123.00
	Dinex STAR LED Headlight System (Low Beam Only)	\$728.00

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Confidential and Proprietary Information

<u>AUXILIARY EXTERIOR LAMPS</u>		
BASE	(4) 4" Round LED Tail Lights	BASE
BASE	(2) 4" Round Red LED Brake Lamps Mounted to Bottom of HVAC Door	BASE
	7" Round LED Tail Lights IPO 4"	\$0.00
	(1) Red LED "STOP" Sign Mounted to Bottom of HVAC Door	\$444.00
	(2) 4" Round Amber LED Turn Lamps Mounted to Top of HVAC Door	\$103.00
	(1) Triangle Style Amber LED Yield Sign Mounted on Streetside of HVAC Door	\$614.00
	(2) Additional Turn Signals Mounted On Each Side Of Bus (Total 4 Per Side)	\$118.00
<u>PLEASURE RADIO</u>		
BASE	None	BASE
	REI AM/FM/CD/MP3-USB/SD PLAYER,	\$388.00
<u>COMMUNICATION RADIO SYSTEM</u>		
BASE	NONE	BASE
BASE	Gillig Provide Power Circuit and Antenna Cable Only	BASE
	Customer Specific 2-Way Radio System	Quote to Spec
BASE	(1) Driver's Speaker	BASE
<u>PUBLIC ANNOUNCEMENT SYSTEM</u>		
BASE	REI Model 750040 PA System	BASE
	Clever Devices Speak Easy II	\$1,165.00
<u>INTELLIGENT VEHICLE SYSTEM</u> (On-Board Hardware Only)		
BASE	NONE	BASE
	Customer Specified ITS System	Quote to Spec
	Add Event Data Recorders (EDR)	Quote to Spec
<u>DESTINATION SIGNS</u>		
BASE	Hanover 100% Amber LED Front & Curbside Signs	BASE
	Add Hanover Amber LED Dash Sign	\$731.00
	Add Hanover Amber LED Rear Sign	\$901.00
	Luminator Gen 4 SMT 100% Amber LED Front & Curbside Signs	\$534.00
	Add Luminator Gen 4 SMT 100% Amber LED Dash Sign	\$607.00
	Add Luminator Gen 4 SMT 100% Amber LED Rear Sign	\$767.00
	Twin Vision SS3 100% Amber LED Front & Curbside Signs	\$534.00
	Add Twin Vision SS3 100% Amber LED Dash Sign	\$607.00
	Add Twin Vision SS3 100% Amber LED Rear Sign	\$767.00
BASE	Heated/Defroster for Front Sign Glazing	BASE
	Delete Heated/Defroster for Front Sign Glazing	(\$128.00)
<u>FARE COLLECTION</u>		
BASE	No Farebox, Gillig provided Power Circuit & Grounding Strap	BASE
	Farebox Guard	\$191.00
	GFI 41" High Odyssey	Quote to Spec
	GFI Cents-A-Bill with TRIM Unit	Quote to Spec
	Diamond Model RV with Spare Vault	\$2,658.00
	Diamond Model H with Spare Vault	\$1,317.00
	Diamond Model SV with Spare Vault	\$1,637.00
	Denominator Manual Passenger Counter (Rows X Tallies X \$32)	
	Globe 60090 Transfer Cutter (each)	\$64.00
BASE	LED Fare Box Lamp, Ceiling Mounted	BASE
	Delete LED Fare Box Lamp, Ceiling Mounted	(\$71.00)

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Confidential and Proprietary Information

	FLOORING	
BASE	Green Wood Plywood with RCA Rubber Flooring	BASE
	Altro Transflor	\$498.00
	Full Composite Flooring	\$2,556.00
	ROOF HATCHES	
BASE	Rear Transpec Manual Open/Close Hatch	BASE
	Add Second Transpec Manual Hatch at Forward Position	\$324.00
	Electric Roof Hatch w/ Driver Control (per position)	\$505.00
	Upgrade Hatch to Transparent Skylight Hatch (per position, manual hatch only)	\$106.00
	EXTERIOR MIRRORS	
BASE	B&R 10"x11", 1 Piece Flat Faced, Manual Streetside/Remote Curbside, Non-Heated	BASE
	Turn Signal Indicator On Outboard Edge Of Mirror Head (if available) Per Side	\$103.00
	ELECTRICAL / MULTIPLEXING	
BASE	I/O Controls, Dinex G3 System	BASE
	DRIVERS SUN SHADES	
BASE	Roller Style with Pull Cord Release	BASE
	FIRE SUPPRESSION & METHANE DETECTION	
BASE	Amerex V25 System Fire Suppression System (Diesel, CNG & Hybnd)	BASE
	Amerex Safety Net Fire Suppression & Methane Detection System (CNG Only)	\$2,031.00
	Fogmaker Fire Suppression System	\$368.00
	Delete Amerex V25 System Fire Suppression System (Diesel Only)	(\$1,840.00)
	SURVEILLANCE CAMERA SYSTEMS	
	REI HD8000, (6) Color Cameras, DVR & Audio	Quote to Spec
	Safety Vision SVR 4108, (6) Color Cameras, DVR & Audio	Quote to Spec
	UTC Penta, Color Cameras, DVR & Audio	Quote to Spec
	Seon Explorer TX8, Color Cameras, DVR & Audio	Quote to Spec
	Apollo Road Runner, Color Cameras, DVR & Audio	Quote to Spec
	BICYCLE RACKS	
BASE	Not Required	BASE
	Sportworks DL2, Two Bikes, Stainless Steel	\$1,378.00
	Sportworks DL2, Two Bikes, Black Powdercoated	\$1,042.00
	Byk-Rak, Two Bikes, Stainless Steel	\$1,230.00
	Bike Rack Deployed Indicator Lamp on Driver's Dash	\$30.00
	Mounting Brackets and Pivot Plate Only	\$259.00
	Bike Rack Mounted Advertising Frame, 21" X 40"	\$280.00
	SAFETY EQUIPMENT	
BASE	Fire Extinguisher and Safety Triangle Kit	BASE
	Twenty Four Unit First Aid Kit	BASE
	Blood Born Pathogen Kit	BASE
	Wheel Chocks (Per Set)	\$36.00

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Confidential and Proprietary Information

	<u>DRIVER'S DASH</u>	
BASE	Air Pressure & Speedometer	BASE
BASE	Diesel Exhaust Fluid (Required for Diesel and Hybrid)	BASE
	Hill Holder Toggle Switch	\$103.00
	Additional Gauges (each)	\$51.00
	Diesel Fuel Gauge	\$175.00
	I/O Multi Function Display (MFD)	\$3,331.00
	12v Power Port	\$113.00
	Big Gulp Cup Holder	\$36.00
	Euramatic Folding Style Cup Holder	\$25.00
	Trash Bag Holder	\$76.00
	<u>ACCELERATOR / BRAKE FOOT CONTROLS</u>	
BASE	Williams Controls 41 Degree Throttle / Brake Pedal (Non Adjustable)	BASE
	Kongsberg Adjustable Throttle / Brake Pedal	\$1,155.00
	<u>PAINT/DECALS</u>	
BASE	(1) Color	BASE
	Add Each Paint Pass	\$962.00
	Add Clear Coat	\$869.00
	Custom Paint and/or Decal Design	Quote to Spec
	Gillig Provide Design Services for Paint/Decal Layout	\$511.00
	<u>BUS NUMBERS</u>	
BASE	(4) 4" Black 3M Exterior Numbers	BASE
BASE	(2) 4" Black 3M Interior Numbers	BASE
	Roof Numbers (Up to Four 24" High Decals)	\$128.00
	<u>EXTENDED WARRANTIES</u>	
	L9 Extended Engine Coverage (3 Years/300,000 Miles)	\$5,900.00
	L9N Extended Engine Coverage (3 Years/300,000 Miles)	\$8,080.00
	B6.7 Extended Engine Coverage (3 Years/300,000 Miles)	\$4,997.00
	Allison B400R Extended Transmission Coverage (3 Years/UNL Miles)	\$2,850.00
	Voith Extended Transmission Coverage (3 Years/300,000 Miles)	\$2,198.00
	ZF Extended Transmission Coverage (3 Years/300,000 Miles)	\$2,813.00
	Allison Hybrid ETC Coverage (3 Years/300,000 Miles)	\$20,133.00
	BAE HybriDrive Extended Coverage (3 Years/300,000 Miles)	\$15,335.00
	Standard Structure & Corrosion Warranty (7 Years/350,000 Miles)	(\$256.00)

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Confidential and Proprietary Information

PRICE VARIANCE
2/11/2019
DECATUR, IL OFF THE STATE OF VIRGINIA CONTRACT
(14) 30' LOW FLOOR BUSES, SN: TBD

ITEM	STATE OF VIRGINIA	DECATUR, IL	VARIANCE
BRT STYLING PACKAGE	NOT INCLUDED	NOT REQUIRED	-
ENGINE	CUMMINS ISL, 280 HP	CUMMINS L9, 280 HP	-
AUXILIARY ENGINE OIL FILTER	NOT INCLUDED	NOT REQUIRED	-
COOLANT FILTER (FOR NON-HYBRIDS)	STD FLEETGUARD	STD FLEETGUARD	-
ENGINE FUEL FILTER	STD FLEETGUARD	DAVCO HEATED	655.00
STARTER	DELCO MT-42	DELCO MT-42	-
AIR RESTRICTION INDICATOR	DONALDSON INFORMER RBX00-2277	DONALDSON INFORMER RBX00-2277	-
ENGINE BLOCK HEATER	NOT INCLUDED	NOT REQUIRED	-
RADIATOR	MODINE E-FAN (ELECTRIC)	MODINE E-FAN (ELECTRIC)	-
E-COAT RAD/CAC, HYD COOLER	NOT INCLUDED	REQUIRED	852.00
RADIATOR TANK GUARD	NOT INCLUDED	NOT REQUIRED	-
ALTERNATOR	NIEHOFF C803 (500 AMP)	NIEHOFF C803 (500 AMP)	-
ENGINE OIL EXTRACTOR PORT	NOT INCLUDED	NOT REQUIRED	-
TRANSMISSION	VOITH D864.6	ALLISON B400R	3,697.00
FUEL SENSE SOFTWARE	NOT INCLUDED	REQUIRED (BUDGETARY)	600.00
TRANS OIL EXTRACTOR PORT	NOT INCLUDED	NOT REQUIRED	-
BRAKES	DRUM, W/S-CAM	DRUM, W/S-CAM	-
AXLE HUB SEALS	GREASE SEALS	C/R OIL SEALS	-
WHEEL MOUNTING	HUB PILOTED	HUB PILOTED	-
HUBODOMETER	NOT INCLUDED	VEEDER ROOT	73.00
AUTO TRACTION CONTROL	NOT INCLUDED	REQUIRED	110.00
WHEELS	(6) POWDER COATED STEEL WHEELS	(7) POWDER COATED STEEL WHEELS	110.00
TIRES	CUSTOMER FURNISHED	CUSTOMER FURNISHED	-
ELECTRIC STEERING ASSIST	NOT INCLUDED	NOT REQUIRED	-
FUEL FILL	EMCO WHEATON. POSI-LOCK FLIP CAP	EMCO WHEATON. POSI-LOCK FLIP CAP	-
FUEL GAUGE	NOT INCLUDED	NOT REQUIRED	-
REAR RUN BOX OIL & TEMP GAUGES	ELECTRICAL	MECHANICAL	122.00
REAR HAND THROTTLE	NOT INCLUDED	NOT REQUIRED	-
ELECTRICAL TOW CONNECTION	NOT INCLUDED	NOT REQUIRED	-
BATTERIES	(4) GROUP 31	(2) 8D DEKA	(227.00)
FRONT BATTERY JUMP START CONN	NOT INCLUDED	NOT REQUIRED	-
REAR BATTERY JUMP START CONN	NOT INCLUDED	REQUIRED	152.00
ENGINE SKID PROTECTION	NOT INCLUDED	NOT REQUIRED	-
A-POST SKID PLATES	NOT INCLUDED	NOT REQUIRED	-
WHEELCHAIR RAMP	LIFT-U, LU-18	LIFT-U, LU-18	-
HVAC MOTORS (TK)	EBM BRUSHLESS	EBM BRUSHLESS	-
HVAC COMPRESSOR (TK)	X426	X426	-
HVAC REFRIGERANT	R134A	R407C	322.00
REFRIGERANT PRESSURE DISPLAY	INCLUDED	NOT REQUIRED	(292.00)

PRICE VARIANCE
2/11/2019
DECATUR, IL OFF THE STATE OF VIRGINIA CONTRACT
(14) 30' LOW FLOOR BUSES, SN: TBD

ITEM	STATE OF VIRGINIA	DECATUR, IL	VARIANCE
FRESH AIR MAKE-UP	NOT INCLUDED	NOT REQUIRED	-
DRIVERS HEATER MOTORS	MCC BRUSHLESS	MCC BRUSHLESS	-
AUXILIARY COOLANT HEATER	NOT INCLUDED	NOT REQUIRED	-
FRONT STEP HEATER	NOT INCLUDED	REQUIRED	331.00
EXIT DOOR HEATER	NOT INCLUDED	NOT REQUIRED	-
UNDERSEAT HEATER	NOT INCLUDED	NOT REQUIRED	-
WARM WELCOME MAT	NOT INCLUDED	NOT REQUIRED	-
DASH MOUNTED DRIVERS FAN	NOT INCLUDED	(2) REQUIRED	182.00
REAR DOOR	34" SWING OPEN	34" SWING OPEN	-
REAR DOOR CONTROLS	FULL DRIVER CONTROL	FULL DRIVER CONTROL	-
EXTERIOR FRONT DOOR VALVE	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR AD CURB-SIDE FRAMES	NOT INCLUDED	NOT REQUIRED	-
INTERIOR AD FRAMES	NOT INCLUDED	NOT REQUIRED	-
SCHEDULE RACKS	NOT INCLUDED	NOT REQUIRED	-
DRIVERS SEAT	USSC 9100ALX	RECARO, W/HEADREST	23.00
PASSENGER SEATS	40NE GEMINI 23 PASSENGER FLOORPLAN	AMSECO INSIGHT PRIME 26 PASSENGER FLOORPLAN	4,229.00
RAISE REAR SEAT PLATFORM	NOT INCLUDED	NOT REQUIRED	-
PASSENGER SIGNALS	TOUCH TAPES	PULL CORDS	(703.00)
REAR DOOR STOP REQUEST	NOT INCLUDED	NOT REQUIRED	-
VERTICAL STANCHIONS	YELLOW POWDER COATED	YELLOW POWDER COATED	-
OVERHEAD NYLON GRAB STRAPS	NOT INCLUDED	NOT REQUIRED	-
PASSENGER WINDOWS	AROW GLOBAL, STD FRAME, FULL FIXED	ARROW GLOBAL, STANDARD FRAME W/TRANSOM	1,785.00
HEADLAMPS	(4) HALOGEN (LOW BEAMS & HIGH BEAMS)	(4) HALOGEN (LOW BEAMS & HIGH BEAMS)	-
BATTERY COMPARTMENT LIGHT	12" LED STRIP LAMP	REQUIRED	-
LED INTERIOR LIGHTS	DINEX I/O	DINEX I/O	-
PLEASURE RADIO & ANTENNA	NOT INCLUDED	NOT REQUIRED	-
PA SYSTEM	REI	REI	-
2-WAY RADIO & ANTENNA	NOT INCLUDED	PRE-WIRE W/ANTENNA	-
ITS SYSTEM	NOT INCLUDED	NOT REQUIRED	-
HEATED DESTINATION SIGN GLASS	NOT INCLUDED	NOT REQUIRED	-
DEST SIGNS (FRONT & CURBSIDE)	HANOVER AMBER LED	HANOVER AMBER LED	-
REAR RUN SIGN	NOT INCLUDED	NOT REQUIRED	-
DASH MTD FRONT RUN SIGN	NOT INCLUDED	NOT REQUIRED	-
FAREBOX	NOT INCLUDED	NOT REQUIRED	-
FAREBOX GUARD	NOT INCLUDED	NOT REQUIRED	-
CEILING MTD FAREBOX LAMP	INCLUDED	NOT REQUIRED	(71.00)
TRANSFER CUTTER	NOT INCLUDED	NOT REQUIRED	-
MANUAL PASSENGER COUNTER	NOT INCLUDED	2X5 DENOMINATOR	320.00
FLOORING MATERIAL	RCA RUBBER	RCA RUBBER	-

PRICE VARIANCE
2/11/2019
DECATUR, IL OFF THE STATE OF VIRGINIA CONTRACT
(14) 30' LOW FLOOR BUSES, SN: TBD

ITEM	STATE OF VIRGINIA	DECATUR, IL	VARIANCE
SSTL KICK PANELS (CS & SS WHEEL WELLS W/ EXTENDED TO FAREBOX PLATFORM)	NOT INCLUDED	NOT REQUIRED	-
ROOF HATCHES	(1) MANUAL OPEN/CLOSE	(1) MANUAL OPEN/CLOSE	-
EXTERIOR MIRRORS	SAFE FLEET, 10X11, 1-PC, W/MANUAL CONTROLS	SAFE FLEET, 10X11, 1-PC, W/MANUAL CONTROLS	-
FIRE SUPPRESSION SYSTEM	AMEREX V-25	NOT REQUIRED	(1,840.00)
TRAFFIC LIGHT PREEMPTION	NOT INCLUDED	NOT REQUIRED	-
VIDEO SURVEILLANCE SYSTEM	NOT INCLUDED	SEON (6) CAMERA SYSTEM W/GPS	4,239.00
BIKE RACK	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK MIRROR	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK DEPLOYED LAMP	NOT INCLUDED	NOT REQUIRED	-
DRIVERS DASH GAUGES	(2)	(5)	153.00
ADJUSTABLE PEDALS	NOT INCLUDED	NOT REQUIRED	-
MEDICAL AID KIT	INCLUDED	NOT REQUIRED	(25.00)
BLOODBORN PATHOGEN KIT	INCLUDED	NOT REQUIRED	(25.00)
CUP HOLDER	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR PAINT	(1) COLOR	(2) COLOR	947.00
EXTERIOR GRAPHICS	BUS #'S ONLY	BUS #'S ONLY	-
ROOF NUMBERS	NOT INCLUDED	DECATUR, IL GRAPHICS	1,043.00
WARRANTY (FULL COACH)	12 MONTHS / 50,000 MILES	12 MONTHS / 50,000 MILES	-
WARRANTY (BODY STRUCTURE)	36 MONTHS / 150,000 MILES	36 MONTHS / 150,000 MILES	-
WARRANTY (STRUCTURAL INTEGRITY DUE TO CORROSION)	144 MONTHS / 500,000 MILES	84 MONTHS / 350,000 MILES	(256.00)
WARRANTY (DIESEL ENGINE)	24 MONTHS / UNL MILES	24 MONTHS / UNL MILES	-
WARRANTY (TRANSMISSION)	24 MONTHS / UNL MILES	24 MONTHS / UNL MILES	-
TRAINING	NOT INCLUDED	NOT REQUIRED	-

TOTAL DECATUR, IL VARIANCES	16,506.00
STATE OF VIRGINIA 30' LOW FLOOR BASE UNIT PRICE (APR '18)	377,517.00
DELIVERY	5,217.50
DECATUR, IL 30' LOW FLOOR BASE UNIT PRICE	399,240.50
SPARE / TOOLING BUDGET	3,992.00
DECATUR, IL 30' LOW FLOOR CURRENT PRICE (2/11/19)	403,232.50

QUOTED OPTION TO BE CONSIDERED

WARRANTY FULL COACH (24 MONTHS/100,000 MILES)	2,000.00
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CONFIDENTIAL

This pricing information is intended only for the personal and confidential use of the recipient(s) to whom it was originally sent. If you are not an intended recipient of this information or an agent responsible for delivering it to an intended recipient, you are hereby notified that you have received this information in error, and that any review, dissemination, distribution, or copying of this message is strictly prohibited.

PARTICIPATING ADDENDUM
FOR
DGS COOPERATIVE CONTRACT # E194-75548
LOW FLOOR TRANSIT BUSES

BETWEEN

GILLIG LLC

HEREINAFTER ("CONTRACTOR")

AND

DECATUR PUBLIC TRANSIT SYSTEM

"PARTICIPATING ENTITY,"

Enter PARTICIPATING ENTITY's PO # _____ to Contractor (as applicable)

1. Non- electric buses to be purchased (list quantities, manufacturer, model # / size, engine type, description below)

FOURTEEN (14) 29' LOW FLOOR DIESEL BUSES

WITH OPTION TO PURCHASE FOUR ADDITIONAL BUSES.

2. Scope

The Participating Entity and Contractor may modify, add, or delete sections of this Participating Addendum as they see fit and documented in writing with the exception of the following:

It is the intent of the Contract to provide for the procurement of goods and services outlined in Attachment A, "Listing of Goods and Services"; "Contract Period"; "Pricing Schedule"; "Discount Structure"; and "Reporting Requirements". The parties acknowledge and agree that this Participating Addendum shall not modify, add to, or delete the named sections of Attachment A without prior authorization from the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply (referred to in this Participating Addendum as the "Commonwealth of Virginia" or "Commonwealth").

This Participating Addendum, hereinafter the "Addendum," covers the Participating Entity's use of the Commonwealth of Virginia's, Low Floor Transit Buses Contract # E194-75548, hereinafter the "Contract," managed by the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply, which is available for use by the Participating Entity, as authorized by that entity's statutes to use a cooperative contract.

As used in this Addendum, "party," "parties," "Party or "Parties" refer only to the Participating Entity and Contractor and do not refer to the Commonwealth of Virginia, Department of General Services or its Division of Purchases and Supply.

3. Changes

(The Participating Entity may insert here any specific changes, additions, contract provisions, or a statement that "No Changes Are Required")

3. At the request of Illinois Department of Transportation (IDOT), to comply with Illinois capital grant procedures, this addendum to DGS Cooperative Contract #E194-75548 includes the following clauses:

RECORD RETENTION

Contractor shall maintain, for a minimum of three (3) years after the completion of the Agreement, all books, records and supporting documents to verify the amounts, receipts, disbursements, names of recipients, and uses of all funds passing in conjunction with the Agreement; the Agreement and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Auditor General, the Department, or the Federal Transit Administration (hereinafter "Auditing Parties"); and the Contractor agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the City of Decatur for the recovery of any funds paid by the City of Decatur under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

PROHIBITED INTEREST OF LOCAL OFFICIALS

No member, or officer, or employee of City of Decatur, Illinois, or local public body with financial interest or control in this contract during their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

4. Participation

To the extent permitted by the laws and rules of the state in which an individual Participating Entity is located, a valid Participating Addendum in the Commonwealth of Virginia's Low Floor Transit Buses Contract # E194-75548 is sufficient authorization to permit participation in the Low Floor Transit Buses Contract # E194-75548 unless such participation by a Participating Entity is specifically denied by any duly authorized official, of the respective state or other legal jurisdiction.

5. Primary Contacts. Primary contacts for this Addendum are as follows (or their named successors):

A. The Commonwealth of Virginia, Department of General Services
Dennis M. Donahue, Contract Officer
1111 East Broad Street
Richmond, VA 23218
Tel.: 804-786-5410
Fax: 804-786-5413
Email: dennis.donahue@dgs.virginia.gov

B. Contractor

JOSEPH POLICARPIO, VICE PRESIDENT
451 DISCOVERY DRIVE
LIVERMORE, CA 94551
TEL.: 800-785-1500
EMAIL: SALES@GILLIG.COM

C. Participating Entity

John Williams
1 Gary K. Anderson Plaza
Decatur, IL 62523
1 Gary K. Anderson Plaza
62526

6. **General:**

All purchase orders issued by the Participating Entity must indicate the Participating Entity, state, or other legal jurisdiction, contract/ purchase order number, and shall reference the Commonwealth of Virginia, Department of General Services, Contract # E194-75548,

A. Contract Order of Precedence for this Addendum:

1. This Addendum
2. DGS Cooperative Contract # E194-75548, Low Floor Transit Buses
3. Commonwealth of Virginia DGS RFP# E194-193
4. Contractor's proposal dated 8/11/16 submitted in response to the RFP

These documents shall be read to be consistent and complementary for purposes of the Participating Entity purchases under this Addendum. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

This Addendum and the Contract, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written,

with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Contract, together with its exhibits, shall not be added to or incorporated into this Addendum or the Contract and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating Entity that has executed this Addendum.

Contractor agrees to release and hold the Commonwealth harmless with respect to any obligations of the Participating Entity regarding this Addendum.

IN WITNESS WHEREOF, Contractor and Participating Entity have executed this Addendum on and as of _____ (date):

Signatures as required by Statutes, Rules or Policies of the entity, state or public body, or other legal jurisdiction governing the Participating Entity

CONTRACTOR

BY: J. Polcarpio
NAME: JOSEPH POLICARPIO
Printed
TITLE: VICE PRESIDENT
DATE: MARCH 14, 2019

PARTICIPATING ENTITY

BY: _____
NAME: _____
Printed
TITLE: _____
DATE: _____

Approved as to legal form:

BY: _____
Participating Entity (Counsel)

NAME: _____
Printed
TITLE: _____
DATE: _____

The Commonwealth of Virginia hereby acknowledges that this Addendum, executed by the Contractor and Participating Entity listed above, is a "Participating Addendum" as that term is used in Section 30 of Contract #E194-75548 with the condition that the content of this Addendum affects only the rights and duties between the Contractor and Participating Entity and has no effect on the rights and duties between the Contractor and the Commonwealth or between the Contractor and Participating Entity.

THE COMMONWEALTH OF VIRGINIA
Department of General Services
Division of Purchases and Supply

Dennis M. Donahue
Contract Officer

DATE: _____

Attach

Economic & Community Development

DATE: 4/1/2019

MEMO: No. 19-21

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Ray Lai, Economic & Community Development Director

SUBJECT:

Ordinance Authorizing Acceptance of Certain Properties of Macon County Trustee for Public Purpose

SUMMARY RECOMMENDATION:

Staff recommends the City Council authorize acceptance of approximately 750 Macon County Trustee lots into the city's land inventory. The proposed ordinance is the final step (pending Macon County Board approval of the sale of those lots prior to closing) needed to comply with previous agreements made between the city and Macon County and the Howard G. Buffett Foundation so these properties can be integrated into the city's community revitalization projects, otherwise sold, or disposed of in a manner that advances the general public welfare of the city. This is a legal requirement for the County to be able to transfer properties owned by Macon County Trustee to the City.

BACKGROUND:

Most of the lots on the attached list are vacant; less than 100 have homes, garages or other structures (or parts of structures). All of the lots have been the subject of unsuccessful efforts by Macon County to sell the derelict real estate and thereby recover back taxes and other liens. Because Macon County has been unable to sell these lots, they have agreed to transfer them to the city for \$75/lot. Even though final transfer of the lots has not yet occurred, the city has been arranging for, and paying for, the mowing of Trustee vacant lots for years. In 2019, the city expects to pay \$175,152 for mowing Trustee lots.

The Howard G. Buffett Foundation has provided a generous donation to the city to help defray the costs of acquiring and clearing these lots, in hopes that this will aid the city in its community revitalization efforts. The Foundation's \$1 million donation has been retained unspent by the city until the transfer of the lots is complete, and the city submits a detailed

budget to the Foundation explaining how the funds will be utilized. These abandoned lots will be added to those already owned by the city of Decatur so that the reuse of vacant tracts can become a component of a re-launched community revitalization program later this year.

PRIOR COUNCIL ACTION:

The City Council acted earlier to begin this transfer process by authorizing the City Manager to negotiate for the purchase of these properties via Resolution No. R2018-80.

POTENTIAL OBJECTIONS: Citizens could object that this transfer will result in city taking ownership of over 1,000 formerly derelict lots (including lots already in the city's inventory), and that the city should not be burdened with the maintenance of these lots. But after several years, no other parties have come forward with alternative plans for their stewardship.

INPUT FROM OTHER SOURCES:

Macon County, Howard G. Buffett Foundation

STAFF REFERENCE: Ray Lai, Economic & Community Development Director, at 217-424-2727 or rlai@decaturil.gov; Tim Dudley, Development & Revitalization Specialist at 217-450-2337 or tdudley@decaturil.gov.

BUDGET/TIME IMPLICATIONS:

Because the city has been mowing the Trustee lots for several years, there will be no increase in operations cost. The \$75/lot fee paid to Macon County and the cost of structure demolitions will all be paid from the Foundation's donation.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING ACCEPTANCE OF CERTAIN PROPERTIES OF
MACON COUNTY TRUSTEE FOR PUBLIC PURPOSE**

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

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

WHEREAS, the County owns various parcels of land pursuant to the tax deed foreclosure process found in 35 ILCS 22/1-1 et. seq. more particularly described in Exhibit A and Exhibit B attached hereto; and,

WHEREAS, the County has attempted to sell these parcels at various public auctions and there remain many parcels that have not been purchased at these public auctions; and,

WHEREAS, the City is a municipality with territory located wholly within the County; and,

WHEREAS, the City desires to improve, revitalize and redevelop its neighborhoods and community and has determined that the properties owned by the County are an important portion of said improvement, revitalization and redevelopment with the goal to return the properties and parcels owned by the County to the tax rolls thus increasing the tax revenues for the City, County and various taxing districts; and,

WHEREAS, the County has previously agreed to transfer under certain conditions the properties set out in Exhibit A to the City and the City has previously agreed to accept the properties under certain conditions.

WHEREAS, the City desires to purchase additional properties acquired by the County pursuant to the tax deed foreclosure process set out in Exhibit B, and the County has indicated its agreement to said purchase.

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

Section 1. That the City declares that it is necessary and convenient for it to use, occupy and/or improve the property owned by the County as more particularly set out in Exhibit A and Exhibit B for the making of public improvements and for the public purpose of improving, revitalizing and redeveloping the City.

Section 2. That the properties shall be transferred upon such terms as previously agreed upon by the parties.

PRESENTED, PASSED, APPROVED AND RECORDED this 1ST day of April, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this _____ day of _____, 2019.

