



**Tuesday, February 16, 2016
5:30 PM**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Minutes of February 1, 2016 City Council Meeting

IV. Unfinished Business

V. New Business

1. Proclamations and Recognitions
2. Ordinance Rezoning Property M-1 Intense Commercial/Light Industrial District and M-2 Heavy Industrial District to B-2 Commercial District 550 North Van Dyke Street
3. Resolution Authorizing the Execution of an Agreement and Purchase Order for SunGard Interface for Digital Ticket Program
4. Resolution Authorizing the Execution of Agreement with the Macon County Circuit Clerk for the Digital Ticket Program
5. Resolution Authorizing Professional Engineering Services Agreement to Crawford, Murphy & Tilly, Inc. For South Water Treatment Plant East Clarifiers Conversion Project
6. Resolution Approving Expenditure for Caterpillar Wheel Loader Operator Compartment Roll Over Protection Structure (ROPS)
7. Ordinance Annexing Territory--11 Cloyds Drive
8. Resolution Authorizing an Agreement with Chastain & Associates, LLC for Preliminary Design of the Meadowlark Neighborhood Drainage Improvement Project, City Project 2016-01
9. Resolution Authorizing an Intergovernmental Cooperation Agreement with

the Village of Long Creek and the Village of Mount Zion, Illinois, for Micro-Surfacing Projects

10. Ordinance Adding City Code Chapter 51.4 - Local Motor Fuel Tax
11. Consent Calendar: Items listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. If separate action is desired on any item, it will be removed from the Consent Calendar and considered separately.
 - A. Receiving and Filing of Minutes of Boards
 - B. Ordinance Amending City Code Chapter 52
 - C. Resolution Accepting Bid for Water Inventory Materials, Water Services

VI. Other Business

VII. Adjournment

Council Information - January 2016 Monthly Reports

Council Information - Street Jurisdictions within the City

CITY COUNCIL MINUTES
Monday, February 1, 2016

On Monday, February 1, 2016, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Tim Gleason attended the meeting as well.

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

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

Ora Jelks, a longtime resident of Decatur, introduced herself to Council.

Russell Shulke read a statement regarding prior Council actions.

Don Carmichael asked Council to consider an Ordinance that will allow citizens to let their grass grow without being mowed and without chemical application treatments to help our environment.

Jim Calhoun expressed his concerns about the proposed Local Motor Fuel Tax.

The minutes of January 19, 2016 City Council meeting were presented. Councilman Jerry Dawson moved the minutes be approved as written; seconded by Councilman Dana Ray, and on call of the roll, Councilmen Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson, and Bill Faber and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

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

This being the time set aside for Proclamations and Recognitions, a Proclamation was read by Richland Community College Board Chairman Bruce Campbell recognizing Dr. Gayle Saunders accomplishments over the last 15 years at Richland Community College.

R2016-06 Resolution Approving Expenditure Mixer Gear Box Emergency Repair at the South Water Treatment Plant, was presented.

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

Water Management Director Keith Alexander explained the necessity to recommend to the City Manager the need for an emergency repair.

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

R2016-07 Resolution Authorizing the Execution of a Service Agreement for the Supply of Electricity for Residential and Small Commercial Retail Customers Who Do Not Opt out of Such a Program (Electric Aggregation), was presented.

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

Assistant City Manager Billy Tyus gave a brief description of the Electric Aggregation program. Good Energy Representative Tom Leigh spoke about the successes of electric aggregation services and responded to Council's questions regarding electrical rates.

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

R2016-08 Resolution Authorizing Amendment to Services Agreement with Good Energy, L.P. for Professional Energy Consulting Services and Procurement in Relation to a Program for the Aggregation of Residential and Small Commercial Electric Accounts on an Opt-Out Basis, was presented.

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

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

R2016-09 Resolution Authorizing an Agreement with Agricultural Watershed Institute – Watershed Research and Education, was presented.

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

Steve John, Executive Director of the Agricultural Watershed Institute gave a presentation to Council on the Institute's work on developing biomass crops for Economic Development.

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

R2016-10 Resolution Authorizing Approval of Estimate Cummins Crosspoint for a Remanufactured Engine, was presented.

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

Upon call of the roll, Councilmen Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson, Bill Faber 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 B and asked if any Council member wished to have an item removed from Consent Calendar. Councilman Bill Faber requested Item A be removed. The Clerk read Item B:

B. R2016-12 Resolution Accepting Bids for Ammunition – Police Department.

Councilman Jerry Dawson moved that Consent Calendar Item B be approved by Omnibus Vote; seconded by Councilwoman Dana Ray, and on call of the roll, Councilmen Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson, Bill Faber and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2016-11 Resolution Approving Appointment to the Library Board:

Paulina Heinkel Library Board 7/1/2017

Councilman Bill Faber asked the Mayor to postpone the recommendation in order for the Council to meet the nominee. Mayor Moore Wolfe appreciated Councilman Faber's point, however, she wanted to move forward with the nomination.

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

This being the time set for Other Business, Fire Chief Jeff Abbott and Fire Marshall Lyle Meador presented information about recent fires, active smoke detector programs, and the key box program.

Mayor Julie Moore Wolfe called to Recess to a Study Session for the purpose of discussing:

Goal Setting Review
Local Motor Fuel Tax
Treasurer's Financial Report

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

Councilman Jerry Dawson shared his Goal Setting ideas with Council. Mayor encouraged the Public to submit their comments to Council regarding Goal Setting.

City Manager Tim Gleason gave a recap of the proposed Local Motor Fuel Tax. Council discussed adding a Sunset provision, how the City would prioritize the road work to be done, and future roadway maintenance. Council discussed \$.05 for retail and \$.01 for diesel.

Comments from the citizens:

John Phillips appealed to Council to look for administrative efficiencies in the processes to file the Motor Fuel Tax.

Jim Calhoun asked Council to look for better technologies for fixing our roads.

Max Pressgrove expressed his concerns about the oversize vehicles using the roadways and the Motor Fuel Tax.

Donna Cararra thought the tax money should be used for materials to repair the roads.

Jay Billingsley expressed all the fuel needs to be taxed wholesale and retail. Mr. Billingsley shared his concerns about how much money the local retailers are going to lose to the County.

Council requested a historical report of the proposed Motor Fuel Tax for the next presentation.

Finance Director Gregg Zientara gave a financial report on fiscal year ending 2015.

There being no further business, Councilman Jerry Dawson moved the regular Council meeting be adjourned; seconded by Councilman Pat McDaniel, and on call of the roll, Councilmen Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson, Bill Faber and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the Council meeting adjourned at 8:10 p.m.

Approved _____
Debra G. Bright
City Clerk

Development Services

DATE: 2/10/2016

MEMO: No. 16-04

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Rezone 550 North Van Dyke Street from M-1 Intense Commercial/Light Industrial District and M-2 Heavy Industrial District to B-2 Commercial District

SUMMARY RECOMMENDATION:

Staff recommends approval of the rezoning to B-2 Commercial District. The City Plan Commission voted 7-0 to recommend approval of this petition at the February 4, 2016 meeting; the minutes of the meeting are attached.

BACKGROUND:

The subject site located at 550 North Van Dyke Street is currently zoned M-1 Intense Commercial/Light Industrial District and M-2 Heavy Industrial District and consists of approximately three (3) acres.

The southern portion of this property was rezoned to M-1 Intense Commercial/Light Industrial District by City Council approval in March of 2015. This is a unique parcel in that its location makes it compatible with both the more industrial parcels to the north and east and with the more commercial uses to the west, south, southwest and east along the Eldorado Street corridor.

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

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

The surrounding zoning includes M-2 Heavy Industrial District to the north and east, M-1 Intense Commercial-Light Industrial District to the south and west and B-2 Commercial District to the west, southwest, and east. The Macon County and Decatur Comprehensive Plan shows this area as Employment. The existing uses of the property are permitted uses in the B-2 Commercial District. The existing uses are compatible with both the adjacent uses and zoning districts.

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

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

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

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Development Services	Bright, Debbie	Approved	2/11/2016 - 5:47 PM

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY
M-1 INTENSE COMMERCIAL/LIGHT INDUSTRIAL DISTRICT
AND M-2 HEAVY INDUSTRIAL DISTRICT TO
B-2 COMMERCIAL DISTRICT
- 550 NORTH VAN DYKE STREET -**

WHEREAS, on the 4th day of February, 2016, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of New Vision Church of God, to rezone premises legally described as:

All of Lots 7, 8, 9 and 10 (except the West 20 feet of Lot 7) in Block 2 of S.K. Thompson's Second Addition to the City of Decatur, as per plat recorded in Book U, Page 623 of the Records in the Recorder's Office of Macon County, lying North of the Wabash Railway right of way, except the right of way of the Illinois Traction, Inc., in Section 15, Township 16, Range 2 East of the Third Principal Meridian.