KIM ALTHOFF, CITY CLERK

EXHIBIT A

Parcel #	Township	Property Address
04-12-11-406-005	DECATUR	1137 E. LEAFLAND AVE.
04-12-13-112-007	DECATUR	1653 E. NORTH ST.
04-12-12-304-020	DECATUR	1612 E. MARIETTA ST.
04-12-11-279-017	DECATUR	1344 E. HICKORY ST.
04-12-10-210-021	DECATUR	1721 N. EDWARD ST.
04-12-10-357-028	DECATUR	936 W. GREEN ST.
04-12-10-427-008	DECATUR	1204 N. CHURCH ST.
04-12-02-457-019	DECATUR	944 E. GARFIELD AVE.
04-12-03-479-006	DECATUR	2050 N. UNION ST.
04-12-09-482-003	DECATUR	1281 W. GREEN ST.
04-12-13-227-014	DECATUR	2508 E. NORTH ST.
04-12-09-251-003	DECATUR	1545 N. TAYLOR AVE.
04-12-11-233-033	DECATUR	1412 E. WALNUT ST.
04-12-03-456-009	DECATUR	305 BURTSCHI CT.
04-12-02-402-010	DECATUR	1030 CURTIS AVE.
04-12-10-404-017	DECATUR	1149 N. COLLEGE ST.
04-12-11-155-025	DECATUR	520 E. STUART AVE.
04-12-14-354-024	DECATUR	616 S. JACKSON ST.
04-12-13-163-010	DECATUR	121 S. 19TH ST.
04-12-13-152-011	DECATUR	1616 E. PRAIRIE ST.
04-12-14-279-005	DECATUR	230 N. EAST AVE.
04-12-10-429-005	DECATUR	235 W. LEAFLAND AVE.
04-12-10-354-015	DECATUR	1007 W. GREEN ST.
04-12-11-208-020	DECATUR	1186 E. WALNUT ST.
04-12-12-151-003	DECATUR	1513 E. WALNUT ST.
04-12-15-327-007	DECATUR	731 W. MACON ST.
04-12-10-327-013	DECATUR	811 W. LEAFLAND AVE.
04-12-10-226-011	DECATUR	246 W. PEORIA AVE.
04-12-02-478-006	DECATUR	2116 N. LOWBER ST.
04-12-14-251-009	DECATUR	969 E. WILLIAM ST.
04-12-14-482-010	DECATUR	1315 E. MOORE ST.
04-12-12-151-029	DECATUR	1618 E. HICKORY ST.
04-12-11-430-018	DECATUR	1372 E. CONDIT ST.
04-12-11-431-015	DECATUR	1440 E. CONDIT ST.
04-12-13-354-008	DECATUR	1623 E. MOORE ST.
04-12-12-304-007	DECATUR	1008 N. JORDAN ST.
04-12-23-129-010	DECATUR	757 E. LINCOLN AVE.
04-12-14-253-008	DECATUR	239 N. JASPER ST.
04-12-14-235-013	DECATUR	1314 E. WILLIAM ST.
04-12-10-252-007	DECATUR	1544 N. COLLEGE ST.
04-12-14-328-011	DECATUR	384 S. MARTIN LUTHER KING JR DR. (BROADWAY)
04-12-23-126-024	DECATUR	954, 958 S. MARTIN LUTHER KING JR DR. (BROADWAY)
04-12-10-184-001	DECATUR	661 W. CENTER ST.
04-12-14-380-020	DECATUR	725 S. MAFFIT ST.
04-12-15-327-002	DECATUR	769 W. MACON ST.
04-12-10-379-014	DECATUR	845 N. MERCER ST.

04-12-13-129-010	DECATUR	2030 E. NORTH ST.
04-12-10-133-023	DECATUR	604 W. OLIVE ST.
04-12-14-379-020	DECATUR	763 S. WEBSTER ST.
04-12-13-132-003	DECATUR	2019 E. NORTH ST.
04-12-10-258-009	DECATUR	1324 N. COLLEGE ST.
04-12-10-406-008	DECATUR	1130 N. EDWARD ST.
04-12-10-432-018	DECATUR	1035 N. CHURCH ST.
04-12-11-406-018	DECATUR	1170 E. CONDOT ST.
04-12-10-432-009	DECATUR	1004 N. UNION ST.
04-12-14-328-052	DECATUR	630 E. DECATUR ST.
04-12-13-152-014	DECATUR	1646 E. PRAIRIE ST.
04-12-11-403-002	DECATUR	1113 E. GRAND AVE.
04-12-10-452-006	DECATUR	956 N. COLLEGE ST.
04-12-10-276-012	DECATUR	1504 N. UNION ST.
04-12-14-257-008	DECATUR	965 E. MAIN ST.
04-12-10-211-025	DECATUR	1701 N. UNION ST.
04-12-10-279-006	DECATUR	1384 N. UNION ST.
04-12-10-279-028	DECATUR	1335 N. CHURCH ST.
04-12-10-230-009	DECATUR	1845 N. CHURCH ST.
04-12-13-113-014	DECATUR	1712 E. WILLIAM ST.
04-12-11-151-001	DECATUR	1598 N. WATER ST.
04-12-13-114-018	DECATUR	1850 E. WILLIAM ST.
04-12-15-256-007	DECATUR	130 N. EDWARD ST.
04-12-09-437-005	DECATUR	1038 N. WILDER AVE.
04-12-14-211-011	DECATUR	1067 E. NORTH ST.
04-12-03-276-013	DECATUR	2779 N. CHURCH ST.
04-12-15-352-005	DECATUR	1051 W. SUNSET AVE.
04-12-11-106-003	DECATUR	JOHNSON AVE.
04-12-11-129-001	DECATUR	1734 N. MARTIN LUTHER KING DR. (BROADWAY)
04-12-14-236-006	DECATUR	1441 E. NORTH ST.
04-12-15-352-001	DECATUR	1063 W. SUNSET AVE.
04-12-11-182-012	DECATUR	1312 N. CLINTON ST.
04-12-11-176-009	DECATUR	1556 N. MARTIN LUTHER KING DR. (BROADWAY)
04-12-10-327-019	DECATUR	888 W. PACKARD ST.
04-12-10-454-007	DECATUR	836 N. MONROE ST.
04-12-11-108-028	DECATUR	530 E. DIVISION ST.
04-12-11-282-017	DECATUR	1442 E. HICKORY ST.
04-12-15-351-002	DECATUR	548 S. OAKLAND AVE.
04-12-11-126-024	DECATUR	1921 N. MORGAN ST.
04-12-12-253-007	DECATUR	2281 E. HICKORY ST.
04-12-11-403-013	DECATUR	1120 E. LEAFLAND AVE.
04-12-14-211-001	DECATUR	1003 E. NORTH ST.
04-12-11-283-011	DECATUR	1425 N. WOODFORD ST.
04-12-13-131-010	DECATUR	337 N. 20TH ST.
04-12-02-453-024	DECATUR	968 E. HARRISON AVE.
04-12-02-454-010	DECATUR	1153 E. MUELLER AVE.
04-12-11-176-019	DECATUR	645 E. DIVISION ST.

04-12-14-455-010	DECATUR	1177 E. MOORE ST.
04-12-13-301-005	DECATUR	1613 E. WOOD ST.
04-12-14-254-019	DECATUR	125 N. CALHOUN ST.
04-12-10-379-008	DECATUR	816 N. PINE ST.
04-12-11-156-031	DECATUR	1501 N. MARTIN LUTHER KING DR. (BROADWAY)
04-12-11-176-002	DECATUR	627 E. DIVISION ST.
04-12-14-378-014	DECATUR	843 E. LAWRENCE ST.
04-12-10-403-007	DECATUR	1230 N. EDWARD ST.
04-12-10-379-016	DECATUR	827 N. MERCER ST.
04-12-10-405-003	DECATUR	463 W. LEAFLAND AVE.
04-12-10-358-009	DECATUR	951 W. GREEN ST.
04-12-14-181-011	DECATUR	825 E. PRAIRIE ST.
04-12-10-376-013	DECATUR	833 W. MARIETTA ST.
04-12-11-182-025	DECATUR	804 E. GRAND AVE.
04-12-11-427-012	DECATUR	1322 E. LEAFLAND AVE.
04-12-10-183-011	DECATUR	705 W. WAGGONER ST.
04-12-14-257-014	DECATUR	946 E. WOOD ST.
04-12-23-131-016	DECATUR	875 E. ROGERS AVE.
04-12-10-102-001	DECATUR	19XX GULICK AVE.
04-12-13-158-001	DECATUR	1805 E. PRAIRIE ST.
04-12-11-430-006	DECATUR	1345 E. LEAFLAND AVE.
04-12-13-132-017	DECATUR	350 N. 20TH ST.
04-12-10-356-010	DECATUR	931 W. VIEW ST.
04-12-14-210-013	DECATUR	339 N. CALHOUN ST.
04-12-10-327-015	DECATUR	1153 N. PINE ST.
04-12-10-452-031	DECATUR	475 W. MARIETTA ST.
04-12-10-429-013	DECATUR	250 W. PACKARD ST.
04-12-12-304-018	DECATUR	1604 E. MARIETTA ST.
04-12-02-454-012	DECATUR	1165 E. MUELLER AVE.
04-12-14-252-013	DECATUR	1083 E. WILLIAMS ST.
04-12-14-184-012	DECATUR	REAR 146 S. HILTON ST.
04-12-11-403-016	DECATUR	1142 E. LEAFLAND AVE.
04-12-10-326-035	DECATUR	804 W. LEAFLAND AVE.
04-12-10-332-013	DECATUR	621 W. PACKARD ST.
04-12-11-176-027	DECATUR	1551 N. MORGAN ST.
04-12-10-307-012	DECATUR	PACKARD ST.
04-12-14-252-014	DECATUR	247 N. ILLINOIS ST.
04-12-23-105-013	DECATUR	930 S. JACKSON ST.
04-13-07-101-027	DECATUR	2752 E. DIVISION ST.
04-12-11-180-022	DECATUR	1411 N. MORGAN ST.
04-12-13-163-019	DECATUR	135 S. 19TH ST.
04-12-11-431-013	DECATUR	1420 E. CONDIT ST.
04-12-10-253-012	DECATUR	340 W. CENTER ST.
04-12-10-377-021	DECATUR	KING ST.
04-12-23-207-015	DECATUR	1102 S. MAFFIT ST.
04-12-23-253-010	DECATUR	1288 S. ILLINOIS ST.
04-12-13-384-018	DECATUR	2146 E. MOORE ST.

04-12-10-357-009	DECATUR	953 W. KING ST.
04-12-11-129-017	DECATUR	1655 N. MORGAN ST.
04-12-11-176-030	DECATUR	1533 N. MORGAN ST.
18-08-31-180-017	WHITMORE	MONARCH DR.
04-12-13-176-001	DECATUR	1903 E. WILLIAM ST.
04-12-16-433-031	DECATUR	1124 W. COTTAGE HILL AVE.
18-08-31-182-008	WHITMORE	CONDOR DR.
04-12-13-305-031	DECATUR	1760 E. JOHNS AVE.
04-12-10-430-012	DECATUR	1159 N. MAIN ST.
04-12-10-135-009	DECATUR	715 W. OLIVE ST.
04-12-14-253-005	DECATUR	1135 E. WILLIAM ST.
04-12-23-207-014	DECATUR	1000 S. MAFFIT ST.
04-12-14-251-005	DECATUR	937 E. WILLIAM ST.
04-12-14-308-002	DECATUR	342 E. DECATUR ST.
04-12-11-176-028	DECATUR	1545 N. MORGAN ST.
04-12-14-140-012	DECATUR	854 E. WILLIAM ST.
04-12-11-157-022	DECATUR	436 E. WAGGONER ST.
04-12-14-477-001	DECATUR	622 S. STONE ST.
04-12-11-259-013	DECATUR	1346 N. ILLINOIS ST.
04-12-13-156-004	DECATUR	1629 E. PRAIRIE ST.
04-12-10-355-005	DECATUR	975 W. MARIETTA ST.
04-12-14-280-015	DECATUR	1262 E. MAIN ST.
04-12-14-257-002	DECATUR	913 E. MAIN ST.
04-12-14-178-009	DECATUR	E. WILLIAM ST.
04-12-11-426-003	DECATUR	1235 E. GRAND AVE.
04-12-10-277-008	DECATUR	1548 N. CHURCH ST.
04-12-10-407-005	DECATUR	1048 N. MONROE ST.
04-12-11-176-007	DECATUR	1570 N. MARTIN LUTHER KING JR DR.
04-12-10-406-014	DECATUR	333 W. LEAFLAND AVE.
04-12-23-207-026	DECATUR	1125 S. SILAS ST.
04-12-11-181-027	DECATUR	702 E. GRAND AVE.
04-12-09-436-008	DECATUR	1035 N. WILDER AVE.
04-12-10-251-003	DECATUR	565 W. DIVISION ST.
04-12-10-430-003	DECATUR	145 W. LEAFLAND AVE.
04-12-14-251-001	DECATUR	903 E. WILLIAM ST.
04-12-23-126-018	DECATUR	908 S. MARTIN LUTHER KING JR DR. (BROADWAY)
04-12-10-307-011	DECATUR	929 W. PACKARD ST.
04-12-11-276-013	DECATUR	1520 N. JASPER ST.
04-12-13-379-037	DECATUR	MILLER CT.
04-12-10-406-015	DECATUR	327 W. LEAFLAND AVE.
04-12-10-211-023	DECATUR	1715 N. UNION ST.
04-12-14-376-024	DECATUR	563 S. WEBSTER ST.
04-12-11-233-035	DECATUR	1428 E. WALNUT ST.
04-12-11-177-029	DECATUR	1539 N. CLINTON ST.
04-12-11-104-017	DECATUR	285 E. OLIVE ST.
04-12-11-152-028	DECATUR	E. CENTER ST.
04-12-11-180-006	DECATUR	1422 N. MARTIN LUTHER KING JR DR. (BROADWAY ST.)

04-12-10-210-020	DECATUR	1729 N. EDWARD ST.
04-12-11-431-012	DECATUR	1416 E. CONDIT ST.
04-12-12-278-018	DECATUR	1375 N. 27TH ST.
04-12-10-331-025	DECATUR	718 W. PACKARD ST.
04-12-13-157-007	DECATUR	1763 E. PRAIRIE ST.
04-12-10-230-014	DECATUR	228 W. JOHNSON AVE.
04-12-14-376-012	DECATUR	651 E. DECATUR ST.
04-12-10-327-004	DECATUR	885 W. LEAFLAND AVE.
04-12-11-281-005	DECATUR	1341 E. LOCUST ST.
04-12-10-252-006	DECATUR	1552 N. COLLEGE ST.
04-12-14-237-001	DECATUR	1503 E. NORTH ST.
04-12-10-407-008	DECATUR	1040 N. MONROE ST.
04-12-11-277-004	DECATUR	1227 E. HICKORY ST.
04-12-11-156-018	DECATUR	404 E. CENTER ST.
04-12-10-451-017	DECATUR	961 N. COLLEGE ST.
04-12-23-210-001	DECATUR	1102 S. SILAS ST.
04-12-11-126-021	DECATUR	1945 N. MORGAN ST.
04-12-10-156-018	DECATUR	N. GULICK AVE.
04-12-11-259-019	DECATUR	1136 E. GRAND AVE.
04-12-14-178-010	DECATUR	865 E. WILLIAM ST.
04-12-16-479-023	DECATUR	1232 W. SUNSET AVE.
04-12-10-455-006	DECATUR	852 N. COLLEGE ST.
04-12-14-211-009	DECATUR	1053 E. NORTH ST.
04-12-10-455-007	DECATUR	842 N. COLLEGE ST.
04-12-10-406-001	DECATUR	1170 N. EDWARD ST.
04-12-10-258-025	DECATUR	1318 N. COLLEGE ST.
04-12-10-406-009	DECATUR	1120 N. EDWARD ST.
04-12-12-304-010	DECATUR	N. JORDAN ST.
04-12-15-251-001	DECATUR	569 W. WILLIAM ST.
04-12-15-306-018	DECATUR	807 W. MACON ST.
04-12-14-235-017	DECATUR	1344 E. WILLIAM ST.
04-12-23-255-001	DECATUR	1308 PARKWOOD PL.
04-12-13-331-024	DECATUR	2162 E. DECATUR ST.
04-12-10-407-004	DECATUR	1058 N. MONROE ST.
04-12-14-377-010	DECATUR	745 E. DECATUR ST.
04-12-10-377-004	DECATUR	741 W. MARIETTA ST.
04-12-02-481-014	DECATUR	2008 N. LOWBER ST.
04-12-12-153-013	DECATUR	1629 E. HICKORY ST.
04-12-14-251-007	DECATUR	953 E. WILLIAM ST.
04-12-11-156-024	DECATUR	452 E. CENTER ST.
04-12-15-327-006	DECATUR	741 W. MACON ST.
04-12-11-258-004	DECATUR	1129 E. HICKORY ST.
04-12-10-326-015	DECATUR	803 W. GRAND AVE.
04-12-10-278-016	DECATUR	1512 N. MAIN ST.
04-12-10-333-010	DECATUR	640 W. MARIETTA ST.
04-12-11-181-025	DECATUR	1345 N. CLINTON ST.
04-12-11-182-007	DECATUR	1366 N. CLINTON ST.

04-12-11-176-034	DECATUR	1503 N. MORGAN ST.
04-12-11-106-015	DECATUR	1815 N. MARTIN LUTHER KING JR DR.
04-12-16-483-008	DECATUR	668 S. OAKLAND CT.
04-12-10-401-016	DECATUR	524 W. LEAFLAND AVE.
04-12-11-257-017	DECATUR	1148 E. HICKORY ST.
04-12-11-182-011	DECATUR	1320 N. CLINTON ST.
04-12-10-204-002	DECATUR	1938 N. EDWARD ST.
04-12-10-404-010	DECATUR	1114 N. MONROE ST.
04-12-11-181-012	DECATUR	1344 N. MORGAN ST.
04-12-10-409-013	DECATUR	335 W. PACKARD ST.
04-12-10-426-011	DECATUR	217 W. GRAND AVE.
04-12-11-127-020	DECATUR	1937 N. CLINTON ST.
04-12-11-176-025	DECATUR	1565 N. MORGAN ST.
04-12-12-153-029	DECATUR	1618 E. LOCUST ST.
04-12-14-211-007	DECATUR	1037 E. NORTH ST.
04-12-11-107-027	DECATUR	528 E. OLIVE ST.
04-12-11-129-006	DECATUR	1662 N. MARTIN LUTHER KING JR DR. (BROADWAY)
04-12-12-153-014	DECATUR	1633 E. HICKORY ST.
04-12-11-129-005	DECATUR	N. MARTIN LUTHER KING JR DR. (BROADWAY)
04-12-11-129-004	DECATUR	1710 N. MARTIN LUTHER KING JR DR. (BROADWAY)
04-12-14-330-014	DECATUR	841 E. JOHNS AVE.
04-12-10-379-012	DECATUR	865 N. MERCER ST.
04-12-23-127-022	DECATUR	1069 S. WEBSTER ST.
04-12-23-207-024	DECATUR	1107 S. SILAS ST.
04-12-10-357-026	DECATUR	948 W. GREEN ST.
04-12-23-201-001	DECATUR	905 E. CANTRELL ST.
04-12-11-181-013	DECATUR	1332 N. MORGAN ST.
04-12-14-329-034	DECATUR	816 E. JOHNS AVE.
04-12-11-176-033	DECATUR	1509 N. MORGAN ST.
04-12-11-182-009	DECATUR	1346 N. CLINTON ST.
04-12-15-327-013	DECATUR	647 W. MACON ST.
04-12-10-355-006	DECATUR	971 W. MARIETTA ST.
04-12-13-227-011	DECATUR	2541 E. ELDORADO ST.
04-12-11-429-006	DECATUR	1245 E. LEAFLAND AVE.
04-12-11-156-030	DECATUR	542 E. CENTER ST.
04-12-10-380-020	DECATUR	841 N. MONROE ST.
04-12-10-379-015	DECATUR	829 N. MERCER ST.
04-12-10-357-007	DECATUR	971 W. KING ST.
04-12-10-211-024	DECATUR	326 W. OLIVE ST.
04-12-23-105-012	DECATUR	922 S. JACKSON ST.
04-12-11-176-011	DECATUR	1540 N. MARTIN LUTHER KING JR DR. (BROADWAY)
04-12-11-427-010	DECATUR	1304 E. LEAFLAND AVE.
04-12-11-156-026	DECATUR	504 E. CENTER ST.
04-12-12-326-003	DECATUR	18TH ST.
04-12-14-211-019	DECATUR	1028 E. WILLIAM ST.
04-12-11-156-020	DECATUR	E. CENTER ST.
04-13-08-304-030	DECATUR	CERRO GORDO ST.

04-12-14-380-008	DECATUR	757 E. WHITMER ST.
04-12-10-355-016	DECATUR	W. MARIETTA ST.
04-12-10-407-019	DECATUR	1025 N. COLLEGE ST.
04-12-10-404-014	DECATUR	547 W. LEAFLAND AVE.
04-12-14-330-039	DECATUR	846 E. DECATUR ST.
04-12-11-106-002	DECATUR	427 E. JOHNSON AVE.
04-12-10-105-024	DECATUR	1645 N. GULICK AVE.
04-12-11-130-004	DECATUR	1704 N. MORGAN ST.
04-12-11-181-002	DECATUR	715 E. CENTER ST.
04-12-15-326-018	DECATUR	613 W. WOOD ST.
04-12-10-356-003	DECATUR	960 N. DUNHAM ST.
04-12-10-454-009	DECATUR	820 N. MONROE ST.
04-12-09-178-026	DECATUR	WOODLAWN AVE.
04-12-14-207-014	DECATUR	980 E. NORTH ST.
04-12-14-210-014	DECATUR	870 E. WILLIAM ST.
04-12-10-331-004	DECATUR	721 W. LEAFLAND AVE.
04-12-23-127-017	DECATUR	1025 S. WEBSTER ST.
04-12-14-376-011	DECATUR	649 E. DECATUR ST.
04-13-07-154-010	DECATUR	1500 N. 29TH ST.
04-12-11-106-006	DECATUR	481 E. JOHNSON AVE.
04-12-15-377-043	DECATUR	711 W. FOREST AVE.
04-12-23-126-028	DECATUR	OFF CLEVELAND AVE.
04-12-13-114-007	DECATUR	1837 E. NORTH ST.
04-12-13-177-022	DECATUR	235 N. 21ST ST.
04-12-24-102-004	DECATUR	1715 E. CANTRELL ST.
04-12-11-403-005	DECATUR	1137 E. GRAND AVE.
04-12-10-409-022	DECATUR	340 W. MARIETTA ST.
04-12-10-403-006	DECATUR	1240 N. EDWARD ST.
04-12-13-176-004	DECATUR	1927 E. WILLIAM ST.
04-12-14-181-018	DECATUR	120 N. HILTON ST.
04-12-10-258-008	DECATUR	1330 N. COLLEGE ST.
04-12-11-229-012	DECATUR	1210 E. WALNUT ST.
04-12-11-152-026	DECATUR	322 E. CENTER ST.
04-12-16-407-014	DECATUR	1317 W. DECATUR ST.
04-12-14-380-036	DECATUR	754 E. CANTRELL ST.
04-12-13-253-011	DECATUR	2341 E. WILLIAM ST.
04-12-23-130-026	DECATUR	806 E. ROGERS AVE.
04-12-21-229-007	DECATUR	1134 LINCOLN PARK DR.
04-12-11-152-025	DECATUR	312 E. CENTER ST.
04-12-11-276-019	DECATUR	1244 E. HICKORY ST.
04-12-11-276-018	DECATUR	1236 E. HICKORY ST.
04-12-15-303-026	DECATUR	W. FOREST AVE.
04-12-13-176-006	DECATUR	1937 E. WILLIAM ST.
04-12-10-358-012	DECATUR	925 W. GREEN ST.
04-12-10-376-029	DECATUR	844 W. KING ST.
04-12-10-377-010	DECATUR	645 W. MARIETTA ST.
04-12-10-429-004	DECATUR	245 W. LEAFLAND AVE.

04-12-13-383-006	DECATUR	2139 E. LAWRENCE ST.
04-12-14-254-003	DECATUR	915 E. PRAIRIE ST.
04-13-07-127-052	DECATUR	N. 32ND ST.
04-12-14-376-025	DECATUR	567 S. WEBSTER ST.
04-12-11-129-018	DECATUR	1651 N. MORGAN ST.
04-12-13-132-020	DECATUR	2028 E. WILLIAM ST.
04-12-15-306-013	DECATUR	851 W. MACON ST.
04-12-14-211-010	DECATUR	1059 E. NORTH ST.
04-12-11-182-030	DECATUR	844 E. GRAND AVE.
04-12-15-327-032	DECATUR	636 W. DECATUR ST.
04-12-23-227-010	DECATUR	862 S. STONE ST.
04-12-10-432-004	DECATUR	1054 N. UNION ST.
04-12-11-181-014	DECATUR	REAR 1332 N. MORGAN ST.
04-12-10-357-010	DECATUR	945 W. KING ST.
04-12-10-377-033	DECATUR	6XX MARIETTA ST.
04-12-14-329-026	DECATUR	734 E. JOHNS AVE.
04-12-11-152-008	DECATUR	STUART AVE.
04-12-10-102-021	DECATUR	1913 WALNUT GROVE AVE.
04-12-10-406-002	DECATUR	1160 N. EDWARD ST.
04-12-11-152-027	DECATUR	332 E. CENTER ST.
04-12-11-257-016	DECATUR	1142 E. HICKORY ST.
04-12-11-181-003	DECATUR	723 E. CENTER ST.
04-12-14-330-006	DECATUR	755 E. JOHNS AVE.
04-12-15-303-030	DECATUR	1060 W. FOREST AVE.
04-12-15-355-005	DECATUR	550 S. HAWORTH AVE.
04-12-13-113-003	DECATUR	1715 E. NORTH ST.
04-12-09-483-007	DECATUR	1171 W. GREEN ST.
04-12-11-126-020	DECATUR	1953 N. MORGAN ST.
04-12-13-157-005	DECATUR	1745 E. PRAIRIE ST.
04-12-09-483-014	DECATUR	1117 W. GREEN ST.
04-13-07-103-010	DECATUR	1812 N. 29TH ST.
04-12-10-430-013	DECATUR	1153 N. MAIN ST.
04-12-12-154-017	DECATUR	1430 N. FOLK ST.
04-12-14-376-010	DECATUR	641 E. DECATUR ST.
04-12-10-404-009	DECATUR	1120 N. MONROE ST.
04-12-10-208-003	DECATUR	340 W. SAWYER ST.
04-12-11-206-009	DECATUR	1171 E. LOGAN ST.
04-12-15-327-033	DECATUR	628 W. DECATUR ST.
04-12-10-429-001	DECATUR	1170 N. UNION ST.
04-12-09-176-001	DECATUR	1570 N. SUMMIT AVE.
04-12-10-407-021	DECATUR	530 W. MARIETTA ST.
04-12-23-130-032	DECATUR	1015 S. MAFFIT ST.
04-12-10-429-008	DECATUR	1150 N. UNION ST.
04-12-14-328-049	DECATUR	467 S. WEBSTER ST.
04-12-11-276-023	DECATUR	1272 E. HICKORY ST.
04-13-08-177-006	DECATUR	4107 E. HICKORY ST.
04-12-02-453-023	DECATUR	962 E. HARRISON AVE.