AND

Starting at the NW Corner of Lot Six (6) in Block Two (2) of S.K. Thompson's Second Addition to the City of Decatur located in the NW 1/4, NW 1/4, Section Fifteen (15), Township Sixteen (16) North, Range Two (2) East of the 3rd Principal Meridian, Macon County, Illinois, as surveyed in July 1857, thence South 154 feet along the West line of Lot 6, thence East 30 feet to the place of beginning; thence East 393 feet thru Lots 6, 5, 4 and part of Lot 3, thence South 74.42 feet, thence East 27.54 feet, thence South 29.86 feet, thence Southwesterly 37.64 feet along the N & W Railroad Right of Way to a point on the South line of Lot 3, thence West 423 feet along the South line of Lots 3, 4, 5 and 6 to a at the SW corner of Lot 6, thence North 130 feet along the West line of Lot 6, thence East 30 feet to the place of beginning. Situated in Macon County, Illinois,

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 16th day of February, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



City of Decatur, Illinois

PETITION FOR REZONING

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

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

424-2793
FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	NEW VISION CHURCH OF GOD Dow Moses				
Address	888 W ELDORADO ST				
City	DECATUR	State	IL	Zip	62522
Telephone	217-413-0503	Fax	217-428-5778	E-mail	nvcog@comcast.net
Property Owner	NEW VISION CHURCH OF GOD				
Address	888 W ELDORADO ST				
City	DECATUR	State	IL	Zip	62522
Telephone	217-413-0503	Fax	217-428-5778	E-mail	nvcog@comcast.net
Representative	Pastor Dow Moses				
Address	1412 W GROVE RD				
City	DECATUR	State	IL	Zip	62521
Telephone	217-413-0503	Fax	217-428-5778	E-mail	dfmoses@comcast.net

SECTION TWO: SITE INFORMATION

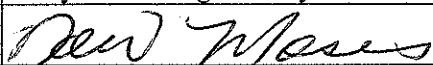
Street Address	888 W Eldorado St, Decatur IL 62522 and 550 N Van Dyke St, Decatur IL				
Legal Description	Attached Full Legal Property ID # 04-12-15-126-007 #04-12-15-126-010				
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1
	☒ M-1	☒ M-2	☐ M-3	☐ PMR-1	
Is this property a Planned Unit Development?					
☐ YES Approval Date: _____					
☒ NO					
Please list all improvements on the site:					
Size of Tract	3	☐ SF	☒ AC		

SECTION THREE: REQUESTED ACTION

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

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
To be used for New Vision Church, New Vision Food Pantry and New Vision Thriftstore.	

SECTION FOUR: JUSTIFICATION
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):
Ask to down the zoning to meet for a place of worship.

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 01/04/2016

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

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

(Parcel 1) All of Lots Seven (7), Eight, (8), Nine (9) and Ten (10) (Except the West 20 feet of Lot Seven (7)) in Block Two (2) of S. K. Thompson's Second Addition to the City of Decatur, as per plat recorded in Book "U", Page 623 of the Records in the Recorder's office of Macon County, lying North of the Wabash Railway right of way, EXCEPT the right of way of the Illinois Traction, Inc., in Section Fifteen (15), Township Sixteen (16) North, Range Two (2) East of the Third Principal Meridian.