04-12-11-434-001	DECATUR	1405 E. CONDIT ST.
04-12-14-329-022	DECATUR	352 S. WEBSTER ST.
04-12-11-155-026	DECATUR	530 E. STUART AVE.
04-12-11-226-012	DECATUR	1252 E. LOGAN ST.
04-12-14-309-016	DECATUR	416 E. DECATUR ST.
04-12-11-208-010	DECATUR	1185 E. DIVISION ST.
04-12-12-302-010	DECATUR	1160 N. JORDAN ST.
04-12-12-152-004	DECATUR	1715 E. WALNUT ST.
04-12-13-156-007	DECATUR	1653 E. PRAIRIE ST.
04-12-12-152-022	DECATUR	1750 E. HICKORY ST.
04-12-23-207-006	DECATUR	943 E. CLEVELAND AVE.
04-12-13-228-036	DECATUR	E. WILLIAM ST.
04-12-10-357-005	DECATUR	987 W. KING ST. (REAR)
04-12-15-204-024	DECATUR	NORTH ST.
04-12-14-253-003	DECATUR	1119 E. WILLIAM ST.
04-12-15-303-025	DECATUR	FOREST AVE.
04-12-14-309-018	DECATUR	436 E. DECATUR ST.
04-12-12-151-005	DECATUR	1529 E. WALNUT ST.
04-12-13-157-016	DECATUR	1752 E. MAIN ST.
04-12-14-308-001	DECATUR	336 E. DECATUR ST.
04-12-14-476-032	DECATUR	1362 E. LAWRENCE ST.
04-12-12-156-011	DECATUR	1604 E. GRAND AVE.
04-12-14-479-019	DECATUR	1444 E. WHITMER ST.
04-12-14-278-011	DECATUR	226 N. STONE ST.
04-12-13-114-019	DECATUR	1860 E. WILLIAM ST.
04-12-10-379-007	DECATUR	826 N. PINE ST.
04-12-10-451-020	DECATUR	933 N. COLLEGE ST.
04-12-13-228-037	DECATUR	E. WILLIAM ST.
04-12-15-102-015	DECATUR	539 N. DUNHAM ST.
04-12-11-129-019	DECATUR	1643 N. MORGAN ST.
04-12-11-129-015	DECATUR	1671 N. MORGAN ST.
04-12-10-409-005	DECATUR	1036 N. EDWARD ST.
04-12-12-278-006	DECATUR	2531 E. LOCUST ST.
04-12-10-327-016	DECATUR	1145 N. PINE ST.
04-12-11-126-035	DECATUR	1805 N. MORGAN ST.
04-12-14-253-004	DECATUR	1127 E. WILLIAM ST.
04-12-11-155-022	DECATUR	460 E. STUART AVE.
04-12-11-403-006	DECATUR	1155 E. GRAND AVE.
04-12-13-229-010	DECATUR	2541 E. NORTH ST.
04-12-14-379-015	DECATUR	625 S. WEBSTER ST.
04-12-11-283-017	DECATUR	1436 E. LOCUST ST.
04-12-23-207-011	DECATUR	1046 S. MAFFIT ST.
04-12-15-305-019	DECATUR	936 W. MACON ST.
04-12-12-277-039	DECATUR	1401 N. 27TH ST.
04-12-11-179-005	DECATUR	1530 N. CLINTON ST.
04-12-11-182-002	DECATUR	1436 N. CLINTON ST.
04-12-11-176-005	DECATUR	1584 N. MARTIN LUTHER KING DR. (BROADWAY)

04-12-14-252-010	DECATUR	1061 E. WILLIAM ST.
04-12-15-303-031	DECATUR	1058 W. FOREST AVE.
04-12-11-107-019	DECATUR	428 E. OLIVE ST.
04-12-11-403-012	DECATUR	1118 E. LEAFLAND AVE.
04-12-15-159-009	DECATUR	907 W. MAIN ST.
04-12-11-155-008	DECATUR	501 E. DIVISION ST.
04-12-11-176-006	DECATUR	1578 N. MARTIN LUTHER KING DR. (BROADWAY)
04-12-15-306-035	DECATUR	355 S. CREA ST.
04-12-10-402-010	DECATUR	1204 N. COLLEGE ST.
04-12-15-306-016	DECATUR	827 W. MACON ST.
04-12-13-185-006	DECATUR	2143 E. MAIN ST.
04-12-15-303-016	DECATUR	1029 W. DECATUR ST.
04-12-10-402-009	DECATUR	1212 N. COLLEGE ST.
04-12-11-151-006	DECATUR	245 E. DIVISION ST.
04-12-11-182-001	DECATUR	805 E. CENTER ST.
04-12-11-151-007	DECATUR	255 E. DIVISION ST.
04-12-11-430-013	DECATUR	1326 E. CONDIT ST.
04-12-14-254-018	DECATUR	952 E. MAIN ST.
04-12-11-177-010	DECATUR	1552 N. MORGAN ST.
04-12-11-228-021	DECATUR	1745 N. LOWBER ST.
04-12-14-279-003	DECATUR	1517 E. WILLIAM ST.
04-12-11-259-020	DECATUR	1140 E. GRAND AVE.
04-12-23-126-019	DECATUR	918 S. MARTIN LUTHER KING DR. (BROADWAY)
04-12-10-377-025	DECATUR	712 W. KING ST.
04-12-14-354-040	DECATUR	649 S. MARTIN LUTHER KING DR. (BROADWAY)
04-12-11-129-024	DECATUR	646 E. DIVISION ST.
04-12-11-181-024	DECATUR	1353 N. CLINTON ST.
04-12-12-102-003	DECATUR	1736 N. WOODFORD ST.
04-12-11-152-013	DECATUR	347 E. STUART AVE.
04-12-12-154-011	DECATUR	E. HICKORY ST.
04-12-11-182-008	DECATUR	1364 N. CLINTON ST.
04-12-11-229-016	DECATUR	1244 E. WALNUT ST.
04-12-11-277-025	DECATUR	1246 E. LOCUST ST.
04-12-11-429-017	DECATUR	1252 E. CONDIT ST.
04-12-10-402-008	DECATUR	1216 N. COLLEGE ST.
04-12-09-481-023	DECATUR	GREEN ST.
04-12-10-407-020	DECATUR	1013 N. COLLEGE ST.
04-12-10-452-032	DECATUR	W. MARIETTA ST.
04-12-12-153-031	DECATUR	1630 E. LOCUST ST.
04-12-16-479-007	DECATUR	1165 W. COTTAGE HILL AVE.
04-12-11-108-029	DECATUR	540 E. DIVISION ST.
04-12-12-153-017	DECATUR	1445 N. FOLK ST.
04-12-14-329-035	DECATUR	826 E. JOHNS AVE.
04-12-12-153-030	DECATUR	1626 E. LOCUST ST.
04-12-11-104-022	DECATUR	244 E. DIVISION ST.
04-12-10-426-010	DECATUR	223 W. GRAND AVE.
04-12-23-130-028	DECATUR	820 E. ROGERS AVE.

04-12-11-129-002	DECATUR	1728 N. MARTIN LUTHER KING DR.
04-12-11-129-003	DECATUR	1718 N. MARTIN LUTHER KING DR. (BROADWAY)
04-12-14-378-002	DECATUR	715 E. LAWRENCE ST.
04-12-10-406-007	DECATUR	1140 N. EDWARD ST.
04-12-12-304-011	DECATUR	968 N. JORDAN ST.
04-12-10-406-006	DECATUR	1152 N. EDWARD ST.
04-12-10-454-020	DECATUR	845 N. COLLEGE ST.
04-12-10-280-001	DECATUR	1454 N. CHURCH ST.
04-12-14-377-012	DECATUR	749 E. DECATUR ST.
04-12-11-126-027	DECATUR	1869 N. MORGAN ST.
04-12-23-130-027	DECATUR	810 E. ROGERS AVE.
04-12-10-356-002	DECATUR	983 W. VIEW ST.
04-12-10-454-021	DECATUR	835 N. COLLEGE ST.
04-12-23-207-005	DECATUR	925 E. CLEVELAND AVE.
04-12-10-353-018	DECATUR	829 N. DUNHAM ST.
04-12-15-354-008	DECATUR	1017 W. HOWARD ST.
04-12-10-331-024	DECATUR	724 W. PACKARD ST.
04-12-02-457-005	DECATUR	959 ELMHURST AVE.
04-12-14-329-029	DECATUR	764 E. JOHNS AVE.
04-12-10-354-016	DECATUR	OAKLAND AVE.
04-12-14-252-015	DECATUR	235 N. ILLINOIS ST.
04-12-12-153-016	DECATUR	1653 E. HICKORY ST.
04-12-10-332-006	DECATUR	715 W. PACKARD ST.
04-12-14-211-020	DECATUR	1036 E. WILLIAM ST.
04-12-14-252-003	DECATUR	240 N. CALHOUN ST.
04-12-11-284-013	DECATUR	1436 E. GRAND AVE.
04-12-14-184-011	DECATUR	150 S. HILTON ST.
04-12-10-280-018	DECATUR	GRAND AVE.
04-12-14-376-019	DECATUR	666 E. LAWRENCE ST.
04-12-14-211-021	DECATUR	1044 E. WILLIAM ST.
04-12-11-429-016	DECATUR	1244 E. CONDIT ST.
04-12-10-403-010	DECATUR	1204 N. EDWARD ST.
04-12-13-229-022	DECATUR	2590 E. WILLIAM ST.
04-12-10-356-011	DECATUR	925 W. VIEW ST.
04-12-23-127-014	DECATUR	645 E. CLEVELAND AVE.
04-12-15-307-002	DECATUR	959 W. DECATUR ST.
04-12-16-482-016	DECATUR	788 S. SYCAMORE ST.
04-12-11-428-001	DECATUR	1405 E. GRAND AVE.
04-12-10-409-003	DECATUR	1056 N. EDWARD ST.
04-12-10-429-017	DECATUR	228 W. PACKARD ST.
04-12-23-177-015	DECATUR	1135 S. MAFFIT ST.
04-12-15-352-006	DECATUR	1047 W. SUNSET AVE.
04-12-11-431-016	DECATUR	1444 E. CONDIT ST.
04-12-11-155-027	DECATUR	540 E. STUART AVE.
04-12-14-376-018	DECATUR	660 E. LAWRENCE ST.
04-12-13-185-004	DECATUR	2129 E. MAIN ST.
04-12-10-405-002	DECATUR	473 W. LEAFLAND AVE.

04-12-11-104-013	DECATUR	255 E. OLIVE ST.
04-12-15-181-022	DECATUR	636 W. WOOD ST.
04-12-23-130-009	DECATUR	733 E. CLEVELAND AVE.
04-12-14-476-002	DECATUR	630 S. JASPER ST.
04-12-14-478-006	DECATUR	1245 E. LAWRENCE ST.
04-12-21-228-004	DECATUR	809 S. SYCAMORE ST.
04-12-10-280-015	DECATUR	1310 N. CHURCH ST.
04-12-15-181-021	DECATUR	640 W. WOOD ST.
04-12-10-403-022	DECATUR	1221 N. UNION ST.
04-12-10-356-005	DECATUR	963 W. VIEW ST.
04-12-13-176-005	DECATUR	1933 E. WILLIAM ST.
04-12-14-181-020	DECATUR	104 N. HILTON ST.
04-12-11-176-032	DECATUR	1517 N. MORGAN ST.
04-12-12-253-008	DECATUR	2283 E. HICKORY ST.
04-12-10-409-004	DECATUR	1044 N. EDWARD ST.
04-12-11-176-029	DECATUR	1539 N. MORGAN ST.
04-12-10-453-006	DECATUR	954 N. EDWARD ST.
04-12-10-357-015	DECATUR	911 W. KING ST.
04-12-10-178-010	DECATUR	8XX CENTER ST.
04-12-23-207-038	DECATUR	1173 S. SILAS ST.
04-12-14-379-008	DECATUR	633 E. LAWRENCE ST.
04-12-11-208-006	DECATUR	1157 E. DIVISION ST.
04-12-13-114-021	DECATUR	1868 E. WILLIAM ST.
04-12-14-207-016	DECATUR	427 N. CALHOUN ST.
04-12-10-328-010	DECATUR	823 W. PACKARD ST.
04-12-10-409-011	DECATUR	355 W. PACKARD ST.
04-12-10-426-014	DECATUR	1261 N. CHURCH ST.
04-12-11-126-036	DECATUR	1743 N. MORGAN ST.
04-12-14-330-007	DECATUR	757 E. JOHNS AVE.
04-12-15-306-032	DECATUR	830 W. DECATUR ST.
04-12-02-455-025	DECATUR	1090 ELMHURST AVE.
04-12-11-276-014	DECATUR	1204 E. HICKORY ST.
04-12-10-379-013	DECATUR	855 N. MERCER ST.
04-12-10-402-017	DECATUR	1225 N. EDWARD ST.
04-12-09-480-019	DECATUR	1270 W. GREEN ST.
04-12-10-405-014	DECATUR	419 W. LEAFLAND AVE.
04-12-12-304-019	DECATUR	1610 E. MARIETTA ST.
04-12-11-176-003	DECATUR	635 E. DIVISION ST.
04-12-02-456-015	DECATUR	2175 N. LEADER AVE.
04-12-14-251-011	DECATUR	237 N. CALHOUN ST.
04-12-10-407-022	DECATUR	526 W. MARIETTA ST.
04-12-10-354-008	DECATUR	1057 W. GREEN ST.
04-12-13-228-019	DECATUR	317 N. 25TH ST.
04-12-10-357-021	DECATUR	REAR GREEN ST.
04-12-10-331-018	DECATUR	1155 N. MONROE ST.
04-12-10-280-017	DECATUR	GRAND AVE.
04-12-10-254-011	DECATUR	5XX CENTER ST.

04-12-02-478-008	DECATUR	CHARLES ST.
04-12-14-403-015	DECATUR	324 S. MAFFETT ST.
04-12-11-283-009	DECATUR	1476 HICKORY ST.
04-12-26-406-016	DECATUR	RIDGEWAY DR. & FOREST GREEN DR.
04-12-10-379-011	DECATUR	705 W. KING ST.
04-12-10-280-016	DECATUR	CHURCH ST.
04-12-14-353-021	DECATUR	607 S. JACKSON ST.
04-12-14-455-011	DECATUR	729 S. JASPER ST.
04-12-10-332-004	DECATUR	735 W. PACKARD ST.
04-12-02-456-008	DECATUR	1145 E. HARRISON AVE.
04-12-14-354-022	DECATUR	610 S. JACKSON ST.
04-12-15-130-015	DECATUR	419 N. MERCER ST.
04-12-15-357-003	DECATUR	724 S. WISE ST.
04-12-02-457-015	DECATUR	GARFIELD AVE.
04-12-13-305-036	DECATUR	1820 E. JOHNS AVE.
04-12-11-180-034	DECATUR	636 E. GRAND AVE.
04-12-14-353-001	DECATUR	S. JACKSON ST.
04-12-15-301-030	DECATUR	REAR MACON ST.
04-12-15-181-023	DECATUR	622 W. WOOD ST.
04-12-13-178-001	DECATUR	2105 E. WILLIAM ST.
04-12-11-430-012	DECATUR	1318 E. CONDIT ST.
04-12-10-377-029	DECATUR	634 W. KING ST.
04-12-15-181-024	DECATUR	618 W. WOOD ST.
04-12-14-328-038	DECATUR	377 S. WEBSTER ST.
04-12-10-331-005	DECATUR	715 W. LEAFLAND AVE.
04-12-10-179-034	DECATUR	632 W. CENTER ST.
04-12-10-403-023	DECATUR	1213 N. UNION ST.
04-12-14-210-015	DECATUR	902 E. WILLIAM ST.
04-12-14-210-016	DECATUR	932 E. WILLIAM ST.
04-12-10-403-021	DECATUR	1229 N. UNION ST.
04-12-11-176-010	DECATUR	1550 N. MARTIN LUTHER KING DR. (BROADWAY)
04-12-15-303-023	DECATUR	444 S. OAKLAND AVE.
04-12-14-354-017	DECATUR	568 S. JACKSON ST.
04-12-10-451-018	DECATUR	959 N. COLLEGE ST.
04-12-15-305-020	DECATUR	926 W. MACON ST.
04-12-14-181-022	DECATUR	834 E. MAIN ST.
04-12-15-306-036	DECATUR	365 S. CREA ST.
04-12-10-280-002	DECATUR	1446 N. CHURCH ST.
04-12-11-129-010	DECATUR	1638 N. MARTIN LUTHER KING DR. (BROADWAY)
04-12-11-406-010	DECATUR	1120 N. ILLINOIS ST.
04-12-15-327-035	DECATUR	345 S. MONROE ST.
04-12-23-126-029	DECATUR	644 E. CLEVELAND AVE.
04-12-11-405-019	DECATUR	1105 N. ILLINOIS ST.
04-12-11-478-003	DECATUR	1467 E. ORCHARD ST.
04-12-11-430-007	DECATUR	1300 E. LEAFLAND AVE.
04-12-10-358-007	DECATUR	965 W. GREEN ST.
04-12-12-152-019	DECATUR	1720 E. HICKORY ST.

04-12-10-406-005	DECATUR	EDWARD ST.
04-12-02-478-018	DECATUR	2103 N. CHARLES ST.
04-12-10-210-012	DECATUR	450 W. OLIVE ST.
04-12-11-104-016	DECATUR	OLIVE ST.
04-12-11-405-015	DECATUR	1107 N. ILLINOIS ST.
04-12-12-304-017	DECATUR	916 N. JORDAN ST.
04-12-12-304-016	DECATUR	922 N. JORDAN ST.
04-12-11-156-011	DECATUR	4XX STUART AVE.
04-12-10-226-019	DECATUR	226 W. PEORIA AVE.
04-12-14-181-012	DECATUR	831 E. PRAIRIE ST.
04-12-10-183-012	DECATUR	1341 N. HURON ST.
04-12-14-210-021	DECATUR	970 E. WILLIAM ST.
04-12-10-404-016	DECATUR	1163 N. COLLEGE ST.
04-12-14-329-030	DECATUR	JOHNS AVE.
04-12-10-403-024	DECATUR	322 W. LEAFLAND AVE.
04-12-02-451-009	DECATUR	1065 CURTIS AVE.
04-12-15-302-037	DECATUR	1004 W. DECATUR ST.
04-12-23-276-007	DECATUR	1279 E. VANDERHOOF ST.
04-12-15-304-021	DECATUR	1012 W. SUNSET AVE.
04-12-11-157-004	DECATUR	431 E. CENTER ST.
04-12-10-376-031	DECATUR	822 W. KING ST.
04-12-11-180-023	DECATUR	1401 N. MORGAN ST.
04-12-10-357-004	DECATUR	987 W. KING ST.
04-12-10-212-023	DECATUR	16XX COLLEGE ST.
04-12-12-276-052	DECATUR	DIVISION ST.
04-12-10-358-013	DECATUR	GREEN ST.
04-12-09-481-028	DECATUR	GREEN ST.
04-12-11-152-009	DECATUR	2XX STUART AVE.
04-12-10-407-007	DECATUR	MONROE ST.
04-12-10-407-023	DECATUR	1005 N. COLLEGE ST.
04-12-10-307-005	DECATUR	PACKARD ST.
04-12-14-254-022	DECATUR	960 E. MAIN ST.
04-12-10-405-001	DECATUR	1170 N. COLLEGE ST.
04-12-11-129-008	DECATUR	1654 N. MARTIN LUTHER KING DR. (BROADWAY)
04-12-10-152-011	DECATUR	14XX GULLICK AVE.
04-12-23-201-010	DECATUR	916 E. LINCOLN AVE.
04-12-14-237-002	DECATUR	EAST ST.
04-12-24-130-003	DECATUR	DICKINSON AVE.
04-12-11-403-010	DECATUR	1220 N. ILLINOIS ST.
04-12-10-128-001	DECATUR	19XX N. GRACELAND AVE.
04-12-12-304-021	DECATUR	1630 E. MARIETTA ST.
04-12-23-207-033	DECATUR	938 E. HENDERSON
04-12-11-406-012	DECATUR	1120 E. CONDIT ST.
04-12-11-126-037	DECATUR	1733 N. MORGAN ST.
04-12-11-181-015	DECATUR	735 E. CENTER ST.
04-12-11-406-011	DECATUR	1106 N. ILLINOIS ST.
04-12-10-451-021	DECATUR	925 N. COLLEGE ST.

04-12-24-126-034	DECATUR	OFF E. CANTRELL ST. & E. ROOSEVELT AVE.
04-12-05-478-010	DECATUR	OFF HOMER PARK AVE.
04-12-17-276-001	DECATUR	WESTDALE CT. (REAR)
04-12-23-229-009	DECATUR	REAR JASPER ST.
07-07-27-427-034	HICKORY POINT	OFF CAMBRIDGE DR.
04-12-12-303-007	DECATUR	1032 N. WOODFORD ST. (REAR)
04-12-14-353-031	DECATUR	OFF JACKSON ST.
04-12-12-304-008	DECATUR	1004 N. JORDAN ST.
04-12-11-478-017	DECATUR	OFF ORCHARD ST. & WOODFORD ST.
04-12-12-304-009	DECATUR	N. JORDAN ST.
04-12-11-403-015	DECATUR	1136 E. LEAFLAND AVE.
09-13-17-102-005	LONG CREEK	OFF LAKE SHORE DR. & RIDGE AVE.
04-12-10-354-017	DECATUR	OFF DUNHAM ST.
04-12-15-204-014	DECATUR	OFF MONROE ST. & NORTH ST.
04-12-14-256-009	DECATUR	126 N. ILLINOIS ST.
04-12-14-257-018	DECATUR	970 E. WOOD ST.
04-12-14-256-012	DECATUR	1116 E. MAIN ST.
04-12-14-254-020	DECATUR	121 N. CALHOUN ST.
04-12-14-380-047	DECATUR	OFF WEBSTER ST.
04-12-14-255-020	DECATUR	1052 E. MAIN ST.
04-12-10-403-008	DECATUR	1220 N. EDWARD ST.
04-12-11-157-006	DECATUR	CENTER ST.
04-12-11-126-040	DECATUR	1853 N. MORGAN ST.
04-12-11-405-010	DECATUR	1155 N. ILLINOIS ST.
04-12-02-455-018	DECATUR	932 ELMHURST AVE.
04-12-13-226-026	DECATUR	2412 E. NORTH ST.
04-12-02-457-025	DECATUR	1036 E. GARFIELD AVE.
04-12-10-279-021	DECATUR	1421 N. CHURCH ST.
04-12-10-377-031	DECATUR	719 W. MARIETTA ST.
04-12-02-458-007	DECATUR	1157 ELMHURST AVE.
04-12-13-376-018	DECATUR	PARK ST.
04-12-10-280-019	DECATUR	REAR CHURCH ST.
04-12-14-308-003	DECATUR	DECATUR ST.
04-12-11-151-008	DECATUR	DIVISION ST.
04-12-16-455-018	DECATUR	BOWSHIER LN.
04-12-12-256-009	DECATUR	23RD ST.
04-12-10-356-030	DECATUR	KING ST.
04-12-09-477-014	DECATUR	WILDER AVE.
04-12-15-130-013	DECATUR	OFF NORTH ST. & MERCER ST.
04-12-12-256-010	DECATUR	24TH ST.
04-12-11-151-010	DECATUR	REAR DIVISION ST.
04-12-23-128-029	DECATUR	OFF MAFFET ST.
04-12-14-355-009	DECATUR	SHERIDAN ST.

EXHIBIT B

Parcel #	Township	Property Address
04-12-02-178-007	DECATUR	2634 N. MORGAN ST.
04-12-09-482-020	DECATUR	1235 W. GREEN ST.
04-12-10-102-023	DECATUR	1853 WALNUT GROVE AVE.
04-12-10-133-020	DECATUR	636 W. OLIVE ST.
04-12-10-133-022	DECATUR	624 W. OLIVE ST.
04-12-10-156-026	DECATUR	1076 W. GRAND AVE.
04-12-10-157-019	DECATUR	1377 WALNUT GROVE AVE.
04-12-10-213-006	DECATUR	1632 N. COLLEGE ST.
04-12-10-230-012	DECATUR	1817 N. CHURCH ST.
04-12-10-279-004	DECATUR	1438 N. UNION ST.
04-12-10-327-001	DECATUR	897 W. LEAFLAND AVE.
04-12-10-376-035	DECATUR	816 W. KING ST.
04-12-10-376-036	DECATUR	806 W. KING ST.
04-12-10-404-008	DECATUR	1130 N. MONROE ST.
04-12-10-404-018	DECATUR	1143 N. COLLEGE ST.
04-12-10-406-018	DECATUR	1155 N. UNION ST.
04-12-10-409-015	DECATUR	305 W. PACKARD ST.
04-12-10-429-015	DECATUR	REAR 1125 N. CHURCH ST.
04-12-10-432-003	DECATUR	1058 N. UNION ST.
04-12-11-128-019	DECATUR	1911 N. RAILROAD AVE.
04-12-11-152-024	DECATUR	308 E. CENTER ST.
04-12-11-156-016	DECATUR	545 E. STUART AVE.
04-12-11-158-007	DECATUR	457 E. WAGGONER ST.
04-12-11-158-026	DECATUR	508 E. GRAND AVE.
04-12-11-278-001	DECATUR	1222 E. GRAND AVE.
04-12-11-428-004	DECATUR	1429 E. GRAND AVE.
04-12-12-154-005	DECATUR	1733 E. HICKORY ST.
04-12-12-277-005	DECATUR	2429 E. GEDDES AVE.
04-12-13-112-003	DECATUR	1621 E. NORTH ST.
04-12-13-113-015	DECATUR	1720 E. WILLIAM ST.
04-12-13-131-009	DECATUR	341 N. 20TH ST.
04-12-13-153-002	DECATUR	1713 E. WILLIAM ST.
04-12-13-163-018	DECATUR	1856 E. WOOD ST.
04-12-14-181-019	DECATUR	112 N. HILTON ST.
04-12-14-210-008	DECATUR	979 E. NORTH ST.
04-12-14-252-007	DECATUR	1039 E. WILLIAM ST.
04-12-14-280-003	DECATUR	1237 E. PRAIRIE ST.
04-12-14-286-007	DECATUR	1445 E. MAIN ST.
04-12-14-309-011	DECATUR	419 S. MARTIN LUTHER KING JR DR.
04-12-14-330-009	DECATUR	REAR E. JOHNS AVE.
04-12-14-357-013	DECATUR	714 S. JACKSON ST.
04-12-14-357-014	DECATUR	722 S. JACKSON ST.
04-12-14-430-029	DECATUR	1354 E. SEDGWICK ST.
04-12-15-180-017	DECATUR	860 W. WOOD ST.
04-12-15-354-019	DECATUR	1032 W. TUTTLE ST.
04-12-23-203-006	DECATUR	856 S. ILLINOIS ST.

SUBJECT: Motion Selecting a Library Parking Lot Design and Authorizing Preparation of Engineering Design and Construction Documents

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Library Parking Lot Presentation	Backup Material

DATE: March 28, 2019

TO: Mayor Julie Moore-Wolfe and Decatur City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Library Parking Lot (Motion to Approve a Design, and enter into a professional services contract for development of detailed plans)

SUMMARY RECOMMENDATION: That the City Council vote, by simple motion, to approve one of the options described in this memo (option #3 is recommended), or a version of one of the options. If there is agreement on the council to proceed with a version of one of the options offered, this can be followed by a resolution approving a professional services agreement for final design of the option selected by council.

BACKGROUND: The City Council discussed this item at its March 4, 2019 study session. At that time, the council reviewed three options for improving the parking lot east of the Decatur Public Library. Council requested: a) more options, b) that future options contain more green space, c) that they include less parking, d) that they include a center lot walkway, and e) that more information about costs to upgrade the library building's HVAC system be included.

The city is obligated by the terms of its lease with the library to improve the parking lot, and properly maintain the building throughout the term of the lease. The council's challenge is to upgrade the parking lot and the HVAC system in ways that meet its lease obligations within the financial constraints of the facility's lease revenues (thereby protecting the city's General Fund).

The addition of more green space actually decreases the cost of upgrading the lot, because it is less costly to create green space than to repair the parking lot base and repave. To give current and future City Council's maximum flexibility, larger (rather than smaller and narrower) green space tracts have been integrated into the options. Larger tracts of green space accord the greatest flexibility to convert one or more green spaces into a future parking lot, future building site, or other use.

The Johnson Controls estimate for upgrading the library building's HVAC system is included in the council packet. The high side of Johnson Controls' estimate is \$470,000. This amount should be added to the cost of whatever option is selected by the City Council to determine total estimated project cost.

Option #1 incorporates all the improvements and amenities suggested by the Library Board before costs were fully evaluated.

Option #2 includes fewer amenities, and uses green space to reduce the amount of repaving.

Option #3 includes fewer amenities, and uses nearly twice as much green space as Option #2, which further reduces the amount of repaving.

Option #4 simply asphalts-over the entire parking lot without any green islands.

It is recommended that the City Council adopt Option #3 for the following reasons:

- a. It is the least costly of the options that conform to the city's minimum standards for the development of commercial parking lots
- b. Although it has the least amount of parking, it still accommodates normal and expected parking demand for the library. Overflow and special event parking is available at the municipal parking lot across Main Street from the library
- c. It affords the City Council the most flexibility for alternative future uses of the land
- d. All of the options will improve the marketability of the unused/vacant space in the library building; but Option 3 appears seems to provide the greatest amount of enhancement for the least cost.

PRIOR COUNCIL ACTION: No prior formal action; but the City Council gave informal inputs to staff at their March 4, 2019 study session.

POTENTIAL OBJECTIONS: Objections would likely focus on what has *not* been included in the recommended option: new sidewalks from the side streets down to the parking level, no upgrades to the east one-third of the parking lot adjacent to MLK Blvd., lighting of green space tracts, and removal of the loading dock.

INPUT FROM OTHER SOURCES: Staff plans a meeting with Library leadership on March 29 to go over details of the options presented to the City Council.

STAFF REFERENCES: Gregg Zientara, CFO; Matt Newell, Director of Public Works

BUDGET/TIME IMPLICATIONS: Options 2, 3 and 4 can all be financed from library lease revenues, including HVAC repairs, with funds left over for other future costs associated with ownership and operation of the building. A cost analysis, including financing, is included in the attached power point.

ATTACHMENTS: Power Point presentation
Letter from Johnson Controls
Professional Services Agreement with Massie Massie & Associates



City of Decatur Library Parking Lot

Options

- ***Option 1 – original design / November 2018 / cost \$1.87 million***
- ***Option 2 – post study session / March 14 / cost \$1.22 million***
- ***Option 3 – post study session / March 27 / cost \$1.15 million***
- ***Option 4 – pave over / cost \$0.90 million***



City of Decatur Library Parking Lot

Further options

- ***1 option NE corner greenspace – additional \$40,000***
- ***2 option East side full greenspace – additional \$120,000***
- ***Eliminate east-west sidewalks adjacent to large green space tracts
- save \$30,000 - \$50,000, depending on alternate selected***
- ***Leave loading dock “as-is” – indeterminate cost savings***

Option 1

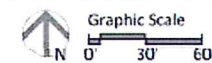
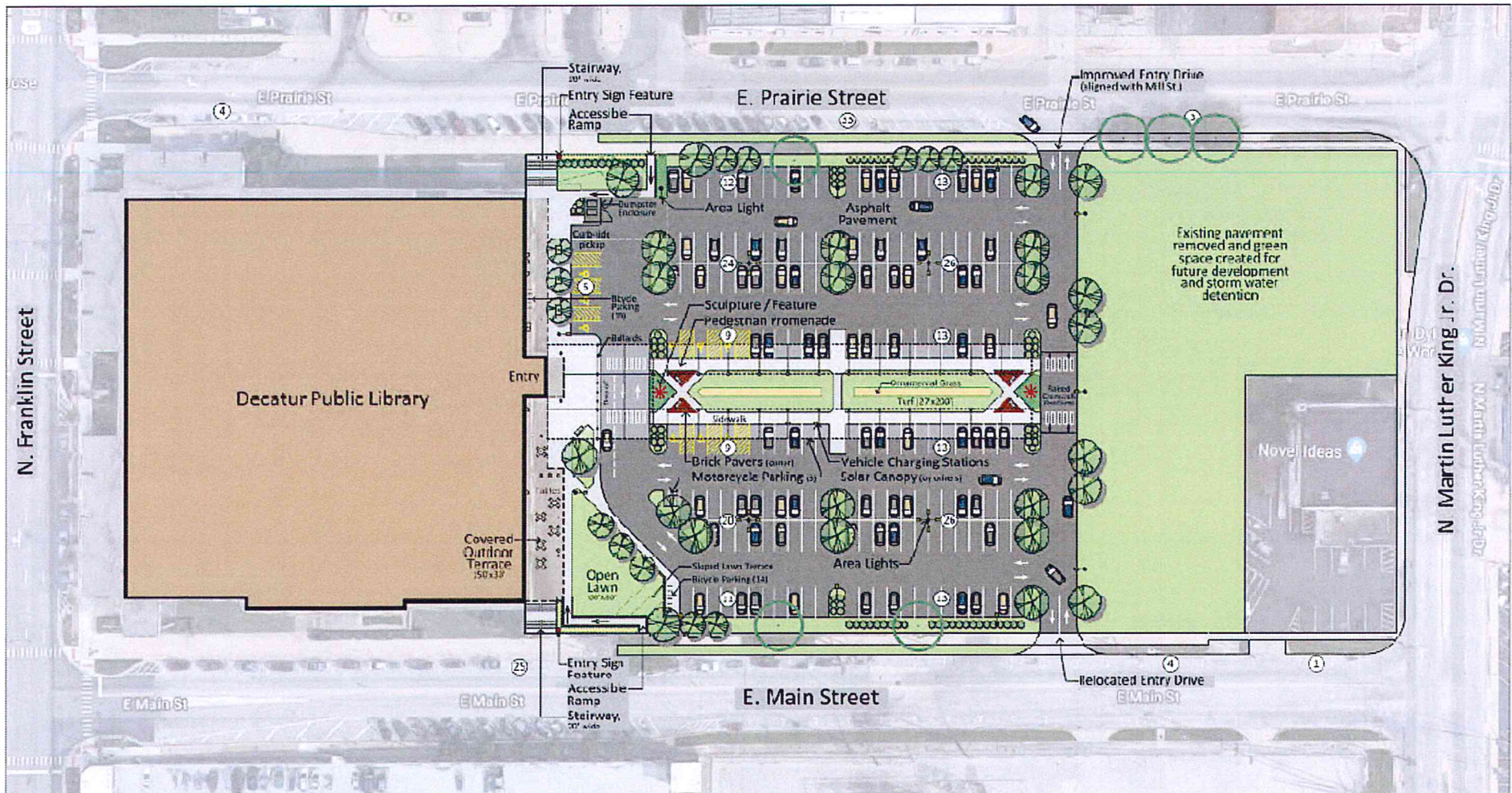
Decatur Public Library

Total Parking Count

• 194 parking spaces (including 9 handicap spaces)

Total Parking Count - Adjacent Streets

• 70 parking spaces (including handicap spaces)
• 40 spaces on south side of Prairie St. / 30 spaces on north side of Main St.



November 2018
Massie Massie + Associates

Option 2

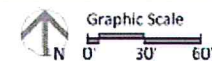
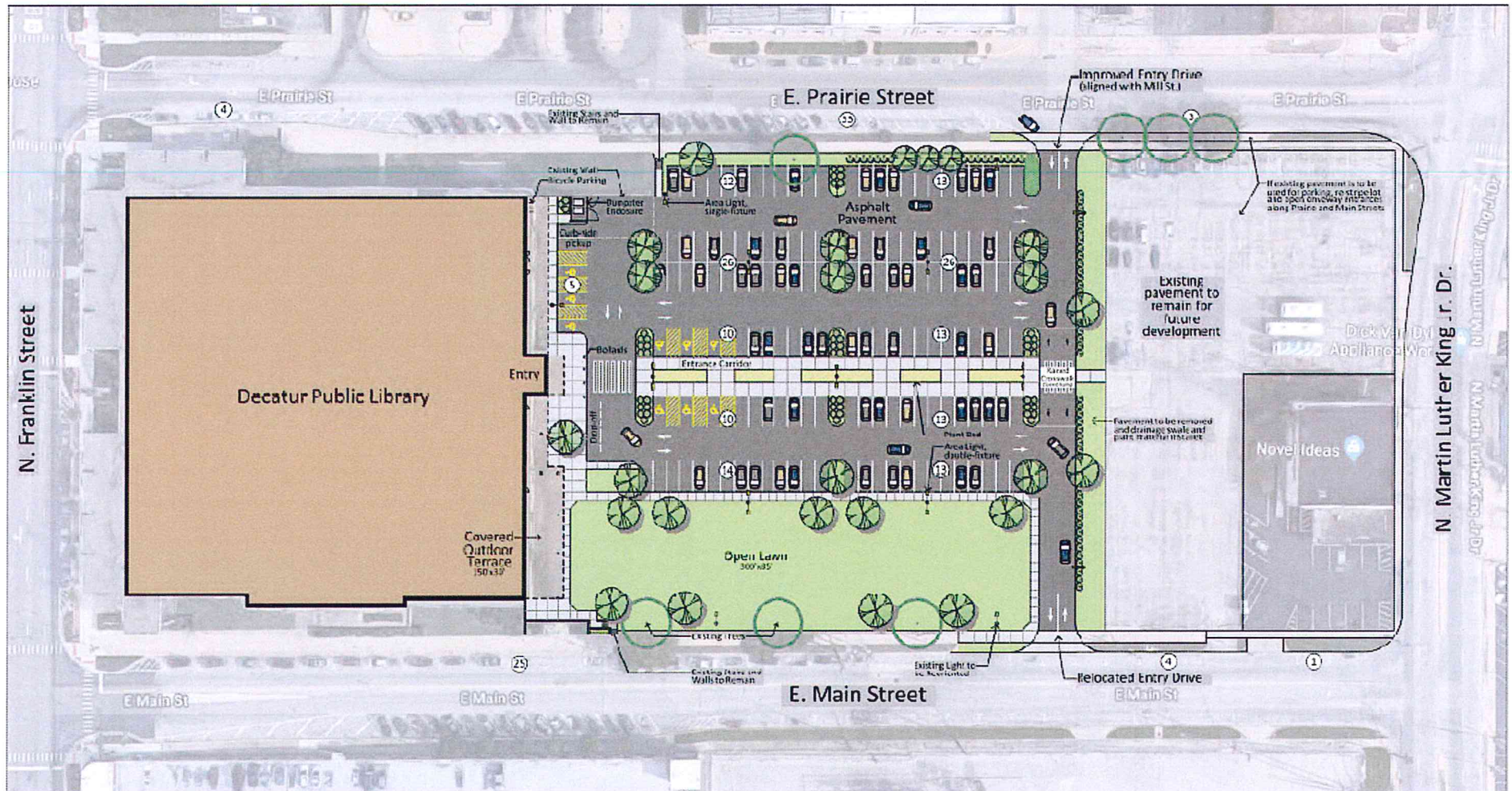
Decatur Public Library

Total Parking Count

- 155 parking spaces (including 9 handicap spaces)
- 100 potential parking spaces (in existing paved area east of improvements)

Total Parking Count - Adjacent Streets

- 70 parking spaces (including handicap spaces)
- 40 spaces on south side of Prairie St. / 30 spaces on north side of Main St.



March 14, 2019
Massie Massie + Associates

Option 3

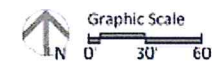
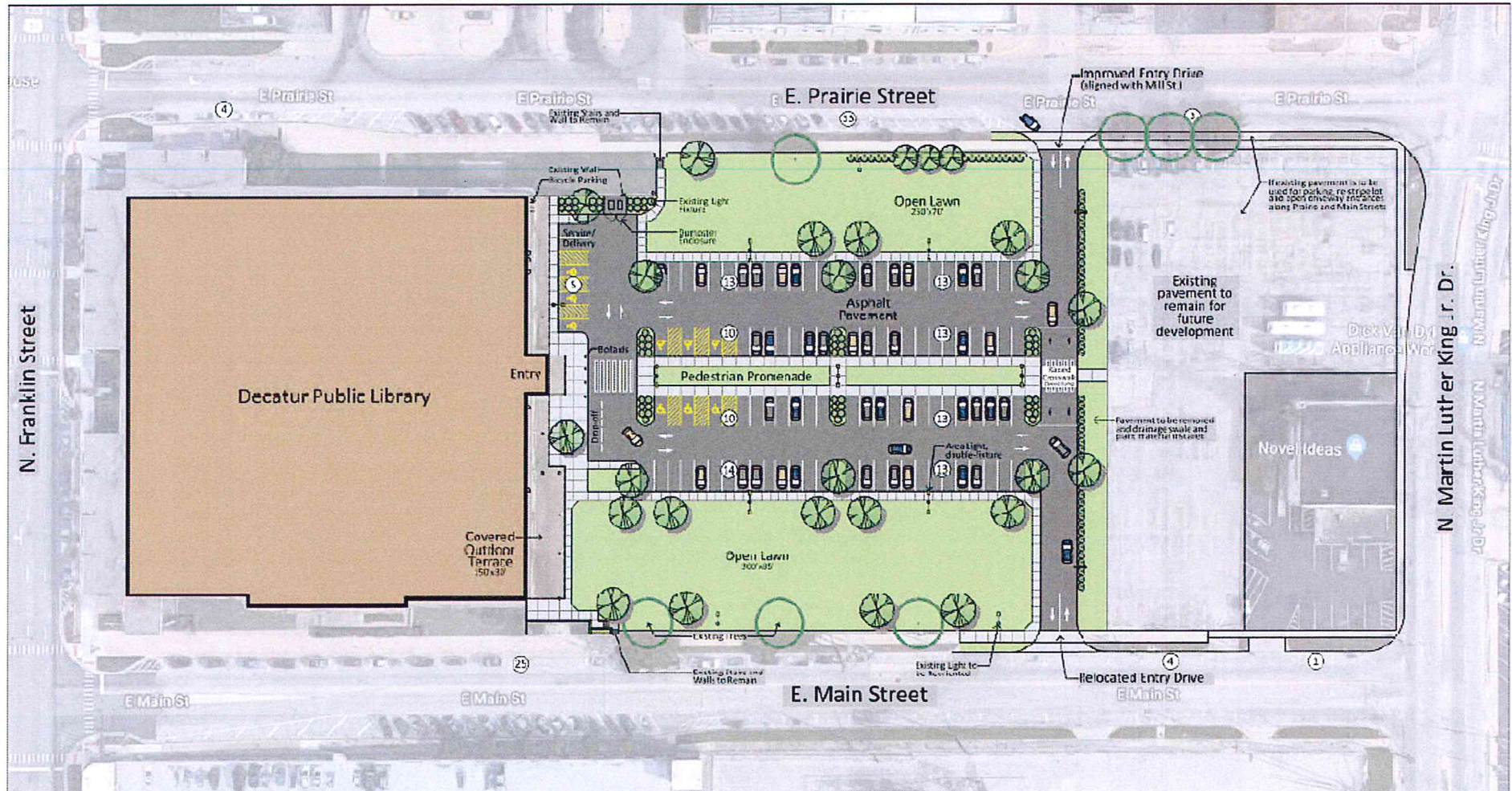
Decatur Public Library

Total Parking Count

- 104 parking spaces (including 9 handicap spaces)
- 100 potential parking spaces (in existing paved area east of improvements)

Total Parking Count - Adjacent Streets

- 70 parking spaces (including handicap spaces)
- 40 spaces on south side of Prairie St. / 30 spaces on north side of Main St.



March 27, 2019
Massie + Associates

Option 3.1

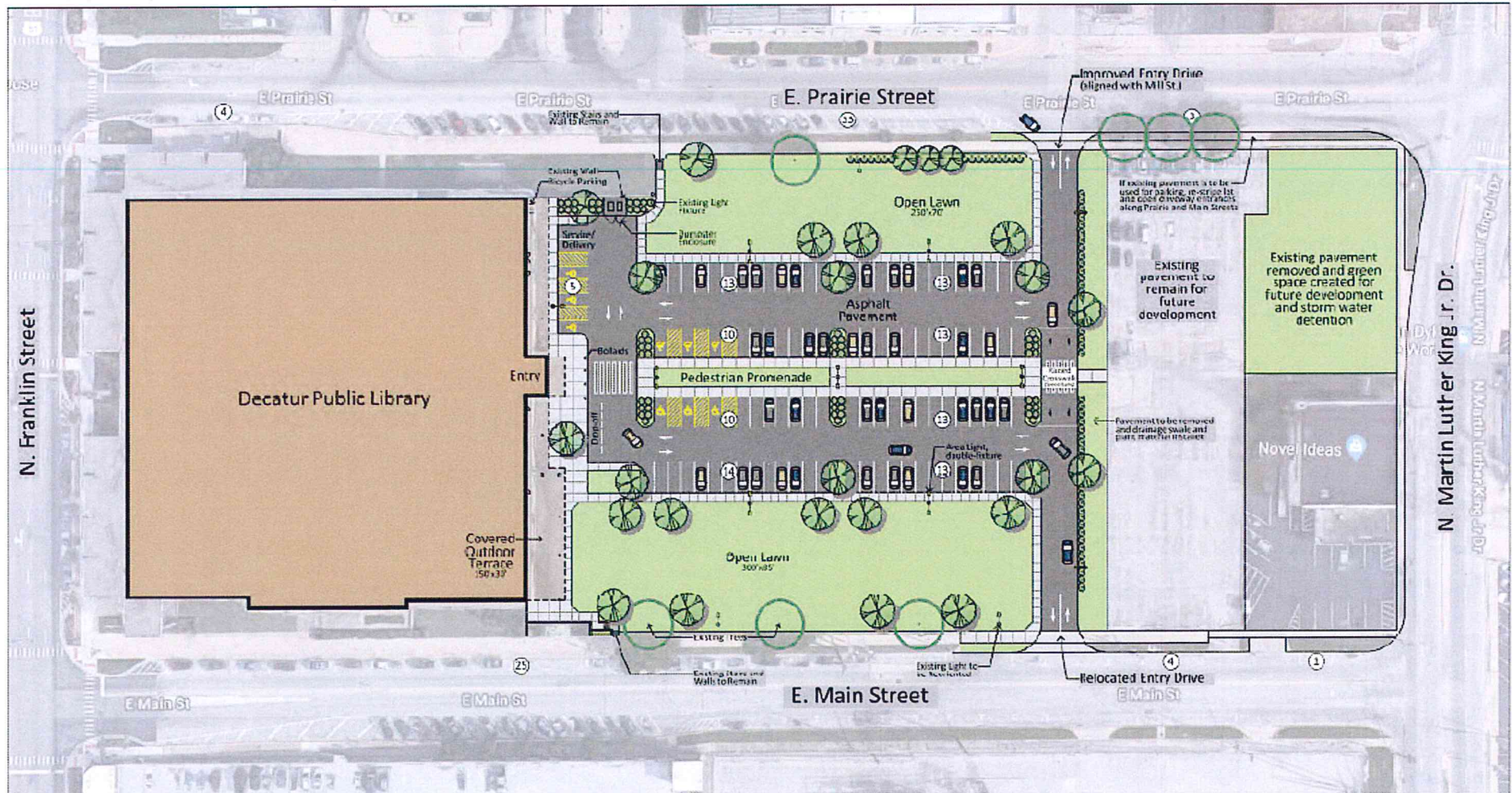
Decatur Public Library

Total Parking Count

- 104 parking spaces (including 9 handicap spaces)
- 65 potential parking spaces (in existing paved area east of improvements)

Total Parking Count - Adjacent Streets

- 70 parking spaces (including handicap spaces)
- 40 spaces on south side of Prairie St. / 30 spaces on north side of Main St.



Option 3.2

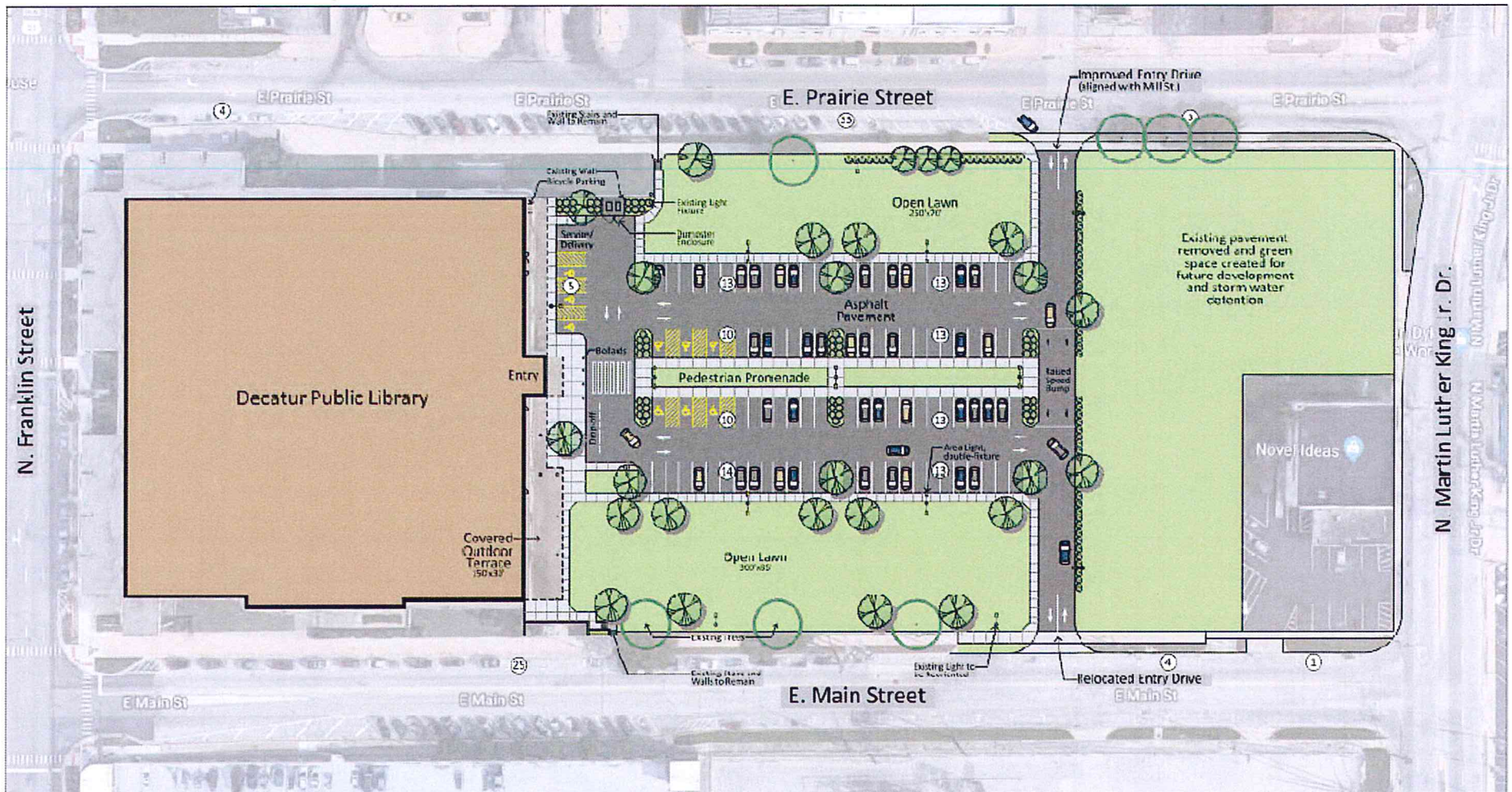
Decatur Public Library

Total Parking Count

- 104 parking spaces (including 9 handicap spaces)

Total Parking Count - Adjacent Streets

- 70 parking spaces (including handicap spaces)
- 40 spaces on south side of Prairie St. / 30 spaces on north side of Main St.



March 27, 2019
Massie + Associates

Option 4

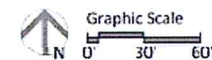
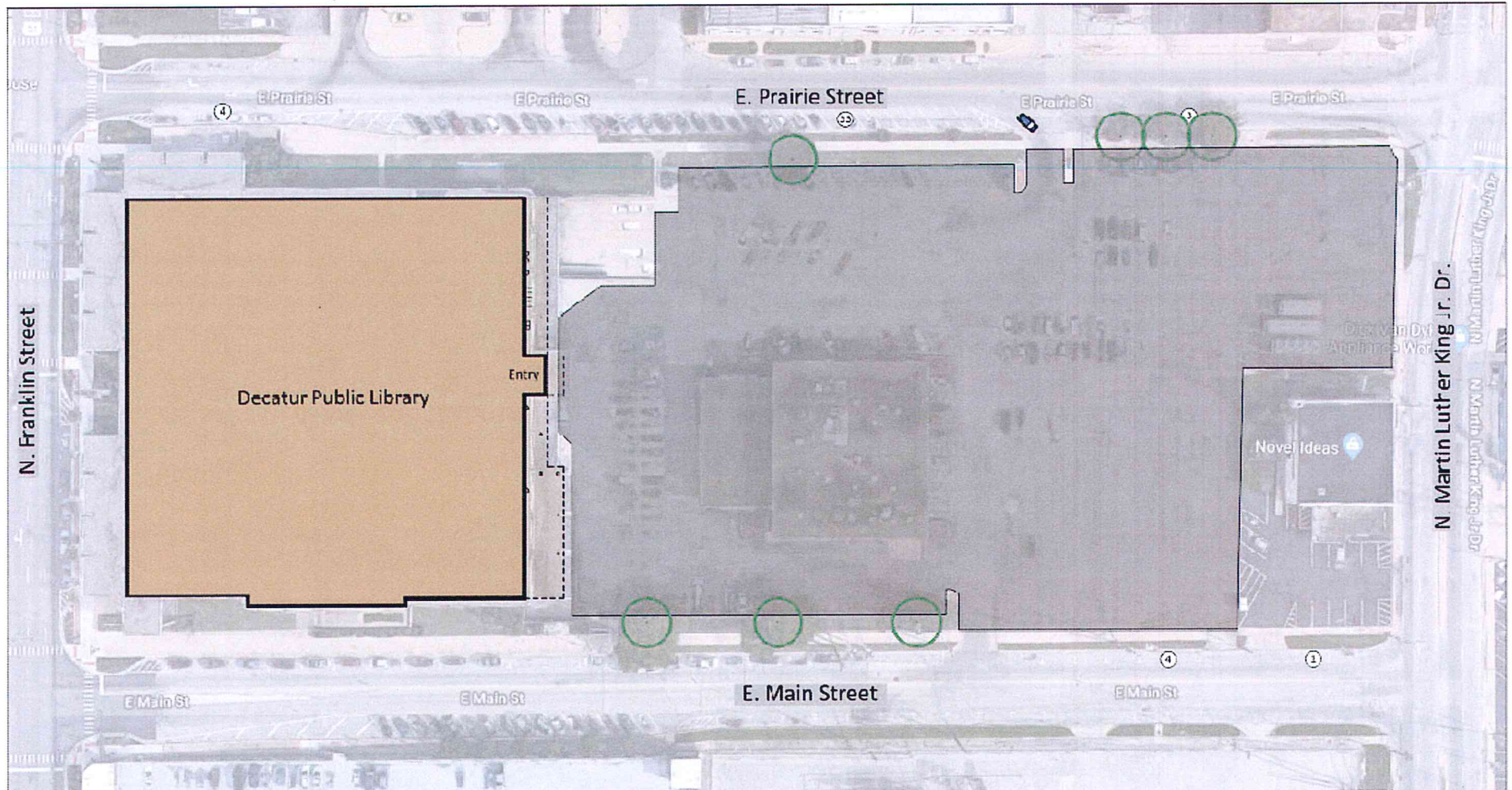
Decatur Public Library

Total Parking Count

- 379 parking spaces (including handicap spaces)

Total Parking Count - Adjacent Streets

- 70 parking spaces (including handicap spaces)
- 40 spaces on south side of Prairie St. / 30 spaces on north side of Main St.



March 27, 2019
Massie Massie + Associates



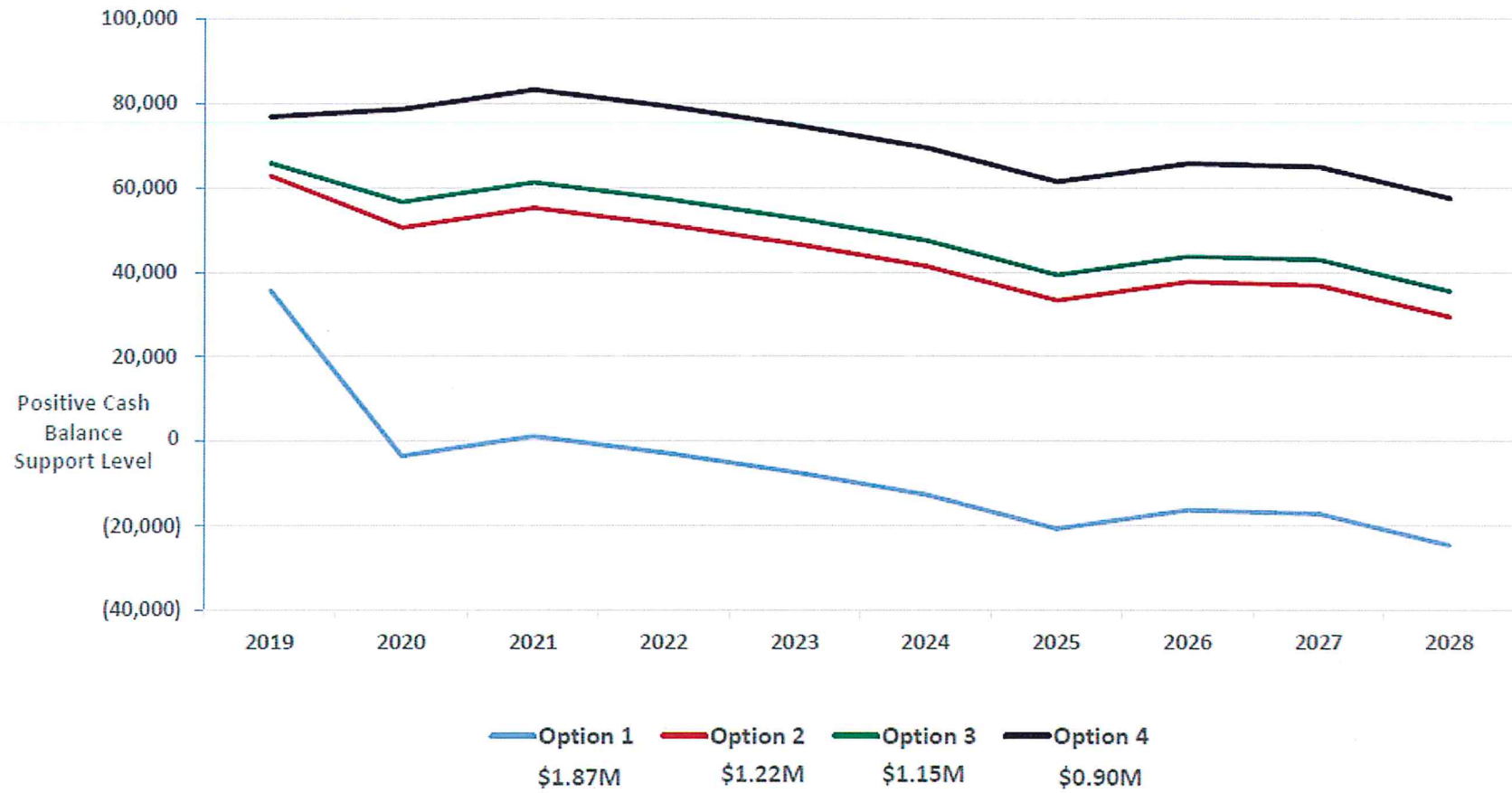
City of Decatur Library Parking Lot

Parking Space Availability

- ***Daily typical library parking usage is > 100 spaces***
- ***City Building Code would require 362 spaces***

	<i>Current</i>	<i>Concept A</i>	<i>Concept B</i>	<i>Concept C</i>
<i>In Lot</i>	309			
<i>New Lot</i>		194	155	104
<i>On Street</i>	70	70	70	70
<i>East End Lot</i>			100	100
<i>Total</i>	379	264	325	274

Net Revenue after Operating Costs





City of Decatur Library Parking Lot

Building Fund Cash Flow

\$(000)	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
year	1	2	3	4	5	6	7	8	9	10
Revenue	595	595	605	610	611	611	611	622	627	627
Expense	479	438	444	453	458	464	472	478	484	492
Surplus	116	157	161	157	153	147	139	144	143	135
Open Cash	114	230	387	548	705	858	1,005	1,144	1,288	1,431
End Cash	230	387	548	705	858	1,005	1,144	1,288	1,431	1,566



City of Decatur Library Parking Lot

Cash Position with Financing Scenarios

	Budget 2019	Projection 2020	Projection 2021	Projection 2022	Projection 2023	Projection 2024	Projection 2025	Projection 2026	Projection 2027	Projection 2028
Option 1										
\$1.87 M 15 yr term										
Opening cash	114,165	149,939	146,432	147,561	144,786	137,418	124,759	104,010	87,671	70,483
in period Surplus	115,774	156,493	161,129	157,225	152,632	147,341	139,251	143,661	142,812	135,365
Debt P+I Payment	80,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000
Ending cash	149,939	146,432	147,561	144,786	137,418	124,759	104,010	87,671	70,483	45,848
Option 2										
\$1.22 M 15 yr term										
Opening cash	114,165	176,939	227,432	282,561	333,786	380,418	421,759	455,010	492,671	529,483
in period Surplus	115,774	156,493	161,129	157,225	152,632	147,341	139,251	143,661	142,812	135,365
Debt P+I Payment	53,000	106,000	106,000	106,000	106,000	106,000	106,000	106,000	106,000	106,000
Ending cash	176,939	227,432	282,561	333,786	380,418	421,759	455,010	492,671	529,483	558,848
Option 3										
\$1.15 M 15 yr term										
Opening cash	114,165	179,939	236,432	297,561	354,786	407,418	454,759	494,010	537,671	580,483
in period Surplus	115,774	156,493	161,129	157,225	152,632	147,341	139,251	143,661	142,812	135,365
Debt P+I Payment	50,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Ending cash	179,939	236,432	297,561	354,786	407,418	454,759	494,010	537,671	580,483	615,848
Option 4										
\$0.90 M 15 yr term										
Opening cash	114,165	190,939	269,432	352,561	431,786	506,418	575,759	637,010	702,671	767,483
in period Surplus	115,774	156,493	161,129	157,225	152,632	147,341	139,251	143,661	142,812	135,365
Debt P+I Payment	39,000	78,000	78,000	78,000	78,000	78,000	78,000	78,000	78,000	78,000
Ending cash	190,939	269,432	352,561	431,786	506,418	575,759	637,010	702,671	767,483	824,848

Mr. Gregg Zientara
City of Decatur, Finance Director
1 Gary K Anderson Plaza
Decatur, IL 62523

Dear Mr. Zientara:

The Johnson Controls Performance Infrastructure Team would like to extend a sincere *Thank You* for the opportunity to work with the City of Decatur to provide efficiency improvements in order to reduce energy and operational costs with guaranteed results.