AND

Starting at the NW corner of Lot Six (6) in Block Two (2) of S. K. Thompson's Second Addition to the City of Decatur located in the NW 1/4, NW 1/4, Section Fifteen (15), Township Sixteen (16) North, Range Two (2) East of the 3rd Principal Meridian, Macon County, Illinois, as surveyed in July, 1857, thence South 154 feet along West line of Lot 6, thence East 30 feet to the place of beginning; thence East 393 feet thru Lots 6, 5, 4 and Part of Lot 3, thence West 393 feet along South line of Lots 3, 4, 5 and 6 to a point 30 feet East of the SW corner of Lot 6, thence North 130 feet to the place of beginning, except a parcel of land off of the South side of Lots 5 and 6 previously deed to The Polar Company by Warranty Deed dated April 29, 1931 and described as beginning at a point in the South line of Lot Six (6) in Block Two (2) of S. K. Thompson's Second Addition to the City of Decatur, in the county aforesaid, as per Plat recorded in the office of the Recorder of Deeds of said County of Macon in Book "U", Page 623, 30 feet East of the Southwest corner of said Lot Six (6), as originally platted, and running thence East along the South line of said Lot Six (6) and the South line of Lot Five (5) in said Block Two (2), 118 feet; thence North parallel with the West line of said Lot Six (6), 4 feet; thence West parallel with the South line of said Lot Five (5), 9 feet; thence in a Northwesterly direction to a point 9 feet North and 45 feet East of said place of beginning; thence West parallel with the South line of said Lot Six (6), 45 feet and thence South 9 feet to the place of beginning; and said grantor also conveys and quit claims to said grantee a rectangular tract in said Lot Six (6) as originally platted, 9 feet in width from North to South and extending Westerly to the West line of said Lot Six (6), lying immediately West of the tract first above described. Subject to easements reserved in Warranty Deed dated February 28, 1910 and recorded March 3, 1910 in Book 336, Page 266 as Document No. 52931. Subject to terms, conditions and restriction contained in Deed dated April 27, 2007 and recorded April 27, 2007 in Book 3797, Page 205 as Document No. 1727434. Situated in Macon County, Illinois.

STAFF REPORT
Decatur City Plan Commission

COMMON NAME: 550 North Van Dyke Street

GENERAL INFORMATION

Hearing Date February 4, 2016
Calendar No. 16-01
Property Location 550 North Van Dyke Street
Requested Action Rezone from M-2 Heavy Industrial District and M-1 Intense Commercial-Light Industrial District to B-2 Commercial District
Petitioner New Vision Church of God

LAND USE AND ZONING

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Commercial	M-1 and M-2	Employment
North	Industrial	M-2	Employment
South	Commercial	M-1	Retail
East	RR ROW	M-2	Transportation/Utility
West	Commercial	B-2 and M-1	Retail

BACKGROUND

1. The subject site located at 550 North Van Dyke Street is currently zoned M-1 Intense Commercial/Light Industrial District and M-2 Heavy Industrial District and consists of approximately three (3) acres.
2. The southern portion of this property was rezoned to M-1 Intense Commercial/Light Industrial District by City Council approval in March of 2015.

PROJECT DESCRIPTION

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

STAFF ANALYSIS

1. Rezoning the site from M-1 Intense Commercial-Light Industrial District and M-2 Heavy Industrial District to B-2 Commercial District would decrease the intensity of the uses permitted on the site and not create any adverse effects on the adjacent properties or the City as a whole.
2. The surrounding zoning includes M-2 Heavy Industrial District to the north and east, M-1 Intense Commercial-Light Industrial District to the south and west and B-2 Commercial District to the west. The Macon County and Decatur Comprehensive Plan shows this area as Employment. The existing uses of the property are permitted uses in the B-2 Commercial District. The existing uses are compatible with both the adjacent uses and zoning districts.

STAFF RECOMMENDATION

1. Staff recommends approval of the rezoning.

PLAN COMMISSION ACTION

1. Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 16-01 to the City Council with a recommendation for approval is suggested.