In the recent months, our team has identified several areas within the Library's air handling, heating and cooling systems that are past their useful life per ASHRAE standards and are showing signs of potential failure. It is our professional opinion that many of these improvements need to be completed soon in order to provide the patrons and staff a safe and comfortable environment. These upgrades would consist of replacing the rusted out condensate drain pans, dampers, failed seals, replace approximately twelve (12) duct mounted reheat coils with Fan Powered Variable Air Volume-Reheat (FPVAV-RH) boxes, install new insulated panels to accommodate reduced coil and ventilation damper sizes, remove AHU components that no longer are required for the current operation and clean the air handling unit interior housing structure and disinfect. The existing Direct Digital control (DDC) system will be expanded to pick up the new FPVAV boxes as well as existing FPVAV boxes and include new programming to operate fewer supply and return fans with lead/lag control. The heating system would be upgraded with modifying boiler system and hot water circulating pumps to a primary/secondary loop system to allow for proper operation of the boilers and hot water loop temperatures. The current piping is incorrect and in turn, does not provide proper flow through the boilers which will lead to premature failure. The current configuration does not allow for optimum control of the hot water supply temperatures and as a result leads to increased energy costs. To further reduce energy costs, a small high efficiency fully condensing boiler needs to be installed to operate during the summer to provide proper dehumidification to the library space and reduce energy usage.

Based on our brief initial analysis, we estimate by addressing the follow issues, the City will achieve excellent energy savings, increase the life of the existing equipment and take advantage of grant incentives. We estimate the cost to implement the improvements not to exceed \$244,000 to \$470,000 dollars. The reason for the wide range is because the City may determine they only want to do a portion of the needed improvements at this time.

With the Cities approval, we would like to move forward to complete the final engineering, costing, energy savings calculations, scope of work and identification of grant and rebate dollars in order to further define the project. In addition, we will provide a business case for this project for the City to analyze.

Our team looks forward to the opportunity to improve the energy and operational performance of the Library. If you have any additional questions, please feel free to contact me at 1 217 836 7932.

Sincerely,



Bruce Combs
Johnson Controls

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AGREEMENT WITH
MASSIE MASSIE AND ASSOCIATES FOR PROFESSIONAL SERVICES FOR THE
DECATUR PUBLIC LIBRARY PARKING LOT IMPROVEMENT PROJECT
CITY PROJECT 2019-05**

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

Section 1. That the Professional Services Agreement for the Decatur Public Library Parking Lot Improvement, presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and Massie Massie and Associates be, and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Massie Massie and Associates for a fee not to exceed \$35,308.

PRESENTED and ADOPTED this 1st day of April, 2019.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

Exhibit 1

CITY OF DECATUR
PROFESSIONAL SERVICES AGREEMENT
For
DECATUR PUBLIC LIBRARY PARKING LOT IMPROVEMENTS
CITY PROJECT 2019-05

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

Massie Massie and Associates
1210 S. 5th Street
Springfield, IL 62703

("Professional Service Provider"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

The professional services obtained by the City under this Agreement concern the Project ("Project") as set forth in the attached as Exhibit "A", incorporated herein by reference and made a part of this Agreement. Where discrepancies exist in scope of service or other matters, information in Exhibit "A" shall take precedence and prevail.

SECTION I. GENERAL

- A. PROFESSIONAL SERVICE PROVIDER. The Professional Service Provider shall provide professional services for the City in all phases of the Project, serve as the City's professional representative for the Project as set forth herein and shall give professional consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Professional Service Provider in accordance with generally accepted Engineering standards.
- B. NOTICE TO PROCEED. The Professional Service Provider shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed for that Phase, as shown in Exhibit B.
- C. TIME. The Professional Service Provider shall begin work on each successive phase within thirty (30) days after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project so as to complete each phase within the time limits set forth in Exhibit C; Project Timeline.
- D. CITY'S REPRESENTATIVE. The City's representative to the Professional Service Provider shall be the City Engineer or the City Engineer's designee as set forth in the Notice to Proceed for each phase of work.
- E. EXTRA WORK AND CHANGE ORDERS. The Professional Service Provider shall only perform the work authorized by this contract and defined in the Scope of Work (attached hereto, marked Exhibit A, incorporated by reference herein and made a part of this Agreement). Should the size or complexity of the project exceed the amount of work contemplated by this contract or defined in the Scope of Work, the Professional Service Provider shall obtain written authorization in the form of a Change Order from the City's Representative, to perform extra work before such work is actually performed. A Change Order form is included in this Agreement as Exhibit D. The cost to perform any

work prior to written authorization shall be paid exclusively by the Professional Service Provider and shall not be reimbursed by the City.

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

SECTION II. BASIC SERVICES

A. FINAL DESIGN PHASE.

The Professional Service Provider shall, after written authorization to proceed with the Final Design Phase:

1. Drawings and Specifications. Utilizing and using the preliminary design documents and preliminary design opinion of probable Project costs as approved by the City's Representative, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project ("Drawings") and specifications (Specifications"). The Specification shall consist of Part 3 "Technical Specifications" of the City's standard Capital Improvement Construction Contract (CICC). Specific requirements of the aforementioned Drawings and Specifications are included in Exhibit A, Scope of Services.
2. Approvals of Governmental Entities. Furnish to the City's Representative such documents and design data as may be required for, and assist in the preparation of, the required documents so that the City may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
3. Adjusted Project Costs. Advise the City's Representative of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. Project Costs include construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and allowances for compensation for damages to properties and interest and financing charges.
4. Contract Document Preparation. Complete preparation of the construction contract documents by filling in the necessary information in Parts I, II, and IV of the City's standard CICC. The Professional Service Provider shall prepare Part 3 "Technical Specification" of the CICC for inclusion in the standard construction contract. The Professional Service Provider shall not alter the City's standard contract document without the permission of the City's Representative. The City's Representative may provide the Professional Service Provider with previously prepared Technical Specifications which may be used as appropriate. The Professional Service Provider shall, to the maximum extent possible, follow the formats for Technical Specifications as provided by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the CICC in the number and format specified in Exhibit A, Scope of Work and present and review the CICC in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.

6. Completion Time. The Final Drawings and Specifications shall be completed, submitted and approved by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

B. BIDDING PHASE.

The Professional Service Provider shall, after written authorization to proceed with the Bidding Phase:

1. Assist in Bidding. Assist the City's Representative in obtaining bids for each separate City contract for construction, materials, equipment and services for the Project.
2. Advise Regarding Contractors and Subcontractors. Consult with and advise the City's Representative as to the acceptability of subcontractors and other persons and organizations proposed by the City's Contractors, ("Contractors"), for those portions of the work as to which such acceptability is required by the bidding documents.
3. Consult Regarding Substitutes. Consult with and advise the City's Representative as to the acceptability of substitute materials and equipment proposed by the Contractors when substitution prior to the award of contracts is allowed by the bidding documents.
4. Respond to Questions from Bidders. Receive and respond to questions from prospective bidders during the bidding period. All responses shall be written and shall be provided to all plan holders as listed on the Plan Holder List. Questions received five (5) business days before the bid opening shall be answered. Questions received between four (4) and two (2) business days before the bid opening may be answered provided that a means exists to communicate the answer in writing to all the bidders. Questions received one (1) business day before or on the day of the bid opening shall not be answered. Answers to questions should be distributed to bidders by email, however if a bidder does not have email service the documents may be transmitted by fax.
5. Tabulate and Evaluate Bids, Recommend Award. Prepare and provide to the City's Representative a bid tabulation which shall consist of a listing of all pay items in the contract documents, a listing of the Professional Service Provider's Opinion of Probable Costs, and a listing of the bids for each of the pay items submitted by each of the bidders. The Professional Service Provider shall tabulate the bids on an electronic spreadsheet form provided by the City's Representative. The Professional Service Provider shall assist the City's Representative in evaluating bids or proposals and in assembling and awarding contracts. The Professional Service Provider shall check the bidder's references and performance on prior projects. Based on the Professional Service Provider's evaluation of the bids and the qualifications of the bidders, the Professional Service Provider shall provide to the City's Representative a written recommendation for award of the contract to one of the bidders or recommend other action as may be appropriate. The final selection of the Construction Contractor is the sole responsibility of the City Council.
6. Completion Time. Complete the bidding phase and prepare and submit the recommendation to the City's Representative for the award of the Contract (s) within the time period set forth in Exhibit C, Project Timeline.

C. CONSTRUCTION INSPECTION PHASE.

The Professional Service Provider shall, after written authorization to proceed with the Construction Inspection Phase:

1. General Duties. The Professional Service Provider shall consult with and advise the City's Representative and act as its representative as provided herein and in the General Conditions of the construction contract for the Project. The primary responsibility of the Professional Service Provider in this phase of the work shall be quality control inspection of the materials, construction methods and techniques to assure that the Contractor builds the project in accordance with the plans and specifications.
2. Construction Inspection and Reporting. The Professional Service Provider shall make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor and to determine in general if such work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the Professional Service Provider shall keep the City's Representative informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents. Formal notification of the progress of work shall be in the form of bi-weekly project progress meetings held between the Professional Service Provider, Contractor and City's Representative. Project schedule updates shall be submitted to the City's Representative in writing.
3. Review of Technical and Procedural Aspects. The Professional Service Provider shall review and approve (or take other appropriate action in respect to Shop Drawings, the results of tests and inspections and other data which each Contractor is required to submit, determine the acceptability of substitute materials and equipment proposed by the Contractor(s), and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s).
4. Contract Documents. The Professional Service Provider shall receive from each Contractor and review for compliance with contract documents all required document submissions including but not limited to Performance and Payment Bonds, certificates of insurance report forms required by any City, State or Federal law or rule or regulation and submit the forms to the City's Representative for final approval.
5. Contract Interpretation; Review of Quality of Work. The Professional Service Provider shall:
 - a. Issue all instructions of the City's Representative to the Contractor(s).
 - b. Issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required, subject to the City's Representative's approval.
 - c. Have authority, as a representative of the City, to require special inspection or testing of the work.
 - d. Act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make decisions on all claims of the Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
6. Authority and Responsibility. The Professional Service Provider shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job-site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids, and shall

have no duties or responsibilities imposed by the Structural Work Act upon the "owner" under that Act and shall not be the "person in control of work" within the meaning of that Act.

7. Professional Service Provider Not Responsible for Acts of Contractor. The Professional Service Provider shall not be responsible for the supervision or control of the acts or omissions or construction means, methods or techniques of any Contractor, or Subcontractor, or any of the Contractor(s)' or Subcontractors' agents or employees or any other person (except the Professional Service Provider's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in this contract shall be construed to release the Professional Service Provider from liability for failure to properly perform duties undertaken by him in these Contract Documents or this Agreement.
8. Completion Time. The Professional Service Provider shall complete the Construction Inspection Phase within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.
- B. FURNISH INFORMATION. Assist the Professional Service Provider by placing at the Professional Service Provider's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. FURNISH TECHNICAL INFORMATION. Furnish to the Professional Service Provider, as required for performance of the Professional Service Provider's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Professional Service Provider may rely upon in performing the Professional Service Provider's services.
- D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.
- E. ACCESS TO PROPERTY. Arrange for access to and make all provisions for the Professional Service Provider to enter upon public and private property as required for the Professional Service Provider to perform the Professional Service Provider's services.
- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Professional Service Provider, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Professional Service Provider.

- G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Professional Service Provider may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.
- I. NOTIFY THE PROFESSIONAL SERVICE PROVIDER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Professional Service Provider whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Professional Service Provider's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Professional Service Provider each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Professional Service Provider shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Professional Service Provider.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Professional Service Provider in connection with this Project are public documents and, upon payment to the Professional Service Provider, shall remain the property of the City whether the Project is completed or not.
- C. ESTIMATES OF COST (COST OPINION). Since the Professional Service Provider has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Professional Service Provider's experience and qualifications, but the Professional Service Provider does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
1. Requirement. During the term of this Agreement, at its own cost and expense, the Professional Service Provider shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
 3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties

on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.

4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Professional Service Provider shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Professional Service Provider shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Professional Service Provider shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
 - a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.
 - f. Limits of liability of such policies and date of expiration of policies.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.
7. Types and Limits of Insurance. The Professional Service Provider shall provide the following:
 - a. Workers' Compensation:

Coverage A: Statutory Limits
Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
 - b. General Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

Personal Injury Liability coverage.
 - c. Automobile Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.

- d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Professional Service Provider shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Professional Service Provider will be held solely responsible for the amount of such deductible and for any co-insurance.
8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Professional Service Provider.

E. TERMINATION

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

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

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

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

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

J. HOLD HARMLESS. Professional Service Provider shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall

indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Professional Service Provider in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Professional Service Provider or its subcontractors.

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

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

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

provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.

- P. The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Professional Service Provider for all services rendered under Section II Phases A through F an amount based on Standard hourly Rates for services rendered by principals and employees assigned to the Project.

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

- B. SUBCONSULTANT. The City shall pay the Professional Service Provider for services and reimbursable expenses of subconsultants engaged by the Professional Service Provider with the approval of the City's Representative, the amount billed by the Subconsultant to the Professional Service Provider times an approved multiplier of 10%.

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

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

D. PAYMENT FOR WORK COMPLETED

1. Monthly progress payments may be requested by the Professional Service Provider for work satisfactorily completed and shall be made by the City to the Professional Service Provider as soon as practicable upon submission of statements requesting payment by the Professional Service Provider to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Professional Service Provider prefers, the Invoice Data sheet may serve as the Professional Service Provider's invoice.
2. The Professional Service Provider shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Professional Service Provider shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Professional

Service Provider may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.

3. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Professional Service Provider under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Professional Service Provider and supplemented or accompanied by such supporting data as may be required by the City's Representative.
 4. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
 5. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Professional Service Provider shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
 6. The Professional Service Provider and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Professional Service Provider for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Professional Service Provider also will be reimbursed for the charges of independent professional associates and consultants employed by Professional Service Provider to render Basic Services, and paid for services rendered during that phase on the basis of Professional Service Provider's Standard Hourly Rates times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Professional Service Provider's principals and employees engaged directly on the Project. In the event of any such termination, Professional Service Provider will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this _____ day of _____, 2019

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Professional Service Provider Firm

By: 



December 5, 2018

Mr. Matt Newell, Director of Public Works
Mr. Paul Caswell, City Engineer
Mr. Don Cisco, Supervisor of Technical Services
Municipal Center - 1 Gary Anderson Plaza
Decatur, IL 62526

Subject: Decatur Library Block, Construction Documents

Gentlemen:

Massie Massie + Associates is pleased to provide this proposal to the City of Decatur for preparing the Construction Documents for development of the Decatur Library Block in downtown Decatur, IL. Based on the 11-27-2018 conference call with you and Neil Brumleve from MMA, we are proposing to prepare the Construction Documents needed to implement the Concept Plans that we recently completed for the city.

As discussed during your call, the Construction Documents will be prepared as a collaboration between Decatur engineering staff and our MMA staff. Together we will work to formulate the plans and prepare the documents needed to competitively bid the project and manage its construction. The following outlines the tasks that each entity will ultimately provide.

CONSTRUCTION DOCUMENTS

MMA Office

1. Meet with City Staff to evaluate the current Concept Plan and determine if any revisions are needed, based on available funding and other considerations. Make revisions in plans and associated budget estimates as needed. Three (3) meetings are anticipated.
2. Prepare plans, details and any special provisions needed for the following.
 - Site demolition and disposal of materials
 - Preliminary site grading plans for use by Decatur Staff
 - Control points and layout of improvements
 - Site improvements, details, elements
 - Pavement finishing (coloring, scoring, tooling, striping) and special pavement design
 - Street trees and other planting
 - Water service locationsCoordinate with City staff and meet three (3) times during plan development.
3. Utilizing a structural engineer consultant, develop plans for library wall removal, retaining wall design, and review of various foundations.
4. Provide final plans, details, special provisions, quantities and cost estimates for MMA-designed project components.

MassieMassie+Associates

Landscape Architecture and Land Planning
1210 South 5th St. Springfield, Illinois 62703
217-544-3210 Massie-Massie-Associates.com

Decatur Engineering Staff

1. Survey the site for existing topography and spot elevations, improvements, above and below ground utilities, sidewalks, surrounding streets and other right-of-way features.
2. Prepare plans, details and any special provisions needed for the following.
 - Erosion control
 - Storm water collection
 - Site grading (plans and spot elevations)
 - Electric service
 - Driveways, parking, sidewalks, other pavement
3. Obtain erosion control permit.

BIDDING PHASE

MMA Office

1. Answer questions during bidding process.
2. Attend pre-bid meeting.

Decatur Engineering Staff

1. Compile project plans and project manual.
2. Advertise for bids and hold pre-bid meeting as desired.
3. Field questions from bidders.
4. Award contract.

CONSTRUCTION ADMINISTRATION

MMA Office

1. Review contractor submittals as determined by City Staff.
2. Provide information during construction as requested by City Staff.
3. Provide four (4) on-site visits and reports during construction including substantial completion inspection and punch list. Chastain to provide two (2) on-site visits for structural observation.

Decatur Engineering Staff

1. Provide construction phase management and administration.
2. Coordinate with MMA as needed.

ESTIMATED TIME AND FEES

MMA proposes to commence the above scope of services upon execution of the attached professional services agreement. Services are expected to be completed within the timeframe provided as a separate document. The fees for service will be based on a time and expense basis and will not exceed \$ 35,308.00 without authorization from the City.

If the above meets your approval, this proposal and associated attachments provided hereto, can be attached to the professional services agreement. Thank you for the opportunity to work with you on this project.

Sincerely,



Sue Massie
President

Engineering Hour Estimate

project name: Decatur Library Parking Proposalbid no.: _____ by: KEBdate: December 5, 2018

Total Hour Estimate: _____

project name: Decatur Library Parking Proposal

project no.: _____

date: December 5, 2018Total Cost: \$9,438

LABOR

Total Hours: 61phase: Design Phase

No.	Task	KB			BK			Design Phase		
		Structural Engineer	Project Eng.	Engineer	Project Engineer	CADD	CAD Equip.	Proj. Admin	Land Surveyor	Task Dollars
1.	Review Available Documents/QA/QC	\$165.00				\$118.50	\$18			\$660
2.	Wall Removal North and South End	4.00								\$660
3.	Wall Mod./Ret. Walls	3.00				10.00	10.00			\$1,860
4.	Ramp Walls North / South End Review	6.00				12.00	12.00			\$2,628
5.	Stairs North and South End Review	6.00								\$990
6.	Light Pole Foundations review	4.00								\$660
7.	Dumpster Enclosure Fdn Review	2.00								\$330
8.	Bidding Phase	2.00								\$330
9.	Submittal Review	2.00								\$330
10.	Two site visits	8.00								\$1,320
11.										\$0
12.										\$0
13.										\$0
14.										\$0
15.										\$0
16.										\$0
Sub-Total Hours		39	0	0	0	22	22	0	0	\$9,438

Total Hours: 61phase: Design Phase

project no.: _____

date: December 5, 2018Total Cost: \$0Total Hours: 0phase: Design Phase

EQUIPMENT

No.	Task	Survey			GPS			Total Station			Leica Scanner			CAD			Task Dollars			Task Hours		
		Truck	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.	Review Available Documents/QA/QC	0.00																				
2.	Wall Removal North and South End	0.00																				
3.	Wall Mod./Ret. Walls	0.00																				
4.	Ramp Walls North / South End Review	0.00																				
5.	Stairs North and South End Review	0.00																				
6.	Light Pole Foundations review	0.00																				
7.	Dumpster Enclosure Fdn Review	0.00																				
8.	Bidding Phase	0.00																				
9.	Submittal Review	0.00																				
10.	Two site visits	0.00																				
11.		0.00																				
12.		0.00																				
13.		0.00																				
14.		0.00																				
15.		0.00																				
16.		0.00																				
Sub-Total Hours		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0	22.00	\$0	0.00	22.00	\$0

Project: DECATUR LIBRARY BLOCK ENHANCEMENTS - CDs
City of Decatur, IL

Estimate of Time and Fees

12/6/2018

Concept Revisions	Meet with City Staff - 3 meetings anticipated Evaluate Concept Plan Refine and revise Concept Plan, cost estimates	#1	#2	28	0	Assistant to L.A.
CDs	Prepare plans, details, special provisions Submittals/meetings - 3 anticipated Coordinate final documents Coordination w/City Staff	16	8	112		80
Bidding Phase	Assist with Bidding Answer questions Attend Pre-bid Meeting	2	0	8		0
Construction Phase	Assist with Construction Phase Review contractor submittals Answer RFIs Provide 4 on-site visits and reports/punchlists	6	0	32		0
	Total Hours	28	8	180		80
	Standard Hourly Rates	\$ 120.00	\$ 120.00	\$ 90.00	\$	\$ 60.00
	Extension	\$ 3,360.00	\$ 960.00	\$ 16,200.00	\$	\$ 4,800.00

DIRECT EXPENSES

Travel: 11 round trips, 100 mi.@0.50/mi.

\$ 550.00

Chastain Engineers/structural engineering services

\$ 9,438.00

\$ 9,988.00

TOTAL Estimated Cost @25,320.00 + \$ 9,988 = \$ 35,308.00



CITY OF DECATUR ILLINOIS

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

Notice to Proceed

TO:	
City Project Name:	
City Project Number:	
City Project Phase:	

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

The City Representative for this Phase of work is _____.

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

CITY OF DECATUR, IL

BY: _____

(City Engineer)

Dated this ____ day of _____, 20____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

BY: _____

(Signature)

(Title)

Dated this ____ day of _____, 20____.

EXHIBIT C

PROJECT TIMELINE

Contract Documents phase of service will be completed within two (2) months subject to timely review by the City.

Bidding and Construction phases of service will be determined by the City.



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

Change Order

Date: _____
 Request No. _____ ☐ Final
 Professional
 Service _____
 Address: _____

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

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

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

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

State fully the nature and reason for the change order _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/27/2019

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

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

PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	1-800-527-9049	CONTACT NAME: Audrey McNeill PHONE (A/C, No, Ext): 800-527-9049 E-MAIL: ADDRESS:	FAX (A/C, No):
INSURED Massie Massie & Associates Inc 1210 S. 5th Street Springfield, IL 62703		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: TRAVELERS IND CO	25658
		INSURER B: TRAVELERS PROP CAS CO OF AMER	25674
		INSURER C: PHOENIX INS CO	25623
		INSURER D: TRAVELERS CAS & SURETY CO OF AMER	31194
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 55744183

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:			6801H785080	08/28/18	08/28/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA5935L155	08/28/18	08/28/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N/A		UB8K602924	08/28/18	08/28/19	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Claims Made			106654542	01/13/19	01/13/21	Each Claim 1,000,000 Aggregate 1,000,000

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

Project: Decatur Library Block Improvements

CERTIFICATE HOLDER**CANCELLATION**

Municipal Center 1 Gary Anderson Plaza Decatur, IL 62526 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Paula Anderson</i>
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EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

Exhibit G

PROFESSIONAL SERVICE PROVIDER'S DISCLOSURE AFFIDAVIT

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

STATE OF _____)
) ss.
 COUNTY OF _____)

SECTION I. BUSINESS STATUS STATEMENT

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

A. _____ (Hereinafter "Professional Service Provider") is
 a:

Company Name

(Place mark in front of appropriate type of business)

 X Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

_____ Limited Liability Corporation (if an LLC, complete C)

_____ Individual Proprietorship (if an Individual, complete D)

Professional Service Provider's Federal Tax Identification Number is 37-1218974.

B. CORPORATION

The State of Incorporation is Illinois

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
Name _____	Company Address, Principal Office _____
Address _____	City, State, Zip _____
City, State, Zip _____	Telephone _____ Facsimile _____
Telephone _____	Website _____

The corporate officers are as follows:

President: Sue Massie

Vice President: _____

Secretary: Sue Massie

C. PARTNERSHIP OR LLC

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

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

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

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

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

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

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

Check One:

_____ Others Interested in Contract X None

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

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

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

PROFESSIONAL SERVICE PROVIDER

Signature

Sue Massie
Printed Name

President
Title

SUBSCRIBED and SWORN to before me this ____ day of _____, 20__.

Notary Public

Exhibit H		
STANDARD HOURLY RATES OF THE PROFESSIONAL SERVICE PROVIDER		
As of the date of this contract.		
Project Name: Decatur Library Parking Lot Improvements		
Professional Service Provider: Massie Massie & Associates, Inc.		
Classification	Minimum	Maximum
Sr. Planner / Landscape Architect	\$120/hr.	\$120/hr.
Planner / Landscape Architect	\$90/hr.	\$90/hr.
Assistant to Landscape Architect	\$60/hr.	\$60/hr.
Structural Engineer		

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Professional Service Provider Name
&Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:
To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

\$

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

Professional Service
Provider's Signature:

Title:

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description	Type
City Plan Commission Minutes of February 7, 2019	Backup Material
Zoning Board of Appeals Minutes of February 14, 2019	Backup Material

**MINUTES OF THE MEETING
OF THE
DECATUR CITY PLAN COMMISSION**

Thursday, February 7, 2019
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The February 7, 2019 meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Acting Chairman Susie Peck who determined a quorum was present.

Members Present: Bruce Frantz, Terry Howley, Bruce Jeffery,
Mike Peoples, Tom Brinkoetter, Kent Newton, Susie Peck

Members Absent: Jack Myatt, Bill Clevenger

Staff Present: Ray Lai, Scott Dedert, Joselyn Stewart, John Robinson,
Griffin Enyart, David Greenwell, Kylie Reynolds

II. Approval of Minutes of the November 1, 2018 City Plan Commission Meeting

It was moved and seconded (Frantz/Peoples) to approve the minutes of the November 1, 2018 meeting of the Decatur City Plan Commission. Motion carried with Terry Howley, Tom Brinkoetter and Acting Chairman Susie Peck abstaining.

Mr. Bruce Jeffery entered the meeting at 4:03 P.M.

III. Approval of Minutes of the December 6, 2018 City Plan Commission Meeting

It was moved and seconded (Newton/Jeffery) to approve the minutes of the December 6, 2018 meeting of the Decatur City Plan Commission. Motion carried with Terry Howley, Tom Brinkoetter and Acting Chairman Susie Peck abstaining.

IV. Approval of Minutes of the January 3, 2019 City Plan Commission Meeting

It was moved and seconded (Newton/Jeffery) to approve the minutes of the January 3, 2019 meeting of the Decatur City Plan Commission. Motion carried with Mike Peoples, Tom Brinkoetter and Acting Chairman Susie Peck abstaining.

V. New Business

**Case No. 18-48 Petition of HUMANE SOCIETY OF DECATUR AND MACON COUNTY,
to rezone the northern half of the property located at 3373 North Woodford Street from B-2
Commercial District to M-1 Intense Commercial-Light Industrial District.**

Mr. Tom Brinkoetter recused himself from this item.

It was moved and seconded (Jeffery/Howley) to forward Case No. 18-48 to the City Council with a recommendation of approval as set forth in the staff report.

Mr. Scott Dedert was sworn in by Ms. Kylie Reynolds.

Mr. Dedert discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting. (Staff report is on file and is available for reviewing by request)

Ms. Irene Peterson, representative for the petitioner, was sworn in by Ms. Reynolds.

Ms. Peterson stated when the property was purchased they did not realize the zoning was different. They would like to make the zoning consistent.

There were no questions and no objectors present.

Upon call of the roll, Commission members Bruce Frantz, Terry Howley, Bruce Jeffery, Mike Peoples, Kent Newton and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

Case No. 19-01 Petition of SCHIMBERG PIPE COMPANY, to rezone the property located at 2110 Hubbard Avenue from M-1 Intense Commercial-Light Industrial District to Planned Development District to allow for a proposed warehouse building addition.

It was moved and seconded (Howley/Newton) to forward Case No. 19-01 to the City Council with a recommendation of approval.

Mr. Ray Lai was sworn in by Ms. Reynolds.

Mr. Lai discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for denial of the petition based on the staff report distributed to the Plan Commission prior to the meeting. (Staff report is on file and is available for reviewing by request)

Mr. Lai stated staff does not have a concern with the proposed use. Staff believes the proposed building addition could be developed under the current M-1 Intense Commercial-Light Industrial District. It appears the primary intent of rezoning to a PD Planned Development District is to reduce the required buffer yard and a portion of the proposed building addition to be located in the buffer yard. This is prohibited by the Zoning Ordinance. The PD Planned Development District should not be used mainly as a means of avoiding standards. It states in the Zoning Ordinance that structures are prohibited in the buffer yard.

Mr. Kent Newton asked if staff was able to look into the letter that was sent to the developer from the City granting the reduction of the buffer yard from the required fifty (50) feet to eight (8) feet. Mr. Lai stated the letter was signed in 2005 and staff follows the Zoning Ordinance as of today concerning the proposed addition to the building. Mr. Lai also pointed out that the building in 2005 then was 130 feet from the rear property limits.

Mr. Corey Ozier and Mrs. Mary Cave, representatives of the petitioner, were sworn in by Ms. Reynolds.

Mr. Ozier stated Schimberg Pipe Company has currently maxed out all of the interior space of their building and need to expand to meet the needs of their customers. The existing building is twenty-four (24) feet tall and the expansion will match the existing roof line. The expansion is warehouse only. The site currently has an eight (8) foot buffer yard. The existing fence is eight (8) feet from the property line. Schimberg is not opposed to a wooden fence. Expansion to the north and the east will be the best use of the property.

Mrs. Cave said the existing site is made up of two (2) lots. Lot one (1) is to the east and has the building on it. Lot two (2) was added in 2005 for an outdoor storage area. In 2005, the City approved by letter, an Alternative Compliance proposal from Schimberg Company to reduce their buffer yard from the required fifty (50) feet to eight (8) feet from the property line. Mr. Ozier handed out a packet to the Commission members. (Packet is on file and is available for reviewing by request) Mrs. Cave discussed the items in the packet. Mrs. Cave said the neighbors to the north of the site have trees in their backyard and there is an eight (8) foot buffer yard with a chain link fence that has slats along with landscaping. Schimberg is proposing to provide thirty (30) feet between the property line and the proposed addition. Mrs. Cave discussed the site line exhibit included in the handout. Mrs. Cave said the letter from Chastain, included in the packet, was sent to the residents in the neighborhood.

Mrs. Nadine Williams, resident behind Schimberg Co., was sworn in by Ms. Reynolds.

Mrs. Williams said that Comcast came and trimmed Schimberg's trees and left the limbs in her back yard. She called and asked Schimberg to clean them up and they refused, as did Comcast. Mrs. Williams stated there are a lot of retired people in the neighborhood and they are upset about this building addition. She was asked by the neighbors to come represent the neighborhood. There is enough noise now, they are concerned about the increase of noise when they are allowed to expand.

Mrs. Cave said the noise comes from the storage yard and moving the storage yard to the proposed addition will eliminate the trucks going back and forth. There will be no activity, it will become green space.

Mr. Bill Willis, Branch Manager of Schimberg Company, was sworn in by Ms. Reynolds.

Mr. Willis said they trimmed the buffer yard area. They had no control over Comcast trimming the lines above. They are hoping with the materials being stored in the proposed building addition there will be less noise. They will always be a 7 A.M. to 5 P.M. operation.

Mrs. Williams said they hardly ever go in the backyard and never have their windows open in the summer due to the noise.

Upon call of the roll, Commission members Bruce Frantz and Kent Newton voted aye. Commission members Terry Howley, Bruce Jeffery, Mike Peoples, Tom Brinkoetter and Acting Chairman Susie Peck voted nay. Acting Chairman Peck declared the motion denied.

Case No. 19-02 Petition of CROSSING HEALTHCARE, to amend the (PD) Planned Development District to allow additional accessory apartment buildings for the approved Community Care Campus generally bounded by East Marietta Street, North Water Street, East Wabash Avenue and Martin Luther King Jr. Drive.

It was moved and seconded (Frantz/Howley) to forward Case No. 19-02 to the City Council with a recommendation of approval as set forth in the staff report.

Mr. Dedert discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's approval of the petition based on the staff report distributed

to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request) with the following conditions:

1. The permitted uses in this Planned Development District for a community care campus shall include health care center, food pantry, early childhood development center, outpatient medical/healthcare facility, inpatient medical/healthcare facility, dormitory for temporary patients, medical and professional offices, detox/residential rehabilitation facility, community gardens, apartments and accessory uses including but not limited to apartments for patients as approved by the Department of Economic and Community Development.
2. Provide traffic analysis to determine if improvements will be needed to the intersections of Water Street with King Street and Martin Luther King Jr. Drive with King Street. IDOT approval must be received for any changes within the North Water Street right-of-way.
3. A maximum of eight percent (8%) reduction in the required overall number of parking spaces is allowed. Bicycle racks shall be provided in appropriate locations for employees and patients.
4. The access drive parking lot for the apartment buildings north of East King Street and the access drive to the parking lot south of East King Street serving the four buildings must be aligned.
5. A maximum of ten (10) buildings, the existing Crossing Healthcare medical care facility included, shall be allowed within this Planned Development District, with a combined total square footage not to exceed 161,000 square feet. No building shall exceed 32,000 sq. ft. in size. All buildings shall be one-story in height, with the exception of the dormitory and apartments which may be two-story.
6. Building elevations and construction materials primarily of masonry for all permitted buildings shall be as approved by the Department of Economic and Community Development in conjunction with the final site plan review.
7. The overall development will be permitted to have no more than three (3) freestanding monument style signs – one (1) along the frontage of East Central Avenue and North Water Street, one (1) near the intersection of East King Street and North Warren Street, and one (1) along Martin Luther King Jr. Drive frontage. Wayfinding signs should not exceed four (4) square feet in area and shall not exceed three (3) feet in height each.
8. All lights facing residential uses shall be shielded.
9. Walking trails, decorative 6-foot high perimeter fencing, landscaped berms, community gardens, and orchards shall be provided as approved on the final site plan.
10. Sustainability features should be explored and provided as much as possible for the development of the subject site.
11. A four-lot final subdivision plat will be required to be submitted, approved and recorded prior to a final site plan being approved.
12. Reciprocal cross-access and cross-parking easements shall be provided as approved on the final site plan/subdivision plats and recorded with Macon County Recorder of Deeds.
13. Final site, landscaping/decorative fencing, and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to building permits being released.

Mrs. Mary Cave stated this is an amendment to the PD Planned Development District which was previously approved. Mrs. Cave said that patients will first go to the detox rehab center where they will stay for several weeks and then go to the dormitory out-patient services. The next phase is to move into the apartment buildings within the same campus which provides a safe environment. Mr. Ozier passed out a site plan. (Site plan is on file and is available for reviewing by request) Mrs. Cave discussed the site plan.

There were no objectors present.

Upon call of the roll, Commission members Bruce Frantz, Terry Howley, Bruce Jeffery, Mike Peoples, Tom Brinkoetter, Kent Newton and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

Case No. 19-04 Petition of DECATUR TRANSITIONAL HOUSING COMPLEX for a Non-Conforming Use Permit to allow for re-establishment of non-conforming Transitional Housing use in the M-2 Heavy Industrial District located at 2175 EAST PERSHING ROAD.

It was moved and seconded (Jeffery/Brinkoetter) to forward Case No. 19-04 to the City Council with a recommendation of approval as set forth in the staff report.

Mr. Dedert discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request) with the following conditions:

1. The petitioner is required to maintain at minimum four (4) full-time and five (5) part-time employees for employment opportunities on site.
2. No additional beds or living units, nor building expansion or additions are allowed.
3. The existing building cannot allow overnight accommodation for more than fifty-three (53) occupants.
4. The petitioner is required to maintain at minimum twenty-three (23) parking stalls.

Mr. Jessie Bates, petitioner, was sworn in by Ms. Reynolds.

Mr. Bates stated he is wanting to establish the Decatur Transitional Housing Complex for the purpose of housing adult individuals that may be in housing transitional situations for social service agencies, churches and non-profit organizations and their clients. The goal is to partner with existing agencies in Decatur and central Illinois to provide emergency and short-term housing for their clients for three (3) to six (6) months. There will be a kitchen and dining area that will provide food. They also hope to hold job fairs and various programs to re-establish stability for the clients. The individuals will not come off of the street. They will have to come through an agency.

Mr. Terry Howley asked if the facility will be all male or a co-ed facility. Mr. Bates said co-ed.

There were no objectors present.

Upon call of the roll, Commission members Bruce Frantz, Terry Howley, Bruce Jeffery, Mike Peoples, Tom Brinkoetter, Kent Newton and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

VI. Appearance of Citizens

No citizen expressed comments.

VII. Comments and Information from Commission Members

No commission member expressed comments.

VIII. Adjournment

There being no further business, and upon the call of roll, Acting Chairman Peck declared the meeting adjourned at 3:57 P.M.

A handwritten signature in black ink, appearing to read "Kent Newton", is written over a horizontal line.

Kent Newton, Secretary, Decatur City Plan Commission

**MINUTES OF THE MEETING
OF THE
DECATUR ZONING BOARD OF APPEALS**

Thursday, February 14, 2019, 4:00 P.M.
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The February 14, 2019 meeting of the Decatur Zoning Board of Appeals was called to order at 4:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Acting Chairman Kim Aukamp who determined a quorum was present.

Members Present: Robert Brice, Chris Brodnicki, Julie Lamb,
Zane Peterson, Leslie Risby, Kim Aukamp

Members Absent: None

Staff Present: Ray Lai, Joselyn Stewart, David Greenwell,
Amy Waks, Scott Dedert, Janet Poland

II. Approval of Minutes: January 31, 2019

It was moved and seconded (Lamb/Peterson) to approve the minutes of the January 31, 2019 meeting of the Zoning Board of Appeals. Motion carried unanimously.

III. New Business

Case No. 19-01 Petition of FANNIE COLE, for a variance in the provisions of the Zoning Ordinance (Ordinance #3512, as amended, Sections VII.C.3. and VII.C.4.) to reduce the minimum front yard building setback from twenty-five (25) feet to ten (10) feet and reduce the rear yard building setback from twelve (12) to zero (0) feet to allow construction of two additions to the existing single-family residence at 1090 West Tuttle Street. Said premise is zoned R-3 Single-Family Residence District.

Mr. Scott Dedert was sworn in by Mrs. Janet Poland.

Mr. Dedert discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for denial of the rear yard setback request and its recommendation of approval of the front yard setback, based on the staff report distributed to the Zoning Board of Appeals prior to the meeting. (Staff report is on file and is available for reviewing by request)

Ms. Julie Lamb asked if staff knew the year the setbacks were established in the Ordinance. Mr. Dedert stated there was an Ordinance amendment 2005. He was not sure if it was for the setbacks. Ms. Lamb stated the porch was probably built before the setbacks were established in the Ordinance.

Mr. Ray Lai stated the house, setbacks and lot are all non-conforming. Once the homeowner wants to make a change they must comply with current requirements.

Mr. Darrell Reynolds, representative for the petitioner, was sworn in by Mrs. Poland.

Mr. Reynolds said he did not know how long the front porch had been there. The petitioner wants to add a bedroom, extend the bathroom at the back of the house and remove the porch to extend the living room in the front of the house.

Acting Chairman Aukamp asked how large the addition in the back will be. Mr. Reynolds stated the addition would be ten (10) feet by twenty (20) feet. Mr. Lai clarified this would make the proposed addition one (1) foot or less away from the property line. This does not allow for any buffer or green space. The petitioner does own the home on the other side of the property line, however, they could possibly sell one of the properties in the future.

Acting Chairman Aukamp asked if these properties were combined at some time would they be able to build the addition. Mr. Lai stated the Zoning Ordinance does not allow two main structures on one (1) property.

Mr. Chris Brodnicki asked if there was any thought to building the addition as a second floor. Mr. Reynolds stated the petitioner wants one (1) level.

There were no objectors present.

It was moved and seconded (Brodnicki/Brice) to approve Case. No. 19-01 as recommended by staff.

Upon call of the roll, Commission members Robert Brice, Chris Brodnicki, Julie Lamb, Zane Peterson, Leslie Risby and Acting Chairman Aukamp voted aye. Acting Chairman Aukamp declared the motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

Mr. Ray Lai stated elections for the Zoning Board would be held next month as there is vacancy for the Chairman.

VI. Adjournment

There being no further business, it was moved and seconded (Lamb/Peterson) to adjourn the meeting. Motion carried unanimously. Acting Chairman Harrison declared the meeting adjourned at 4:23 P.M.

City Clerk

DATE: 3/20/2019

MEMO: 2019-04

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Reappointment - Traffic and Parking Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointment of Jared Broderick to the Traffic and Parking Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Jared Broderick	Traffic and Parking Commission	10/1/2021
-----------------	--------------------------------	-----------

DATED this 1st day of April, 2019.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2019-_____
RESOLUTION APPROVING REAPPOINTMENT

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

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

PRESENTED AND ADOPTED this 1st day of April, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 1st day of April, 2019.

Julie Moore Wolfe, Mayor

Public Works

DATE: 3/21/2019

MEMO: 2019-17

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Granting Permanent Easement to Ameren Illinois Company for the Installation of a Gas Pipeline

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the following ordinances authorizing the Mayor to sign and the City Clerk to attest to the conveyance of permanent easements on City property to Ameren Illinois Company.

1. Ordinance granting a permanent easement for the installation of a gas pipeline.
2. Ordinance granting a permanent easement for the installation of a gas regulator station.

BACKGROUND:

The subject property and easements are located on Lincoln Park Drive, west of Lake Decatur Dam, north and south of the Sangamon River as shown on the attached location map. The property north of the river was the original water treatment plant site and the properties south of the river were the original lime sludge lagoons. The properties have an existing easement for the gas pipeline and regulator station that was constructed in the 1930's. The City does not currently use the properties for operations.

Ameren Illinois approached the City with their plan to replace the existing 10" gas main with a new 10" gas main and requested that their existing easements on the City's properties be expanded to accommodate the installation of the new gas main and to expand an existing regulator station.

Ameren obtained an appraisal for the proposed easements from Webster and Associates, Inc. which recommended a compensation of \$2,700 for the pipeline easement and \$900 for the regulator station easement. The City is currently under contract with Stinger Professional

Services, Inc. for an independent appraisal as per City policies. The appraisal is scheduled to be completed by March 31, 2019. Ameren has agreed to pay the higher appraisal including the cost of the second appraisal up to a maximum of \$25,000. If the higher appraisal exceeds \$25,000 the City will renegotiate with Ameren.

LEGAL REVIEW: The Legal Department was given the easements for review and they were approved by Corporation Counsel on March 1, 2019.

PRIOR COUNCIL ACTION:

There have been no prior Council actions regarding these proposed easements.

POTENTIAL OBJECTIONS: None.

INPUT FROM OTHER SOURCES: Ameren Illinois Company

STAFF REFERENCE: Matt Newell, Public Works Director and Paul Caswell, City Engineer. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item. This memorandum was prepared by Paul Caswell, P.E., City Engineer.

BUDGET/TIME IMPLICATIONS:

Based on the appraised value of the easements, Ameren Illinois will compensate the City according to the highest of the two appraisals received up to \$25,000 for granting the requested easement additions.

ATTACHMENTS:

Description	Type
Ordinance Granting Permanent Easement to Ameren Illinois for the Installation of a Gas Pipeline	Ordinance
Location Map Ameren Gas Pipeline and Gas Regulator Station	Backup Material

ORDINANCE NO. _____

**ORDINANCE GRANTING PERMANENT EASEMENT
TO AMEREN ILLINOIS COMPANY FOR
THE INSTALLATION OF A GAS PIPELINE**

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

Section 1. That the grant of Permanent Easement to Ameren Illinois Company presented to the City Council herewith and attached as Exhibit 1 and made a part hereof, for a gas pipeline, for the following legal description be, and it is hereby, received, placed on file and approved.

COMMENCING AT AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF LOT 6 OF THE SUBDIVISION OF LOT 8 OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, PER PLAT RECORDED IN BOOK 149 AT PAGE 355 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, SAID POINT ALSO BEING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 22 WITH THE EASTERLY RIGHT OF WAY LINE OF THE CANADIAN NATIONAL RAILROAD, FORMERLY THE ILLINOIS CENTRAL RAILROAD; THENCE, ALONG BEARINGS REFERENCE TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD83 (2011 ADJUSTMENT), EAST ZONE, SOUTH 28 DEGREES 06 MINUTES 10 SECONDS WEST 290.09 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE OF THE CANADIAN NATIONAL RAILROAD, TO THE POINT OF BEGINNING; THENCE SOUTH 17 DEGREES 32 MINUTES 37 SECONDS WEST 885.41 FEET TO A POINT ON THE EASTERLY LINE OF A THIRTY THREE (33) FOOT WIDE RIGHT OF WAY GRANTED BY MUELLER LAND IMPROVEMENT TRUST PER BOOK 995 AT PAGE 478 OF THE RECORDS AFORESAID; THENCE SOUTH 66

DEGREES 07 MINUTES 19 SECONDS WEST 40.01 FEET TO A POINT ON THE WESTERLY LINE OF SAID THIRTY THREE (33) FOOT WIDE RIGHT OF WAY GRANTED BY MUELLER LAND IMPROVEMENT TRUST; THENCE NORTH 17 DEGREES 32 MINUTES 37 SECONDS EAST 750.95 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE OF THE CANADIAN NATIONAL RAILROAD; THENCE NORTH 28 DEGREES 06 MINUTES 10 SECONDS EAST 163.71 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE OF THE CANADIAN NATIONAL RAILROAD, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.564 ACRES, MORE OR LESS; OF WHICH 0.226 ACRES, MORE OR LESS, IS LOCATED WITHIN A THIRTY THREE (33) FOOT WIDE RIGHT OF WAY GRANTED BY MUELLER LAND IMPROVEMENT TRUST PER BOOK 995 AT PAGE 478 OF THE RECORDS AFORESAID; OF WHICH 0.081 ACRES, MORE OR LESS, IS LOCATED WITHIN A SIXTEEN AND ONE HALF (16 1/2) FOOT WIDE RIGHT OF WAY GRANTED BY THE CITY OF DECATUR PER BOOK 1249 AT PAGE 471 OF THE RECORDS AFORESAID; OF WHICH 0.037 ACRES, MORE OR LESS, IS LOCATED WITHIN THE EXISTING RIGHT OF WAY OF SOUTH LINCOLN PARK DRIVE.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said grant for a gas pipeline, on behalf of the City of Decatur.

PRESENTED, PASSED, APPROVED AND RECORDED this 1st day of April, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Gas Easement (IL Corporation)

REMS INFORMATION

Agreement ID: AIC-201708-7379

Project ID: 11319

EASEMENT

(Gas Pipeline)

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 20____, that **CITY OF DECATUR, ILLINOIS**, a municipal corporation, its successors and assigns, whether one or more and whether an individual, individuals, a corporation or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100^{ths} Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS, an Illinois corporation, its successors, assigns, licensees, agents, lessees, contractors, sub-contractors and tenants (hereinafter "Grantee"), the perpetual right and easement to construct, reconstruct, use, operate, maintain, inspect, protect, test, alter, replace, relocate, abandon in place, add to the number of and patrol a natural gas line or lines consisting of piping, hardware, valves, communication lines, and other appurtenances thereto, and for the purpose of transporting and distributing natural gas, upon, over, across, under and through the following described land in Macon County, Illinois, to-wit:

PROPERTY DESCRIPTION:

See Exhibit "A" attached hereto and made a part hereof.

EASEMENT DESCRIPTION:

See Exhibit "B" attached hereto and made a part hereof.

together with all rights reasonably implied by and incidental to the exercise and enjoyment of said easement rights, including without limitation the perpetual right, permission, privilege, and authority to survey and/or stake; the right of ingress and egress to and over the above described easement area and premises of Grantor adjoining the same, for all purposes herein stated; together with the right to trim, control, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, overhanging branches and other obstructions upon, over and under the surface of said easement area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, or endanger the safety

of said facilities; and the right to license, permit or otherwise agree to the use or occupancy of said easement or any portion thereof or of said facilities by any other person, association or corporation for the purposes hereinabove set out; and with the further right to remove at any time and from time to time, any or all of the said line or lines, and appurtenances thereto located upon, over, across and under said land by virtue hereof.

The Grantor further agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of Grantee, will interfere with the surveying, staking, construction, reconstruction, placement, retention, operation, maintenance, protection, alteration, replacement, inspection, addition to and relocation of, Grantee's facilities.

During the original construction only, the Grantee may utilize for temporary work space that land depicted on Exhibit "B" as "Temporary Construction Easement". Grantee will restrict the construction activities to the permanent easement and temporary work space areas as detailed by the plat included in Exhibit "B" unless prior approval is obtained from Grantor or its designated agent or tenant.

Grantee shall be responsible for actual damages occurring on the herein described property as a result of the construction, operation, maintenance or repair of Grantee's facilities and shall reimburse the owner thereof for such loss or damages. Grantee will be responsible for any environmental damages resulting from its placement or deposit of environmentally harmful substances it brings onto the property. Grantee shall not be responsible for any environmentally harmful substances already located on the property and placed there by any third party except to the extent Grantee's use of the property causes or results in an environmental hazard. In addition, Grantee shall not be responsible for any indirect, consequential or punitive damages.

The property is a closed and post-closure non-hazardous waste municipal storage facility, Permit No 1971-48-OP and Supplemental Permit No 1992-280-SP, in compliance with Illinois and United States Environmental Protection Agency (EPA) and the Environmental Protection Act requirements. Grantee shall be responsible for restoring any disturbance to the cap and cover of the property to the requirements in the closure and post-closure plan. Grantee shall also be responsible for any future Illinois and United States EPA or Environmental Protection Act monitoring required due to the installation, operation and maintenance or repair of the gas pipeline. Grantee shall also relocate the gas pipeline if required by the Illinois or United States EPA regulation or demand at no cost to the Grantor.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the above-described land and has full right and authority validly to grant this easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

[This area intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed the day and year first above written.

CITY OF DECATUR, ILLINOIS
a municipal corporation

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: City Clerk

Title: Mayor

STATE OF ILLINOIS

COUNTY OF _____

} SS

I, the undersigned, a Notary Public, in and for said County and State aforementioned, do hereby certify that _____, personally known to me to be the Mayor of the City of Decatur, Illinois, a municipal corporation, and _____, personally known to me to be the City Clerk of said municipal corporation 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 severally acknowledged under oath that as such Mayor and City Clerk of said municipal corporation, they signed and delivered the said instrument as Mayor and City Clerk and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said municipal corporation as their free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 20__.

Notary Public

Prepared by: Kimberly Gross

Return to: Ameren Services
Kimberly Gross
Real Estate Agent
10 Executive Drive
Collinsville, IL 62234

KAG
WO# J09X9
39.82768, -88.95774
02/27/19

Exhibit "A"

(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY)

TRACT 1

THAT PART OF LOT 2 OF THE ASSESSOR'S SUBDIVISION OF THE S. 1/2 OF THE N.E. 1/4 AND THE N. 1/2 OF THE S.E. 1/4 OF SAID SECTION 22 AS RECORDED IN BOOK 335 ON PAGE 25 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE S. 44 DEGREES E. 1.94 CHAINS TO A STAKE; THENCE S. 31.75 DEGREES E. 6.075 CHAINS; THENCE S. 40.5 DEGREES W. 2.77 CHAINS TO A POINT 55 FEET WESTERLY FROM THE WEST LINE OF A PUBLIC HIGHWAY ADJOINING SAID LOT 2 ON THE EAST; THENCE SOUTHERLY 1.1 CHAINS TO THE WEST LINE OF SAID HIGHWAY; THENCE NORTHWESTERLY A DISTANCE OF 7.09 CHAINS TO A POINT ON THE WEST LINE OF SAID LOT 2, 7 CHAINS SOUTHWESTERLY OF THE PLACE OF BEGINNING; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 2, 7 CHAINS TO THE PLACE OF BEGINNING.

ALL THAT PART OF LOT 1 OF THE ASSESSOR'S PLAT OF SUBDIVISION OF A PART OF THE S. 1/2 OF THE N.E. 1/4 AND A PART OF THE N. 1/2 OF THE S.E. 1/4 OF SAID SECTION 22 AS PER PLAT RECORDED IN BOOK 335 ON PAGE 25 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, BEGINNING AT A POINT WHERE THE NORTH LINE OF THE N.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 22 CROSSES THE SOUTHWESTERLY LINE OF SAID LOT 1; THENCE RUNNING SOUTHWESTERLY PARALLEL WITH THE WESTERLY LINE OF THE PUBLIC HIGHWAY 2.77 CHAINS; THENCE SOUTH 1.1 CHAINS TO THE WESTERLY LINE OF SAID HIGHWAY, THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF SAID HIGHWAY, TO THE CENTER OF THE SANGAMON RIVER, THENCE NORTHWESTERLY DOWN THE CENTER OF THE RIVER 6.075 CHAINS; THENCE CONTINUING ALONG SAID CENTER OF THE RIVER IN A NORTHWESTERLY DIRECTION (MORE SOUTHERLY THAN BEFORE) 1.94 CHAINS MORE OR LESS TO A POINT NORTH OF THE NORTHWEST CORNER OF LOT 2 IN SAID SUBDIVISION; THENCE SOUTH TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 2, 1.94 CHAINS; THENCE CONTINUING SOUTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 2, 6.75 CHAINS TO THE PLACE OF BEGINNING, BEING ALL OF SAID LOT 1 EAST OF THE WEST LINE OF SAID LOT 2 IF SAID WEST LINE IS PRODUCED NORTH TO THE CENTER OF THE SANGAMON RIVER.

THAT PART OF LOT 3 OF THE ASSESSOR'S SUBDIVISION OF THE S. 1/2 OF THE N.E. 1/4 AND THE N. 1/2 OF THE S.E. 1/4 OF SAID SECTION 22 AS RECORDED IN BOOK 335 ON PAGE 25 IN SAID RECORDER'S OFFICE, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTHWESTERLY ON THE EASTERLY LINE THEREOF FOR A DISTANCE OF 462 FEET TO THE SOUTHWEST CORNER OF THE LAND NOW OWNED BY THE CITY OF DECATUR AS RECORDED IN BOOK 444 ON PAGE 428 IN SAID RECORDER'S OFFICE; THENCE N. 61 DEGREES 40' W ON THE EXTENDED SOUTHERLY LINE OF THE PROPERTY NOW OWNED BY THE CITY OF DECATUR FOR A DISTANCE OF 400 FEET, MORE OR LESS TO THE EASTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD; THENCE N. 28 DEGREES 52' E. ON THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD FOR A DISTANCE OF 539 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTHEASTERLY ON THE NORTHERLY LINE OF SAID LOT 3 FOR A DISTANCE OF 416.66 FEET TTO THE PLACE OF BEGINNING, AND ALSO ALL THAT PART OF LOT 1 OF THE AFORESAID ASSESSOR'S SUBDIVISION LYING WESTWARDLY FROM THE EASTERLY LINE OF AFORESAID LOT 3 PRODUCED NORTHEASTERLY TO THE CENTER OF THE SANGAMON RIVER; ALL OF THE ABOVE DESCRIBED PROPERTY BEING PART OF LOT 2 OF MUELLER THIRD RESURVEY AS PER PLAT RECORDED IN BOOK 300 ON PAGE 129 IN SAID RECORDER'S OFFICE.

AND

BEGINNING AT THE NORTH WEST CORNER OF CLEMENT C WALTERS' ADDITION TO THE CITY OF DECATUR, THENCE SOUTH ALONG THE WEST LINE OF SOUTH MAIN STREET TO THE SOUTH WEST CORNER OF SAID ADDITION THENCE EAST ALONG THE SOUTH LINE OF SAID ADDITION TO THE WEST LINE OF SOUTH FRANKLIN STREET PRODUCED SOUTH, WHICH STREET IS ALSO KNOWN AS THE COUNTY BRIDGE ROAD, TO THE CENTER OF THE SANGAMON RIVER, THENCE NORTH WESTERLY ALONG AND UPON THE CENTER OF SAID SANGAMON RIVER TO THE EAST LINE OF A SIX ACRE LOT KNOWN AS THE DISTILLERY LOT, WHICH DISTILLERY LOT IS ALSO KNOWN AS LOT TWO OF THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 22, TOWNSHIP SIXTEEN NORTH, RANGE TWO EAST OF THE 3RD P M, THENCE NORTH 14 24 CHAINS TO THE NORTH LINE OF THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SAID SECTION 22, THENCE EAST TO THE PLACE OF BEGINNING.

AND

BEGINNING AT THE POINT OF INTERSECTION OF THE LINE RUNNING EAST AND WEST THROUGH THE CENTER OF THE NORTH EAST QUARTER OF SECTION NUMBER TWENTY-TWO (22) IN TOWNSHIP NUMBER SIXTEEN (16) NORTH RANGE NUMBER TWO (2) EAST OF THE THIRD (3RD) PRINCIPAL MERIDIAN WITH THE EAST BOUNDARY LINE OF THE ILLINOIS CENTRAL RAIL ROAD THENCE EAST TWO AND FORTY-EIGHT HUNDREDTH CHAINS (2 48/100) THENCE SOUTH FOURTEEN AND TWENTY-FOUR HUNDREDTH CHAINS (14 24/100) TO THE CENTER OF THE SANGAMON RIVER THENCE NORTH FIFTY (50°) DEGREES WEST DOWN THE CENTER OF SAID RIVER NINE AND TWELVE HUNDREDTH CHAINS (9 12/100) TO THE EAST LINE OF SAID ILLINOIS CENTRAL RAIL ROAD THENCE NORTH EASTERLY ALONG THE EAST LINE OF SAID ILLINOIS CENTRAL RAIL ROAD NINE AND ONE HALF CHAINS (9 1/2) TO THE PLACE OF BEGINNING.

EXCEPT:

A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD P.M. BEGINNING AT THE SOUTHEAST (SE) CORNER OF LOT 5 OF LOTS 5 AND 6 OF THE SUBDIVISION OF LOT 8 OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD P.M. AS PER PLAT RECORDED IN BOOK 149 PAGE 355 IN THE RECORDS OF THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, THENCE SOUTH 30 FEET TO A POINT, THENCE WEST 125 FEET ON A LINE PARALLEL TO THE SOUTH LINE OF LOT 5, THENCE NORTHWESTERLY A DISTANCE OF 115 FEET TO A POINT ON THE SOUTH LINE OF LOT 6, THENCE EAST ALONG SAID SOUTH LINE OF LOT 6 AND THE SOUTH LINE OF SAID LOT 5.

AND EXCEPT:

A TRACT OF LAND IN LOT 4 OF THE ASSESSOR'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, MACON COUNTY, ILLINOIS, AS PER PLAT RECORDED IN PLAT BOOK 22 ON PAGE 47 IN THE RECORDER'S OFFICE OF SAID MACON COUNTY; THE BOUNDARY OF SAID TRACT OF LAND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE IRON PIN MONUMENT AT THE SOUTHEAST CORNER OF LOT 1 OF E. W. WOODS ADDITION IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22 AS PER PLAT RECORDED IN PLAT BOOK 149 AT PAGE 605 IN THE SAID RECORDER'S OFFICE, PROCEED ON THE EAST LINE OF SAID ADDITION AND SAID EAST LINE EXTENDED SOUTHERLY, ON A LOCAL BEARING OF SOUTH 00° 00' 00" EAST, 513.21 FEET TO A POINT IN THE EXISTING CHAIN LINK FENCE, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON SAID FENCE AND SAID FENCE EXTENDED EASTERLY NORTH 89° 30' 10" EAST, 10.00 FEET, TO THE WEST RIGHT OF WAY LINE OF OLD SOUTH MAIN STREET; THENCE ON SAID RIGHT OF WAY LINE SOUTH 00° 00' 00" EAST, 235.10 FEET TO AN IRON PIN MONUMENT (HEREINAFTER REFERRED TO AS POINT "A"); THENCE NORTH 73° 59' 45" WEST, 129.31 FEET TO AN IRON PIN MONUMENT; THENCE NORTH 58° 15' 40" WEST, 59.08 FEET TO AN IRON PIN MONUMENT (HEREINAFTER

REFERRED TO AS POINT "B"); THENCE NORTH 31° 54' 00" EAST, 197.60 FEET TO A POINT IN THE AFOREMENTIONED CHAIN LINK FENCE; THENCE ON SAID FENCE NORTH 89° 30' 10" EAST, 60.12 FEET TO THE POINT OF BEGINNING.
AND EXCEPT:

PARCEL A:

BEGINNING AT THE NORTHWEST CORNER OF LOT 17 OF SOUTH SHORES 3RD ADDITION AS PER PLAT RECORDED IN BOOK 300, PAGE 155 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 17 A DISTANCE OF 32.33 FEET TO THE NORTHEAST CORNER THEREOF, THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 17 TO A POINT 200 FEET EASTERLY (MEASURED AT RIGHT ANGLES) FROM THE CENTER LINE OF S. B. I. ROUTE 2, THENCE NORTHEASTERLY ALONG A LINE 200 FEET EASTERLY AND PARALLEL TO THE CENTER LINE OF S. B. I. ROUTE 2, TO A POINT EASTERLY OF THE NORTH ABUTMENT OF THE EXISTING BRIDGE, THENCE CONTINUING THE LAST SAID COURSE ALONG A STRAIGHT LINE TO THE NORTHERLY PROPERTY LINE OF LAKE DECATUR, THENCE SOUTHWESTERLY ALONG THE NORTHERLY PROPERTY LINE OF LAKE DECATUR TO THE EASTERLY RIGHT-OF-WAY LINE OF S. B. I. ROUTE 2, THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF S. B. I. ROUTE 2 TO THE INTERSECTION THEREOF WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE OLD FRANKLIN STREET ROAD, THENCE SOUTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE OLD FRANKLIN STREET ROAD TO THE PLACE OF BEGINNING.