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

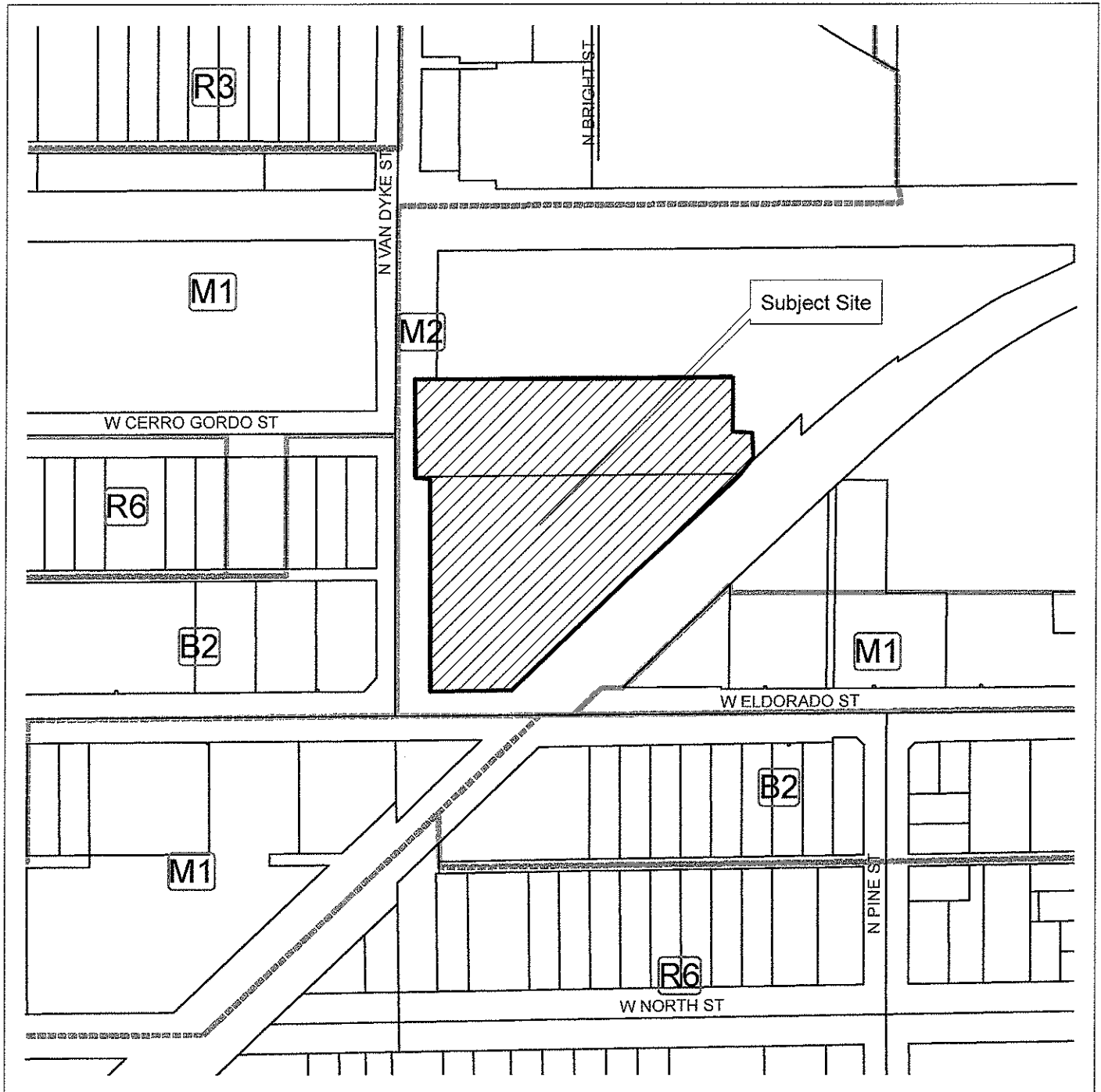
Suzan M. Stickle
Senior Planner

ATTACHMENTS

1. Petition
2. Location Map

Decatur City Plan Commission

550 North Van Dyke Street



Cal. No.: 16-01
Date: February 4, 2016
Petition of: New Vision Church of God
Requested Action: Rezone to B-2 Commercial District

0 250 500
Feet



Legend

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

Excerpts from Plan Commission Meeting of February 4, 2016:

Cal. No. 16-01

Petition of NEW VISION CHURCH OF GOD, to
rezone property located at 550 NORTH VAN
DYKE STREET from M-1 Intense
Commercial/Light Industrial District and M-2
Heavy Industrial District to B-2 Commercial
District.

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

Ms. Stickle presented the recommendation of staff:

The subject site located at 550 North Van Dyke Street is currently zoned M-1 Intense Commercial/Light Industrial District and M-2 Heavy Industrial District and consists of approximately three (3) acres.

The southern portion of this property was rezoned to M-1 Intense Commercial/Light Industrial District by City Council approval in March of 2015.

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

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

The surrounding zoning includes M-2 Heavy Industrial District to the north and east, M-1 Intense Commercial-Light Industrial District to the south and west and B-2 Commercial District to the west. The Macon County and Decatur Comprehensive Plan shows this area as Employment. The existing uses of the property are permitted uses in the B-2 Commercial District. The existing uses are compatible with both the adjacent uses and zoning districts.