PARCEL B:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 5 OF VIDEO PLACE AS PER PLAT RECORDED IN BOOK 300, PAGE 162 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, 110 FEET (MEASURED AT RIGHT ANGLE) WESTERLY OF THE CENTER LINE OF S.B. I. ROUTE 2, THENCE NORTHEASTERLY ALONG A LINE 110 FEET WESTERLY OF AND PARALLEL TO THE CENTER LINE OF S. B. I. ROUTE 2 TO THE SOUTH BANK OF THE SANGAMON RIVER, THENCE EASTERLY ALONG THE SOUTH BANK OF THE SANGAMON RIVER TO THE CENTER LINE OF S. B. I. ROUTE 2; THENCE SOUTHERLY ALONG THE CENTER LINE OF S.B.I. ROUTE 2 TO THE INTERSECTION THEREOF WITH THE NORTH LINE OF SAID LOT 5, EXTENDED EAST; THENCE WESTERLY ALONG THE EXTENDED NORTH LINE OF SAID LOT 5 AND THE NORTH LINE OF SAID LOT 5 TO THE POINT OF BEGINNING, EXCEPT THAT PORTION LYING WITHIN THE RIGHT-OF-WAY OF S. B. I. ROUTE 2.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED TRACT ANY PART THEREOF LYING WITHIN ANY ROADS OR HIGHWAYS.

TRACT 2

LOT FIVE (5) OF VIDEO PLACE, AS PER PLAT RECORDED IN BOOK 300 PAGE 162 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS; EXCEPT BEGINNING AT POINT ON THE SOUTH LINE THEREOF 269.13 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 5; THENCE WEST ALONG SAID SOUTH LINE 100 FEET; THENCE, NORTH ON A LINE PERPENDICULAR TO SAID SOUTH LINE 100 FEET, THENCE EAST PARALLEL TO SAID SOUTH LINE 100 FEET; THENCE, SOUTH TO THE PLACE OF BEGINNING; AND EXCEPT ALSO ALL HIGHWAY RIGHT-OF-WAY HERETOFORE CONVEYED TO THE STATE OF ILLINOIS.

ALL SITUATED IN THE COUNTY OF MACON AND STATE OF ILLINOIS.

PERMANENT INDEX NUMBERS: 04-12-22-279-001, 04-12-22-279-002, 04-12-22-277-004 & 04-12-22-402-001

PROPERTY ADDRESS: VACANT LAND IN AND ADJACENT TO THE SANGAMON RIVER, DECATUR, IL 62523

Exhibit "B"

(LEGAL DESCRIPTION OF PERMANENT EASEMENT)

City of Decatur Gas Pipeline Permanent Easement Description (PE 1)

A strip of land being Thirty (30) Feet in width and is described as follows:

Commencing at an iron pin found at the southwest corner of Lot 6 of the Subdivision of Lot 8 of the Northeast Quarter of the Northeast Quarter of Section 22, Township 16 North, Range 2 East of the Third Principal Meridian, per plat recorded in Book 149 at Page 355 of the records in the Recorder's Office of Macon County, Illinois, said point also being at the intersection of the north line of the south half of the Northeast Quarter of said Section 22 with the easterly right of way line of the Canadian National Railroad, formerly the Illinois Central Railroad; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, South 28 degrees 06 minutes 10 seconds West 290.09 feet, along said easterly right of way line of the Canadian National Railroad, to the Point of Beginning; thence South 17 degrees 32 minutes 37 seconds West 885.41 feet to a point on the easterly line of a Thirty Three (33) foot wide right of way granted by Mueller Land Improvement Trust per Book 995 at Page 478 of the records aforesaid; thence South 66 degrees 07 minutes 19 seconds West 40.01 feet to a point on the westerly line of said Thirty Three (33) foot wide right of way granted by Mueller Land Improvement Trust; thence North 17 degrees 32 minutes 37 seconds East 750.95 feet to a point on said easterly right of way line of the Canadian National Railroad; thence North 28 degrees 06 minutes 10 seconds East 163.71 feet, along said easterly right of way line of the Canadian National Railroad, to the Point of Beginning.

Said parcel contains 0.564 acres, more or less; of which 0.226 acres, more or less, is located within a Thirty Three (33) foot wide right of way granted by Mueller Land Improvement Trust per Book 995 at Page 478 of the records aforesaid; of which 0.081 acres, more or less, is located within a Sixteen and One Half (16 1/2) foot wide right of way granted by the City of Decatur per Book 1249 at Page 471 of the records aforesaid; of which 0.037 acres, more or less, is located within the existing right of way of South Lincoln Park Drive.

0 200 400

SCALE IN FEET

CITY OF
DECATUR
MACON CO.
ILLINOIS

SEC. 22,
T16N, R2E,
3RD PM

SEC. 23,
T16N, R2E,
3RD PM

PROJECT LOCATION

LOCATION MAP (N.T.S.)

NE 1/4,
SE 1/4,
SEC. 22,
T16N, R2E,
3RD PM

POB TE 1—
POC TE 1,
N PIN FOUND,
VIDEO PLACE,
300, PG 162

AREA TABLE	
DESCRIPTION	AREA REQUIRED
PERMANENT EASEMENT 1	0.220 ACRES
PERMANENT EASEMENT 2	0.123 ACRES
TEMPORARY CONST. EASEMENT 1	2.734 ACRES
TEMPORARY CONST. EASEMENT 2	0.279 ACRES

BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM,
NAD83 (2011 ADJUSTMENT), EAST ZONE.

SEE SHEET 2 OF 2 FOR COURSE/DISTANCE CHARTS & LEGAL DESCRIPTIONS.

I, BRIAN K. NICHOLSON, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS EASEMENT PLAT WAS MADE UNDER MY DIRECTION FOR AMEREN ILLINOIS. ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 27TH DAY OF FEBRUARY, 2019

ILLINOIS PROFESSIONAL LAND
SURVEYOR NO. 3641
LICENSE EXPIRES NOVEMBER 30, 2020

2-27-2019

DATE _____



- 33' WIDE ORIGINAL PIPELINE RIGHT OF WAY
MUELLER LAND IMPROVEMENT TRUST
PER BOOK 995 PAGE 478
OCTOBER 17, 1930

—EXISTING GAS
PIPELINE TO
BE RETIRED

SW 1/4,
NE 1/4,
SEC. 22,
T16N, R2E,
3RD PM

NW 1/4,
NE 1/4,
SEC. 22,
T16N, R2E,
3RD PM

NORTH LINE,
S 1/2, NE 1/4,
SEC. 22, T16N,
R2E, 3RD PM

-30' WIDE GAS PIPELINE PERMANENT EASEMENT (PE 1)

— 16.5' WIDE ORIGINAL PIPELINE RIGHT OF WAY
CITY OF DECATUR PER BOOK 1249
PAGE 471 SEPTEMBER 4, 1956

SE 1/4,
NE 1/4,
SEC. 22,
T16N, R2E,
3RD PM

NE 1/4,
NE 1/4,
SEC. 22,
T16N, R2E,
3RD PM

— PROPOSED
GAS PIPELINE
ALIGNMENT

—POB
TE 2

-EXISTING CHAIN
LINK FENCE

-PROPOSED CHAIN
LINK FENCE & GATE

-POC PE 1, POB PE 2 &
POC TE 2,
IRON PIN FOUND,
SW COR, LOT 6 OF THE
SUBDIVISION OF LOT 8
OF THE NE 1/4, NE 1/4,
SEC 22, TWP 16N,
R2E, 3RD PM. PER PLAT
BK 149, PG 355

----- CENTERLINE
 ----- ORIGINAL PIPELINE R.O.W. LINE
 ===== PERMANENT EASEMENT LINE
 ===== TEMPORARY EASEMENT LINE
 ----- SECTION LINE
 ----- PUBLIC OR RAILROAD R.O.W. LINE

[illegible]

Page 181 of 209

REFERENCES



NOTICE OF LIMITED RESPONSIBILITY

THE RESPONSIBILITY OF THE UNDERSIGNED ENGINEER IS LIMITED TO THE DESIGN WORK SHOWN ON PROJECT DRAWINGS AND DOCUMENTS BEARING HIS/HER SEAL, SIGNATURE OR INITIAL. HE/SHE DOES NOT HAVE AUTHORITY OVER THE PROJECT AS A WHOLE. THE UNDERSIGNED DISCLAIMS ANY RESPONSIBILITY FOR WORK DONE UNDER SUBSEQUENT REVISIONS AND ANY OTHER DOCUMENTS ASSOCIATED WITH THE PROJECT WHICH DO NOT BEAR HIS/HER SEAL, SIGNATURE OR INITIAL.

PROPERTY PLAT EASEMENT
CITY OF DECATUR SHEET 1 OF 2
SYSTEM # 3548
DECATUR, IL

ACCT	AIC 2 ZA 367 0G5 0G5 0 J09X9 02 Q1TF 6D GTSE001494			
DRF	BKN	DATE 06-26-17	PLOTTED 02-27-19	SCALE 1" = 200'
ENG	JOH	DRAWING NUMBER		
RVW	JOH	G-3548-01.1.1-6		

DRAWING NUMBER FOLLOWED BY "X" = CONSTRUCTION

G-3548-01.1.1-6

r17 PLAT

A PART OF LOT 5 OF VIDEO PLACE, AS PER PLAT RECORDED IN BOOK 300 AT PAGE 162 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS; A PART OF LOT 2 OF MUELLER THIRD RESURVEY, AS PER PLAT RECORDED IN BOOK 300 AT PAGE 129 OF THE RECORDS AFORESAID; AND A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4), AS PER LAND CONVEYANCE DOCUMENT IN BOOK 44 AT PAGE 6 OF THE RECORDS AFORESAID. ALL SITUATED IN SECTION TWENTY TWO (22), TOWNSHIP SIXTEEN NORTH (T16N), RANGE TWO EAST (R2E) OF THE THIRD PRINCIPAL MERIDIAN (3RD PM) MACON COUNTY, ILLINOIS.

A strip of land being Thirty (30) Feet in width and is described as follows:

Commencing at an iron pin found at the southwest corner of Lot 6 of the Subdivision of Lot 8 of the Northeast Quarter of the Northeast Quarter of Section 22, Township 16 North, Range 2 East of the Third Principal Meridian, per plat recorded in Book 149 at Page 355 of the records in the Recorder's Office of Macon County, Illinois, said point also being at the intersection of the north line of the south half of the Northeast Quarter of said Section 22 with the easterly right of way line of the Canadian National Railroad, formerly the Illinois Central Railroad; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, South 28 degrees 06 minutes 10 seconds West 290.09 feet, along said easterly right of way line of the Canadian National Railroad, to the Point of Beginning; thence South 17 degrees 32 minutes 37 seconds West 885.41 feet to a point on the easterly line of a Thirty Three (33) foot wide right of way granted by Mueller Land Improvement Trust per Book 995 at Page 478 of the records aforesaid; thence South 66 degrees 07 minutes 19 seconds West 40.01 feet to a point on the westerly line of said Thirty Three (33) foot wide right of way granted by Mueller Land Improvement Trust; thence North 17 degrees 32 minutes 37 seconds East 750.95 feet to a point on said easterly right of way line of the Canadian National Railroad; thence North 28 degrees 06 minutes 10 seconds East 163.71 feet, along said easterly right of way line of the Canadian National Railroad, to the Point of Beginning.

Said parcel contains 0.564 acres, more or less; of which 0.226 acres, more or less, is located within a Thirty Three (33) foot wide right of way granted by Mueller Land Improvement Trust per Book 995 at Page 478 of the records aforesaid; of which 0.081 acres, more or less, is located within a Sixteen and One Half (16 1/2) foot wide right of way granted by the City of Decatur per Book 1249 at Page 471 of the records aforesaid; of which 0.037 acres, more or less, is located within the existing right of way of South Lincoln Park Drive.

Commencing at an iron pin found at the southeast corner of Lot 5 of Video Place, per Plat recorded in Book 300 at Page 162 of the Records in the Recorder's Office of Macon County, Illinois, said point also being on the existing northerly right of way line of South Franklin Street Road; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, South 89 degrees 16 minutes 10 seconds West 9.17 feet, along said existing northerly right of way line of South Franklin Street Road, to the Point of Beginning; thence continue South 89 degrees 16 minutes 10 seconds West 219.13 feet along said existing northerly right of way line of South Franklin Street Road; thence North 17 degrees 32 minutes 37 seconds East 911.64 feet; thence North 10 degrees 28 minutes 43 seconds East 200.17 feet; thence North 22 degrees 19 minutes 54 seconds East 65.66 feet to a point on the southerly bank of the Sangamon River; thence South 33 degrees 31 minutes 36 seconds East 36.24 feet along said southerly bank of the Sangamon River; thence South 62 degrees 29 minutes 16 seconds East 26.35 feet, along said southerly bank of the Sangamon River, to a point on the westerly line of a Thirty (30) foot wide Permanent Easement; thence South 17 degrees 32 minutes 37 seconds West 303.29 feet along said westerly line of said Permanent Easement; thence North 66 degrees 07 minutes 19 seconds East 40.01 feet to a point on the easterly line of said Thirty (30) foot wide Permanent Easement; thence North 17 degrees 32 minutes 37 seconds East 269.16 feet, along said easterly line of said Permanent Easement, to a point on the southerly bank of the Sangamon River; thence South 65 degrees 41 minutes 57 seconds East 13.24 feet along said southerly bank of the Sangamon River; thence South 22 degrees 19 minutes 54 seconds West 26.98 feet; thence South 10 degrees 28 minutes 43 seconds West 1021.84 feet; thence South 5 degrees 06 minutes 51 seconds West 30.21 feet to the Point of Beginning.

Said parcel contains 3.483 acres, more or less, of which 0.749 acres, more or less, is located within a Thirty Three (33) foot wide right of way granted by Mueller Land Improvement Trust per Book 995 at Page 478 of the records in the Recorder's Office of Macon County, Illinois.

GAS PIPELINE PERMANENT EASEMENT (PE 1)		
COURSE	BEARING	DISTANCE
POC-POB	S 28° 06' 10" W	290.09'
POB-2	S 17° 32' 37" W	885.41'
2-3	S 66° 07' 19" W	40.01'
3-4	N 17° 32' 37" E	750.95'
4-POB	N 28° 06' 10" E	163.71'

A strip of land being Forty (40) Feet in width and is described as follows:

Beginning at an iron pin found at the southwest corner of Lot 6 of the Subdivision of Lot 8 of the Northeast Quarter of the Northeast Quarter of Section 22, Township 16 North, Range 2 East of the Third Principal Meridian, per plat recorded in Book 149 at Page 355 of the records in the Recorder's Office of Macon County, Illinois, said point also being at the intersection of the north line of the south half of the Northeast Quarter of said Section 22 with the easterly right of way line of the Canadian National Railroad, formerly the Illinois Central Railroad; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, South 89 degrees 55 minutes 15 seconds East 45.31 feet along said north line of the south half of the Northeast Quarter of said Section 22; thence South 28 degrees 06 minutes 10 seconds West 145.00 feet along a line that lies 40.00 feet southeast of and parallel to said easterly right of way line of the Canadian National Railroad; thence North 61 degrees 53 minutes 50 seconds West 40.00 feet to said easterly right of way line of the Canadian National Railroad; thence North 28 degrees 06 minutes 10 seconds East 123.71 feet, along said easterly right of way line of the Canadian National Railroad, to the Point of Beginning.

Said parcel contains 0.123 acres, more or less.

STATION PERMANENT EASEMENT (PE 2)		
COURSE	BEARING	DISTANCE
POB-20	S 89° 55' 15" E	45.31'
20-21	S 28° 06' 10" W	145.00'
21-22	N 61° 53' 50" W	40.00'
22-POB	N 28° 06' 10" E	123.71'

Commencing at an iron pin found at the southwest corner of Lot 6 of the Subdivision of Lot 8 of the Northeast Quarter of the Northeast Quarter of Section 22, Township 16 North, Range 2 East of the Third Principal Meridian, per plat recorded in Book 149 at Page 355 of the records in the Recorder's Office of Macon County, Illinois, said point also being at the intersection of the north line of the south half of the Northeast Quarter of said Section 22 with the easterly right of way line of the Canadian National Railroad, formerly the Illinois Central Railroad; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, South 28 degrees 06 minutes 10 seconds West 123.71 feet, along said easterly right of way line of the Canadian National Railroad, to the Point of Beginning; thence South 61 degrees 53 minutes 50 seconds East 11.79 feet; thence South 28 degrees 38 minutes 33 seconds West 36.78 feet; thence South 17 degrees 32 minutes 37 seconds West 436.59 feet to a point on the northerly bank of the Sangamon River; thence North 52 degrees 04 minutes 28 seconds West 37.34 feet, along said northerly bank of the Sangamon River, to a point on the easterly line of a Thirty (30) foot wide Permanent Easement; thence North 17 degrees 32 minutes 37 seconds East 298.27 feet, along said easterly line of said Permanent Easement, to a point on said easterly right of way line of the Canadian National Railroad; thence North 28 degrees 06 minutes 10 seconds East 166.38 feet, along said easterly right of way line of the Canadian National Railroad, to the Point of Beginning.

Said parcel contains 0.322 acres, more or less, of which 0.043 acres, more or less, is located within the existing right of way of South Lincoln Park Drive.

TEMPORARY EASEMENT 2 (TE 2)		
COURSE	BEARING	DISTANCE
POC-POB	S 28° 06' 10" W	123.71'
POB-16	S 61° 53' 50" E	11.79'
16-17	S 28° 38' 33" W	36.78'
17-18	S 17° 32' 37" W	436.59'
18-19	N 52° 04' 28" W	37.34'
19-1	N 17° 32' 37" E	298.27'
1-POB	N 28° 06' 10" E	166.38'

BEARINGS ARE BASED ON THE
ILLINOIS STATE PLANE
COORDINATE SYSTEM, NAD83
(2011 ADJUSTMENT), EAST ZONE.

SEE SHEET 1 OF 2 FOR PLAT.

I, BRIAN K. NICHOLSON, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS EASEMENT PLAT WAS MADE UNDER MY DIRECTION FOR AMEREN ILLINOIS. ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 27TH DAY OF FEBRUARY, 2019

B.K. 

2-27-2019

ILLINOIS PROFESSIONAL LAND
SURVEYOR NO. 3641
LICENSE EXPIRES NOVEMBER 30, 2020

[illegible]



Ameren
ILLINOIS

PROPERTY PLAT EASEMENT
CITY OF DECATUR SHEET 2 OF 2
SYSTEM # 3548
DECATUR, IL

NOTICE OF LIMITED RESPONSIBILITY
NOTES:
 THE RESPONSIBILITY OF THE UNDERSIGNED ENGINEER IS LIMITED TO THE DESIGN ONLY SHOWN ON PROJECT DRAWINGS AND DOCUMENTS BEARING HIS/HER SEAL, SIGNATURE OR INITIALS. HE/SHE DOES NOT HAVE AUTHORITY OVER THE PROJECT AS A WHOLE. IF UNDERSIGNED DESIGNS ANY RESPONSIBILITY FOR MORE THAN ONE'S SUBSEQUENT REVISIONS AND ANY OTHER DOCUMENTS ASSOCIATED WITH THE PROJECT WHICH DO NOT BEAR HIS/HER SEAL, SIGNATURE OR INITIALS.

ACCT	AIC 2 ZA	367 065 055 0	3089	02 017E	GT500010494
DRG	BKN	DATE	06-26-17	PLOTTED	02-17-18
SCALE	N/A				
DRAWING NUMBER					
REVW	JOH				
APPD	G-3548-01.1.1-7				

G-3548-01.1.1-7

AMEREN ILLINIOS NATURAL GAS
EASEMENT LOCATION MAP



SUBJECT: Ordinance Granting Permanent Easement to Ameren Illinois Company for the Installation of a Gas Regulator Station

ATTACHMENTS:

Description	Type
Ordinance Granting Permanent Easement to Ameren Illinois Company for the Installation of a Gas Regulator Station	Ordinance

ORDINANCE NO. _____

**ORDINANCE GRANTING PERMANENT EASEMENT
TO AMEREN ILLINOIS COMPANY FOR
THE INSTALLATION OF A GAS REGULATOR STATION**

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

Section 1. That the grant of Permanent Easement to Ameren Illinois Company presented to the City Council herewith and attached as Exhibit 1 and made a part herof, for a gas regulator station, for the following legal description be, and it is hereby, received, placed on file and approved.

A STRIP OF LAND BEING FORTY (40) FEET IN WIDTH AND IS DESCRIBED AS
FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF LOT 6 OF
THE SUBDIVISION OF LOT 8 OF THE NORTHEAST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 EAST
OF THE THIRD PRINCIPAL MERIDIAN, PER PLAT RECORDED IN BOOK 149 AT
PAGE 355 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY,
ILLINOIS, SAID POINT ALSO BEING AT THE INTERSECTION OF THE NORTH LINE
OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 22 WITH
THE EASTERLY RIGHT OF WAY LINE OF THE CANADIAN NATIONAL RAILROAD,
FORMERLY THE ILLINOIS CENTRAL RAILROAD; THENCE, ALONG BEARINGS
REFERENCE TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD83
(2011 ADJUSTMENT), EAST ZONE, SOUTH 89 DEGREES 55 MINUTES 15

SECONDS EAST 45.31 FEET ALONG SAID NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE SOUTH 28 DEGREES 06 MINUTES 10 SECONDS WEST 145.00 FEET ALONG A LINE THAT LIES 40.00 FEET SOUTHEAST OF AND PARALLEL TO SAID EASTERLY RIGHT OF WAY LINE OF THE CANADIAN NATIONAL RAILROAD; THENCE NORTH 61 DEGREES 53 MINUTES 50 SECONDS WEST 40.00 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF THE CANADIAN NATIONAL RAILROAD; THENCE NORTH 28 DEGREES 06 MINUTES 10 SECONDS EAST 123.71 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE OF THE CANADIAN NATIONAL RAILROAD, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.123 ACRES, MORE OR LESS.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said grant for a gas regulator station on behalf of the City of Decatur.

PRESENTED, PASSED, APPROVED AND RECORDED this ___th day of ____, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Gas Regulator Station Easement (IL Corporation)

REMS INFORMATION

Agreement ID: AIC-201901-14154

Project ID: 24941

EASEMENT

(Gas Regulator Station)

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 20____, that CITY OF DECATUR, ILLINOIS, a municipal corporation, its successors and assigns whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS, an Illinois corporation, its successors, assigns, licensees, agents, lessees, contractors, sub-contractors and tenants (hereinafter "Grantee"), the perpetual right and easement to construct, reconstruct, use, operate, maintain, inspect, renew and remove, a gas regulator station consisting of piping, hardware, valves, and other equipment for regulating gas, and appurtenances thereto, including without limitation a building or enclosure, fencing and pipelines to serve said station consisting of fittings, valves, pipes, and appurtenances; said gas regulator station and appurtenances to be located upon, over, and under the following described land owned by Grantor in Section 22, Township 16N, Range 2E, 3 P.M., Macon County, Illinois, to-wit:

PROPERTY DESCRIPTION:

See Exhibit "A" attached hereto and made a part hereof.

EASEMENT DESCRIPTION:

See Exhibit "B" attached hereto and made a part hereof.

together with all rights reasonably implied by and incidental to the exercise and enjoyment of said easement rights, including without limitation the right of ingress and egress to and over the above-described easement area and premises of Grantor adjoining the same, for all purposes herein stated; together with the right to trim, control, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, overhanging branches and other obstructions upon, over, and under the surface of said easement area and of the premises of Grantor

adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder or endanger the safety of said gas regulator station or appurtenances; and the right to license, permit, or otherwise agree to the use of said easement or any portion thereof or of said facilities by any other person, association, or corporation for the purposes hereinabove set out; and with the further right to remove at any time and from time to time, any or all of the said facilities, and appurtenances thereto located upon, over, across and under said land by virtue hereof.

Grantee shall be responsible for actual damages occurring on the herein described property as a result of the construction, operation, maintenance or repair of Grantee's facilities and shall reimburse the owner thereof for such loss or damages. Grantee shall not be responsible for any indirect, consequential or punitive damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee (1) that Grantor is the owner of the above-described land and has full right and authority validly to grant this easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by the day and year first above written.

CITY OF DECATUR, ILLINOIS
A municipal corporation

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: City Clerk

Title: Mayor

STATE OF ILLINOIS

COUNTY OF _____

} SS

I, the undersigned, a Notary Public, in and for said County and State aforementioned, do hereby certify that _____, personally known to me to be the Mayor of the City of Decatur, Illinois, a municipal corporation, and _____, personally known to me to be the City Clerk of said municipal corporation 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 severally acknowledged under oath that as such Mayor and City Clerk of said municipal corporation, they signed and delivered the said instrument as Mayor and City Clerk and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said municipal corporation as their free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 20__.

Notary Public

Prepared by: Kimberly Gross

Return to: Ameren Services
Kimberly Gross
Real Estate Agent
10 Executive Drive
Collinsville, IL 62234

KAG
WO# J09X9
01/09/2019

[This area intentionally left blank.]

Exhibit "A"

(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY)

All that part of this legal lying westerly and northerly of S. Lincoln Park Dr.:

BEGINNING AT THE NORTH WEST CORNER OF CLEMENT C WALTERS' ADDITION TO THE CITY OF DECATUR, THENCE SOUTH ALONG THE WEST LINE OF SOUTH MAIN STREET TO THE SOUTH WEST CORNER OF SAID ADDITION THENCE EAST ALONG THE SOUTH LINE OF SAID ADDITION TO THE WEST LINE OF SOUTH FRANKLIN STREET PRODUCED SOUTH, WHICH STREET IS ALSO KNOWN AS THE COUNTY BRIDGE ROAD, TO THE CENTER OF THE SANGAMON RIVER, THENCE NORTH WESTERLY ALONG AND UPON THE CENTER OF SAID SANGAMON RIVER TO THE EAST LINE OF A SIX ACRE LOT KNOWN AS THE DISTILLERY LOT, WHICH DISTILLERY LOT IS ALSO KNOWN AS LOT TWO OF THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 22, TOWNSHIP SIXTEEN NORTH, RANGE TWO EAST OF THE 3RD P M, THENCE NORTH 14 24 CHAINS TO THE NORTH LINE OF THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SAID SECTION 22, THENCE EAST TO THE PLACE OF BEGINNING.

AND

BEGINNING AT THE POINT OF INTERSECTION OF THE LINE RUNNING EAST AND WEST THROUGH THE CENTER OF THE NORTH EAST QUARTER OF SECTION NUMBER TWENTY-TWO (22) IN TOWNSHIP NUMBER SIXTEEN (16) NORTH RANGE NUMBER TWO (2) EAST OF THE THIRD (3RD) PRINCIPAL MERIDIAN WITH THE EAST BOUNDARY LINE OF THE ILLINOIS CENTRAL RAIL ROAD THENCE EAST TWO AND FORTY-EIGHT HUNDREDTH CHAINS ($2 \frac{48}{100}$) THENCE SOUTH FOURTEEN AND TWENTY-FOUR HUNDREDTH CHAINS ($14 \frac{24}{100}$) TO THE CENTER OF THE SANGAMON RIVER THENCE NORTH FIFTY (50°) DEGREES WEST DOWN THE CENTER OF SAID RIVER NINE AND TWELVE HUNDREDTH CHAINS ($9 \frac{12}{100}$) TO THE EAST LINE OF SAID ILLINOIS CENTRAL RAIL ROAD THENCE NORTH EASTERLY ALONG THE EAST LINE OF SAID ILLINOIS CENTRAL RAIL ROAD NINE AND ONE HALF CHAINS ($9 \frac{1}{2}$) TO THE PLACE OF BEGINNING.

EXCEPT:

A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD P.M. BEGINNING AT THE SOUTHEAST (SE) CORNER OF LOT 5 OF LOTS 5 AND 6 OF THE SUBDIVISION OF LOT 8 OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD P.M. AS PER PLAT RECORDED IN BOOK 149 PAGE 355 IN THE RECORDS OF THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, THENCE SOUTH 30 FEET TO A POINT, THENCE WEST 125 FEET ON A LINE PARALLEL TO THE SOUTH LINE OF LOT 5, THENCE NORTHWESTERLY A DISTANCE OF 115 FEET TO A POINT ON THE SOUTH LINE OF LOT 6, THENCE EAST ALONG SAID SOUTH LINE OF LOT 6 AND THE SOUTH LINE OF SAID LOT 5.