Staff recommends approval of the rezoning.

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 16-01 to the City Council with a recommendation for approval is suggested.

Mr. Dow Moses, representative, was sworn in by Mrs. Poland.

Mr. Moses said the church purchased the Ice House in 2015 not realizing the zoning was not appropriate for a church. The ministry consists of three (3) divisions which are the church, a thrift store and a food pantry. The B-2 Commercial District will accommodate all of them.

There were no questions and no objectors present.

It was moved and seconded (Myatt/Sotiroff) to forward Calendar No. 16-01 to the City Council with a recommendation for approval. Motion carried unanimously.

Police Department

DATE: 2/10/2016

MEMO: 16-16

TO: Honorable Mayor Julie Moore Wolfe
Decatur City Council Members

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

SUBJECT: SunGard Interface for the DigiTicket Electronic Ticketing Solution Software

SUMMARY RECOMMENDATION: The Decatur Police Department recommends executing an Agreement for the Purchase of the SunGard Interface for the DigiTicket Electronic Ticketing Solution Software by Saltus Technologies.

BACKGROUND:

The agreement is with SunGard Public Sector, which is the vendor for our current Records Management System. This agreement will allow for the creation of an interface for the electronic importation of the Citations written in the Saltus DigiTicket System to the SunGard Records Management System at a total cost of \$18,095.00. Utilizing DigiTicket with the SunGard Interface will reduce human error and cut approximately eight hours per week of data entry by the Decatur Police Department's Records Unit personnel.

The agreement is between the Decatur Police Department, the Macon County Sheriff's Office and the Mt. Zion Police Department to share the cost of the SunGard Public Sector interface expenses. The total cost of this interface agreement is \$18,095.00 which will be paid by the Decatur Police Department DUI Fund. The Macon County Sheriff's Department will reimburse the City of Decatur, \$4,523.75 and the Mt. Zion Police Department will reimburse the City of Decatur \$904.75.

POTENTIAL OBJECTIONS: None anticipated.

STAFF REFERENCE: James E. Getz Jr., Interim Chief of Police, 424-2768,
jgetz@decaturil.gov

BUDGET/TIME IMPLICATIONS:

The total final City of Decatur cost for year one of the interface agreement with SunGard is

\$12,666.50. Successive years' maintenance costs are \$2240.00 per year. The costs for the first year and successive years' expenses will be taken from the DUI Fund and from E-Citation Funds which are maintained in the DUI Fund.

ATTACHMENTS:

Description	Type
SunGard DigiTicket Interface Resolution	Resolution Letter
Agreement with Macon County Sheriff and Mt. Zion Police Department	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Police Department	Bright, Debbie	Approved	2/11/2016 - 5:50 PM

RESOLUTION NO. R2016 - _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT AND
PURCHASE ORDER FOR SUNGARD PUBLIC SECTOR
INTERFACE FOR SALTUS DIGITICKET SOFTWARE
DECATUR POLICE DEPARTMENT

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

Section 1. The Resolution Authorizing the Execution of an Agreement between the Decatur Police Department, Macon County Sheriff's Office, and Mt. Zion Police Department and Purchase Order for Sungard Public Sector Interface for Saltus DigiTicket Software shall be, and the same is hereby received, placed on file and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said Agreement with the Macon County Sheriff's Office and the Mt. Zion Police Department.

Section 3. That the City Manager or his designee be, and they are hereby, authorized and directed to issue a Purchase Order on behalf of the City of Decatur to SunGard Public Sector, Inc. in an amount not to exceed \$18,095.00 for the purchase of Digital Ticket Interface.

PRESENTED AND ADOPTED THIS 16th day of February, 2016.

Julie Moore Wolfe
MAYOR

ATTEST:

CITY CLERK

AGREEMENT
BY AND BETWEEN
THE MACON COUNTY SHERIFF,
THE DECATUR POLICE DEPARTMENT,
AND
THE MT. ZION POLICE DEPARTMENT
REGARDING THE SUNGUARD INTERFACE FOR THE DIGITICKET ELECTRONIC TICKETING
SOLUTION SOFTWARE BY SALTUS TECHNOLOGIES

This Agreement ("Agreement") is made between the Decatur Police Department ("Decatur"), the Macon County Sheriff ("Sheriff") and the Mt. Zion Police Department ("