AND EXCEPT:

A TRACT OF LAND IN LOT 4 OF THE ASSESSOR'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, MACON COUNTY, ILLINOIS, AS PER PLAT RECORDED IN PLAT BOOK 22 ON PAGE 47 IN THE

RECORDER'S OFFICE OF SAID MACON COUNTY; THE BOUNDARY OF SAID TRACT OF LAND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE IRON PIN MONUMENT AT THE SOUTHEAST CORNER OF LOT 1 OF E. W. WOODS ADDITION IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22 AS PER PLAT RECORDED IN PLAT BOOK 149 AT PAGE 605 IN THE SAID RECORDER'S OFFICE, PROCEED ON THE EAST LINE OF SAID ADDITION AND SAID EAST LINE EXTENDED SOUTHERLY, ON A LOCAL BEARING OF SOUTH 00° 00' 00" EAST, 513.21 FEET TO A POINT IN THE EXISTING CHAIN LINK FENCE, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON SAID FENCE AND SAID FENCE EXTENDED EASTERLY NORTH 89° 30' 10" EAST, 10.00 FEET, TO THE WEST RIGHT OF WAY LINE OF OLD SOUTH MAIN STREET; THENCE ON SAID RIGHT OF WAY LINE SOUTH 00° 00' 00" EAST, 235.10 FEET TO AN IRON PIN MONUMENT (HEREINAFTER REFERRED TO AS POINT "A"); THENCE NORTH 73° 59' 45" WEST, 129.31 FEET TO AN IRON PIN MONUMENT; THENCE NORTH 58° 15' 40" WEST, 59.08 FEET TO AN IRON PIN MONUMENT (HEREINAFTER REFERRED TO AS POINT "B"); THENCE NORTH 31° 54' 00" EAST, 197.60 FEET TO A POINT IN THE AFOREMENTIONED CHAIN LINK FENCE; THENCE ON SAID FENCE NORTH 89° 30' 10" EAST, 60.12 FEET TO THE POINT OF BEGINNING.

Being Parcel No.: 04-12-22-277-004

Exhibit "B"

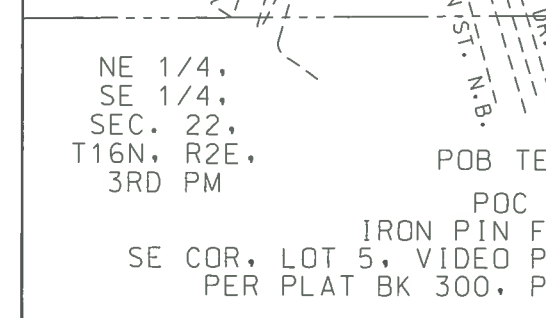
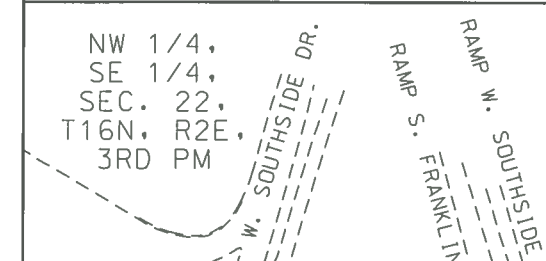
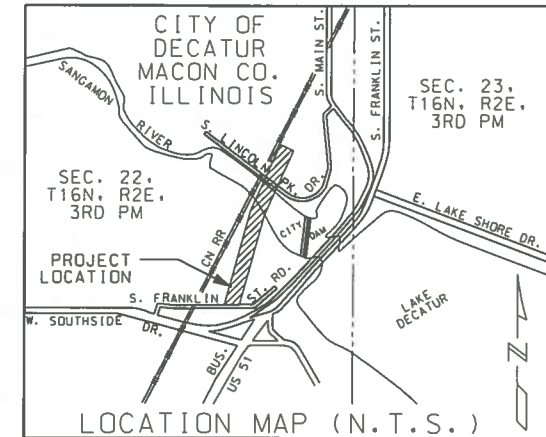
(LEGAL DESCRIPTION OF PERMANENT EASEMENT)

City of Decatur Station Permanent Easement Description (PE 2)

A strip of land being Forty (40) Feet in width and is described as follows:

Beginning at an iron pin found at the southwest corner of Lot 6 of the Subdivision of Lot 8 of the Northeast Quarter of the Northeast Quarter of Section 22, Township 16 North, Range 2 East of the Third Principal Meridian, per plat recorded in Book 149 at Page 355 of the records in the Recorder's Office of Macon County, Illinois, said point also being at the intersection of the north line of the south half of the Northeast Quarter of said Section 22 with the easterly right of way line of the Canadian National Railroad, formerly the Illinois Central Railroad; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, South 89 degrees 55 minutes 15 seconds East 45.31 feet along said north line of the south half of the Northeast Quarter of said Section 22; thence South 28 degrees 06 minutes 10 seconds West 145.00 feet along a line that lies 40.00 feet southeast of and parallel to said easterly right of way line of the Canadian National Railroad; thence North 61 degrees 53 minutes 50 seconds West 40.00 feet to said easterly right of way line of the Canadian National Railroad; thence North 28 degrees 06 minutes 10 seconds East 123.71 feet, along said easterly right of way line of the Canadian National Railroad, to the Point of Beginning.

Said parcel contains 0.123 acres, more or less.



AREA TABLE	
DESCRIPTION	AREA REQUIRED
PERMANENT EASEMENT 1	0.220 ACRES
PERMANENT EASEMENT 2	0.123 ACRES
TEMPORARY CONST. EASEMENT 1	2.734 ACRES
TEMPORARY CONST. EASEMENT 2	0.279 ACRES

NOTES:

BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD83 (2011 ADJUSTMENT), EAST ZONE.

FIELD WORK WAS COMPLETED IN DECEMBER 2016 AND IN JUNE 2017.

SEE SHEET 2 OF 2 FOR COURSE/DISTANCE CHARTS & LEGAL DESCRIPTIONS.

I, BRIAN K. NICHOLSON, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS EASEMENT PLAT WAS MADE UNDER MY DIRECTION FOR AMEREN ILLINOIS. ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

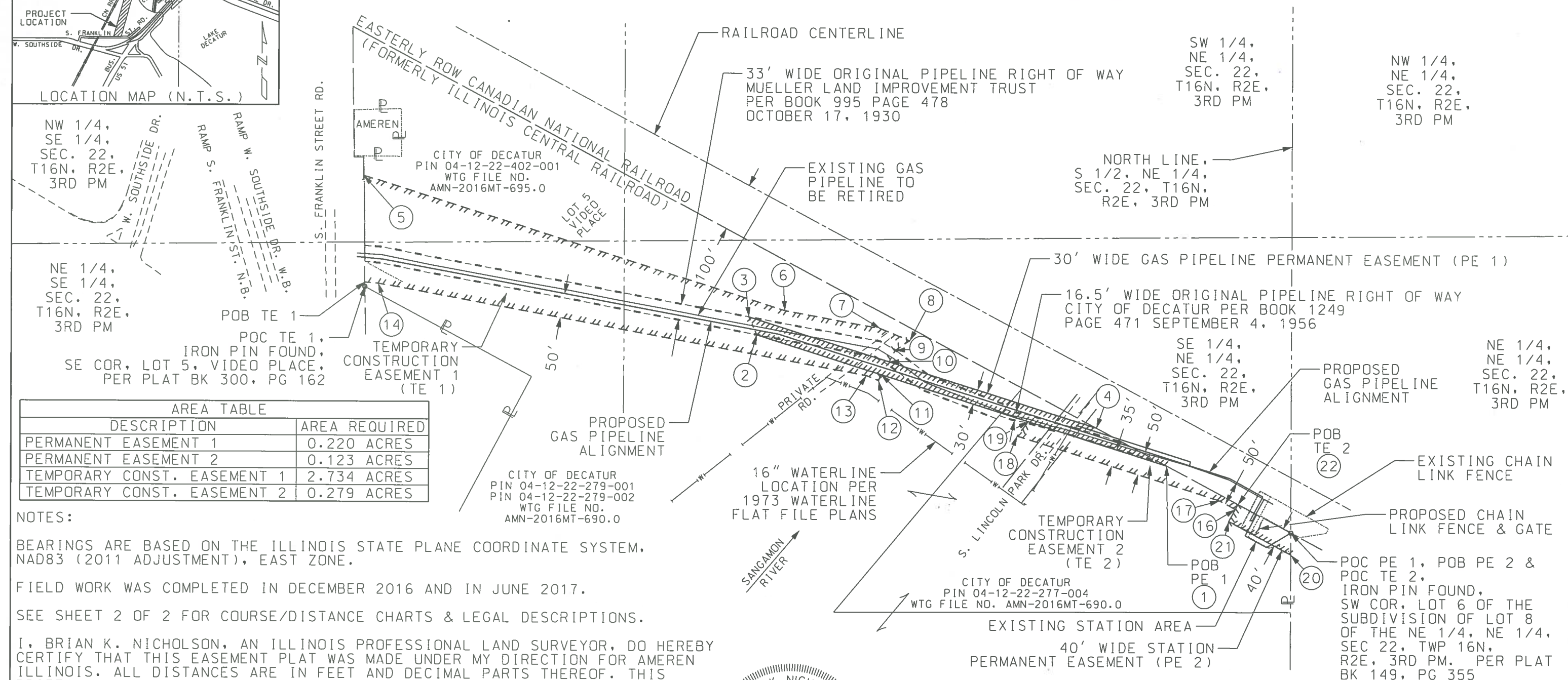
GIVEN UNDER MY HAND AND SEAL THIS 27TH DAY OF FEBRUARY, 2019

B. K. Nicholson
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3641
LICENSE EXPIRES NOVEMBER 30, 2020
DATE 2-27-2019

REV	DATE	DRF	DESCRIPTION	ENG	RVW	APPD	REV	DATE	DRF	DESCRIPTION	ENG	RVW	APPD	NOTES
0	02-27-19	BKN	WO# J09X9 ELWIN LATERAL EASEMENT EXHIBIT "B"	JOH	JOH									

EXHIBIT "B"

A PART OF LOT 5 OF VIDEO PLACE, AS PER PLAT RECORDED IN BOOK 300 AT PAGE 162 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS; A PART OF LOT 2 OF MUELLER THIRD RESURVEY, AS PER PLAT RECORDED IN BOOK 300 AT PAGE 129 OF THE RECORDS AFORESAID; AND A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4), AS PER LAND CONVEYANCE DOCUMENT IN BOOK 44 AT PAGE 6 OF THE RECORDS AFORESAID. ALL SITUATED IN SECTION TWENTY TWO (22), TOWNSHIP SIXTEEN NORTH (T16N), RANGE TWO EAST (R2E) OF THE THIRD PRINCIPAL MERIDIAN (3RD PM) MACON COUNTY, ILLINOIS.



LEGEND	
-----	CENTERLINE
-----	ORIGINAL PIPELINE R.O.W. LINE
=====	PERMANENT EASEMENT LINE
=====	TEMPORARY EASEMENT LINE
-----	SECTION LINE
-----	PUBLIC OR RAILROAD R.O.W. LINE



NOTICE OF LIMITED RESPONSIBILITY
THE RESPONSIBILITY OF THE UNDERSIGNED ENGINEER IS LIMITED TO THE DESIGN WORK SHOWN ON PROJECT DRAWINGS AND DOCUMENTS BEARING HIS/HER SEAL, SIGNATURE OR INITIALS. HE/SHE DOES NOT HAVE AUTHORITY OVER THE PROJECT AS A WHOLE. THE UNDERSIGNED DISCLAIMS ANY RESPONSIBILITY FOR WORK DONE UNDER SUBSEQUENT REVISIONS AND ANY OTHER DOCUMENTS ASSOCIATED WITH THE PROJECT WHICH DO NOT BEAR HIS/HER SEAL, SIGNATURE OR INITIALS.

PROPERTY PLAT EASEMENT	
CITY OF DECATUR SHEET 1 OF 2	
SYSTEM # 3548	
DECATUR, IL	
ACCT	AIC 2 ZA 387 0G5 0G5 0 J09X9 02 01TF ED GTSE001494
DRF	BKN DATE 06-26-17 PLOTTED 02-27-19 SCALE 1" = 200'
ENG	JOH DRAWING NUMBER
RVW	JOH
APPD	JOH
G-3548-01.1.1-6	
0	

A PART OF LOT 5 OF VIDEO PLACE, AS PER PLAT RECORDED IN BOOK 300 AT PAGE 162 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS; A PART OF LOT 2 OF MUELLER THIRD RESURVEY, AS PER PLAT RECORDED IN BOOK 300 AT PAGE 129 OF THE RECORDS AFORESAID; AND A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4), AS PER LAND CONVEYANCE DOCUMENT IN BOOK 44 AT PAGE 6 OF THE RECORDS AFORESAID. ALL SITUATED IN SECTION TWENTY TWO (22), TOWNSHIP SIXTEEN NORTH (T16N), RANGE TWO EAST (R2E) OF THE THIRD PRINCIPAL MERIDIAN (3RD PM) MACON COUNTY, ILLINOIS.

A strip of land being Thirty (30) Feet in width and is described as follows:

Commencing at an iron pin found at the southwest corner of Lot 6 of the Subdivision of Lot 8 of the Northeast Quarter of the Northeast Quarter of Section 22, Township 16 North, Range 2 East of the Third Principal Meridian, per plat recorded in Book 149 at Page 355 of the records in the Recorder's Office of Macon County, Illinois, said point also being at the intersection of the north line of the south half of the Northeast Quarter of said Section 22 with the easterly right of way line of the Canadian National Railroad, formerly the Illinois Central Railroad; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, South 28 degrees 06 minutes 10 seconds West 290.09 feet, along said easterly right of way line of the Canadian National Railroad, to the Point of Beginning; thence South 17 degrees 32 minutes 37 seconds West 885.41 feet to a point on the easterly line of a Thirty Three (33) foot wide right of way granted by Mueller Land Improvement Trust per Book 995 at Page 478 of the records aforesaid; thence South 66 degrees 07 minutes 19 seconds West 40.01 feet to a point on the westerly line of said Thirty Three (33) foot wide right of way granted by Mueller Land Improvement Trust; thence North 17 degrees 32 minutes 37 seconds East 750.95 feet to a point on said easterly right of way line of the Canadian National Railroad; thence North 28 degrees 06 minutes 10 seconds East 163.71 feet, along said easterly right of way line of the Canadian National Railroad, to the Point of Beginning.

Said parcel contains 0.564 acres, more or less; of which 0.226 acres, more or less, is located within a Thirty Three (33) foot wide right of way granted by Mueller Land Improvement Trust per Book 995 at Page 478 of the records aforesaid; of which 0.081 acres, more or less, is located within a Sixteen and One Half (16 1/2) foot wide right of way granted by the City of Decatur per Book 1249 at Page 471 of the records aforesaid; of which 0.037 acres, more or less, is located within the existing right of way of South Lincoln Park Drive.

Commencing at an iron pin found at the southeast corner of Lot 5 of Video Place, per Plat recorded in Book 300 at Page 162 of the Records in the Recorder's Office of Macon County, Illinois, said point also being on the existing northerly right of way line of South Franklin Street Road; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, South 89 degrees 16 minutes 10 seconds West 9.17 feet, along said existing northerly right of way line of South Franklin Street Road, to the Point of Beginning; thence continue South 89 degrees 16 minutes 10 seconds West 219.13 feet along said existing northerly right of way line of South Franklin Street Road; thence North 17 degrees 32 minutes 37 seconds East 911.64 feet; thence North 10 degrees 28 minutes 43 seconds East 200.17 feet; thence North 22 degrees 19 minutes 54 seconds East 65.66 feet to a point on the southerly bank of the Sangamon River; thence South 33 degrees 31 minutes 36 seconds East 36.24 feet along said southerly bank of the Sangamon River; thence South 62 degrees 29 minutes 16 seconds East 26.35 feet, along said southerly bank of the Sangamon River, to a point on the westerly line of a Thirty (30) foot wide Permanent Easement; thence South 17 degrees 32 minutes 37 seconds West 303.29 feet along said westerly line of said Permanent Easement; thence North 66 degrees 07 minutes 19 seconds East 40.01 feet to a point on the easterly line of said Thirty (30) foot wide Permanent Easement; thence North 17 degrees 32 minutes 37 seconds East 269.16 feet, along said easterly line of said Permanent Easement, to a point on the southerly bank of the Sangamon River; thence South 65 degrees 41 minutes 57 seconds East 13.24 feet along said southerly bank of the Sangamon River; thence South 22 degrees 19 minutes 54 seconds West 26.98 feet; thence South 10 degrees 28 minutes 43 seconds West 1021.84 feet; thence South 5 degrees 06 minutes 51 seconds West 30.21 feet to the Point of Beginning.

Said parcel contains 3.483 acres, more or less, of which 0.749 acres, more or less, is located within a Thirty Three (33) foot wide right of way granted by Mueller Land Improvement Trust per Book 995 at Page 478 of the records in the Recorder's Office of Macon County, Illinois.

GAS PIPELINE PERMANENT EASEMENT (PE 1)		
COURSE	BEARING	DISTANCE
POC-POB	S 28° 06' 10" W	290.09'
POB-2	S 17° 32' 37" W	885.41'
2-3	S 66° 07' 19" W	40.01'
3-4	N 17° 32' 37" E	750.95'
4-POB	N 28° 06' 10" E	163.71'

A strip of land being Forty (40) Feet in width and is described as follows:

Beginning at an iron pin found at the southwest corner of Lot 6 of the Subdivision of Lot 8 of the Northeast Quarter of the Northeast Quarter of Section 22, Township 16 North, Range 2 East of the Third Principal Meridian, per plat recorded in Book 149 at Page 355 of the records in the Recorder's Office of Macon County, Illinois, said point also being at the intersection of the north line of the south half of the Northeast Quarter of said Section 22 with the easterly right of way line of the Canadian National Railroad, formerly the Illinois Central Railroad; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, South 89 degrees 55 minutes 15 seconds East 45.31 feet along said north line of the south half of the Northeast Quarter of said Section 22; thence South 28 degrees 06 minutes 10 seconds West 145.00 feet along a line that lies 40.00 feet southeast of and parallel to said easterly right of way line of the Canadian National Railroad; thence North 61 degrees 53 minutes 50 seconds West 40.00 feet to said easterly right of way line of the Canadian National Railroad; thence North 28 degrees 06 minutes 10 seconds East 123.71 feet, along said easterly right of way line of the Canadian National Railroad, to the Point of Beginning.

Said parcel contains 0.123 acres, more or less.

Commencing at an iron pin found at the southwest corner of Lot 6 of the Subdivision of Lot 8 of the Northeast Quarter of the Northeast Quarter of Section 22, Township 16 North, Range 2 East of the Third Principal Meridian, per plat recorded in Book 149 at Page 355 of the records in the Recorder's Office of Macon County, Illinois, said point also being at the intersection of the north line of the south half of the Northeast Quarter of said Section 22 with the easterly right of way line of the Canadian National Railroad, formerly the Illinois Central Railroad; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, South 28 degrees 06 minutes 10 seconds West 123.71 feet, along said easterly right of way line of the Canadian National Railroad, to the Point of Beginning; thence South 61 degrees 53 minutes 50 seconds East 11.79 feet; thence South 28 degrees 38 minutes 33 seconds West 36.78 feet; thence South 17 degrees 32 minutes 37 seconds West 436.59 feet to a point on the northerly bank of the Sangamon River; thence North 52 degrees 04 minutes 28 seconds West 37.34 feet, along said northerly bank of the Sangamon River, to a point on the easterly line of a Thirty (30) foot wide Permanent Easement; thence North 17 degrees 32 minutes 37 seconds East 298.27 feet, along said easterly line of said Permanent Easement, to a point on said easterly right of way line of the Canadian National Railroad; thence North 28 degrees 06 minutes 10 seconds East 166.38 feet, along said easterly right of way line of the Canadian National Railroad, to the Point of Beginning.

Said parcel contains 0.322 acres, more or less, of which 0.043 acres, more or less, is located within the existing right of way of South Lincoln Park Drive.

STATION PERMANENT EASEMENT (PE 2)		
COURSE	BEARING	DISTANCE
POB-20	S 89° 55' 15" E	45.31'
20-21	S 28° 06' 10" W	145.00'
21-22	N 61° 53' 50" W	40.00'
22-POB	N 28° 06' 10" E	123.71'

TEMPORARY EASEMENT 2 (TE 2)		
COURSE	BEARING	DISTANCE
POC-POB	S 28° 06' 10" W	123.71'
POB-16	S 61° 53' 50" E	11.79'
16-17	S 28° 38' 33" W	36.78'
17-18	S 17° 32' 37" W	436.59'
18-19	N 52° 04' 28" W	37.34'
19-1	N 17° 32' 37" E	298.27'
1-POB	N 28° 06' 10" E	166.38'

BEARINGS ARE BASED ON THE
ILLINOIS STATE PLANE
COORDINATE SYSTEM, NAD83
(2011 ADJUSTMENT), EAST ZONE.

SEE SHEET 1 OF 2 FOR PLAT.

I, BRIAN K. NICHOLSON, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS EASEMENT PLAT WAS MADE UNDER MY DIRECTION FOR AMEREN ILLINOIS. ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 27TH DAY OF FEBRUARY, 2019

B.K. 

2-27-2019

ILLINOIS PROFESSIONAL LAND
SURVEYOR NO. 3641
LICENSE EXPIRES NOVEMBER 30, 2020

DATE _____

[illegible]

Economic & Community Development

DATE: 4/1/2019

MEMO: No. 19-19

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Raymond Lai, Director, Economic and Community Development
Susan Kretsinger, Neighborhood Inspections Administrator

SUBJECT: Resolutions Authorizing Weed Removal Contracts

SUMMARY RECOMMENDATION:

Six of the items on the City Council agenda are for resolutions authorizing weed removal contracts. City staff recommends approval of all six resolutions.

BACKGROUND:

This is the third time within the last five years that the City has solicited bids to hire individual contractors to mow lots owned by the Macon County Trustee at various locations throughout the community.

The City of Decatur accepted bids for removal of grass and weeds from lots owned by the Macon County Trustee that have failed to comply with Chapter 48 Section 8 of the City Code of Decatur. The City is divided into 21 Districts with each District ranging from 12 to 58 lots.

Bid Specifications and Scope of Work are: The Contractor shall provide all labor, tools and equipment to cut weeds and grass from Macon County Trustee-owned lots (a lot is defined as having one Macon County tax identification number and specified in the official legal description, no other description is acceptable) in the City of Decatur. The Contractor will accept the responsibility of cutting weeds and grass from vacant properties with weeds and grass cut to a height of less than three (3) inches and bushes and trees less than one (1) inch in diameter cut and removed. The contract period shall be from the date of award through December 31, 2019.

The City of Decatur will issue a work order on each job assignment describing the work to be performed. The work order must be picked up within 24 hours after notification and completed within ten (10) days after receipt. If, after ten (10) days, the work order has not

been completed, the work order will be withdrawn and reissued to another mowing contractor. Failure to perform within ten (10) days may be considered a default. The Contractor will be paid for each work order completed on an individual lot. The Contractor shall not complete the work if it does not match the description on the work order. The completed work orders shall be returned to the Neighborhood Inspections Division.

The Contractor will be responsible for placing any large materials and/or debris in a central location or curbside for clean up by the City of Decatur. The Contractor will notify the Neighborhood Inspections Division, who will then initiate the appropriate process for removal.

Each of these contracts will be governed by the laws of the United States, the State of Illinois and the City of Decatur, Illinois.

STAFF REFERENCE: Any questions can be forwarded to Scot Wrighton at wrighton@decaturil.gov or 217-424-2801, Raymond Lai at rlai@decaturil.gov or 217-424-2727 or Susan Kretsinger at skretsinger@decaturil.gov or 217-424-2783.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Council Bid Summary	Backup Material

RESOLUTION NO. R _____

**RESOLUTION AUTHORIZING WEED REMOVAL CONTRACT
NEW BEGINNING CONTRACTORS, INC.**

WHEREAS, the City of Decatur solicited bids to hire private contractors to provide weed removal and mowing services on lots owned by the Macon County Trustee which have been divided into 21 districts; and,

WHEREAS, staff recommends Districts 1 and 6 be awarded to New Beginning Contractors, Inc., ending December 31, 2019.

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

Section 1. That the City of Decatur, Illinois is hereby, authorized and directed to make payments to New Beginning Contractors, Inc., upon receipt of invoice for said weed removal at \$45 per mowing in Districts 1 and 6, for an estimated annual cost of Thirteen thousand seven hundred seventy dollars (\$13,770).

PRESENTED AND ADOPTED this 1st day of April 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

BID SUMMARY
WEED REMOVAL CONTRACTS - 2019

CONTRACTOR	DISTRICT	PRICE/LOT	ESTIMATED # OF LOTS	ESTIMATED # OF MOWING	ESTIMATED COST
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New Beginning					
	1	\$45.00	21	6	\$5,670.00
	6	<u>\$45.00</u>	30	6	<u>\$8,100.00</u>
	TOTAL		51		\$13,770.00

Brad Franzen					
	2	\$44.00	16	6	\$4,224.00
	9	<u>\$44.00</u>	12	6	<u>\$3,168.00</u>
	TOTAL		28		\$7,392.00

T.O.M. Lawncare					
	5	\$40.00	23	6	\$5,520.00
	7	<u>\$40.00</u>	42	6	<u>\$10,080.00</u>
	TOTAL		65		\$15,600.00

BID SUMMARY
WEED REMOVAL CONTRACTS - 2019

CONTRACTOR	DISTRICT	PRICE/LOT	ESTIMATED # OF LOTS	ESTIMATED # OF MOWING	ESTIMATED COST
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AZUIISH

4	\$35.00	12	6	\$2,520.00
8	\$35.00	41	6	\$8,610.00
10	\$35.00	43	6	\$9,030.00
16	\$35.00	32	6	\$6,720.00
17	\$35.00	23	6	\$4,830.00
20	\$37.00	19	6	\$4,218.00
21	<u>\$37.00</u>	40	6	\$8,880.00
TOTAL		210		\$44,808.00

JANDI Services

13	\$43.00	43	6	\$11,094.00
14	\$43.00	56	6	\$14,448.00
15	\$43.00	53	6	\$13,674.00
18	\$43.00	58	6	\$14,964.00
19	<u>\$43.00</u>	33	6	\$8,514.00
TOTAL		243		\$62,694.00

Nature's Way

3	\$44.00	34	6	\$8,976.00
11	\$44.00	44	6	\$11,616.00
12	<u>\$44.00</u>	39	6	\$10,296.00
TOTAL		117		\$30,888.00

TOTAL ANNUAL ESTIMATED COST	\$175,152
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SUBJECT: Resolution Authorizing Weed Removal Contract T.O.M. Lawncare

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. R _____

**RESOLUTION AUTHORIZING WEED REMOVAL CONTRACT
T.O.M. LAWN CARE**

WHEREAS, the City of Decatur solicited bids to hire private contractors to provide weed removal and mowing services on lots owned by the Macon County Trustee which have been divided into 21 districts; and,

WHEREAS, staff recommends Districts 5 and 7 be awarded to T.O.M. Lawncare ending December 31, 2019.

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

Section 1. That the City of Decatur, Illinois is hereby, authorized and directed to make payments to T.O.M. Lawncare, upon receipt of invoice for said weed removal at \$40 per mowing in Districts 5 and 7 for an estimated annual cost of Fifteen thousand six hundred dollars (\$15,600).

PRESENTED AND ADOPTED this 1st day of April 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

SUBJECT: Resolution Authorizing Weed Removal Contract Jandi Services

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. R _____

**RESOLUTION AUTHORIZING WEED REMOVAL CONTRACT
JANDI SERVICES**

WHEREAS, the City of Decatur solicited bids to hire private contractors to provide weed removal and mowing services on lots owned by the Macon County Trustee which have been divided into 21 districts; and,

WHEREAS, staff recommends Districts 13, 14, 15, 18 and 19 be awarded to Jandi Services ending December 31, 2019.

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

Section 1. That the City of Decatur, Illinois is hereby, authorized and directed to make payments to Jandi Services, upon receipt of invoice for said weed removal at \$43 per mowing in Districts 13, 14, 15, 18 and 19, for an estimated annual cost of Sixty-two thousand six hundred ninety four dollars (\$62,694)

PRESENTED AND ADOPTED this 1st day of April 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

SUBJECT: Resolution Authorizing Weed Removal Contract Nature's Way Lawn Services

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. R _____

**RESOLUTION AUTHORIZING WEED REMOVAL CONTRACT
NATURE’S WAY LAWN SERVICES**

WHEREAS, the City of Decatur solicited bids to hire private contractors to provide weed removal and mowing services on lots owned by the Macon County Trustee which have been divided into 21 districts; and,

WHEREAS, staff recommends Districts 3, 11 and 12 be awarded to Nature’s Way Lawn Services ending December 31, 2019.

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

Section 1. That the City of Decatur, Illinois is hereby, authorized and directed to make payments to Nature’s Way Lawn Services, upon receipt of invoice for said weed removal at \$44 per mowing in Districts 3, 11 and 12, for an estimated annual cost of Thirty thousand eight hundred eighty-eight dollars (\$30,888).

PRESENTED AND ADOPTED this 1st day of April 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

SUBJECT: Resolution Authorizing Weed Removal Contract Azuish Enterprise LLC

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. R _____

**RESOLUTION AUTHORIZING WEED REMOVAL CONTRACT
AZUISH ENTERPRISE LLC**

WHEREAS, the City of Decatur solicited bids to hire private contractors to provide weed removal and mowing services on lots owned by the Macon County Trustee which have been divided into 21 districts; and,

WHEREAS, staff recommends Districts 4, 8, 10, 16, 17, 20 and 21 be awarded to Azuish Enterprise LLC ending December 31, 2019.

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

Section 1. That the City of Decatur, Illinois is hereby, authorized and directed to make payments to Azuish Enterprise LLC, upon receipt of invoice for said weed removal at \$35 per mowing in Districts 4, 8, 10, 16 and 17 and at \$37 per mowing in Districts 20 and 21, for an estimated annual cost of Forty-four thousand eight hundred eight dollars (\$44,808).

PRESENTED AND ADOPTED this 1st day of April 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

SUBJECT: Resolution Authorizing Weed Removal Contract Brad Franzen

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. R _____

**RESOLUTION AUTHORIZING WEED REMOVAL CONTRACT
BRAD FRANZEN**

WHEREAS, the City of Decatur solicited bids to hire private contractors to provide weed removal and mowing services on lots owned by the Macon County Trustee which have been divided into 21 districts; and,

WHEREAS, staff recommends Districts 2 and 9 be awarded to Brad Franzen ending December 31, 2019.

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

Section 1. That the City of Decatur, Illinois is hereby, authorized and directed to make payments to Brad Franzen, upon receipt of invoice for said weed removal at \$44 per mowing in Districts 2 and 9, for an estimated annual cost of Seven thousand three hundred ninety two dollars (\$7,392)

PRESENTED AND ADOPTED this 1st day of April 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK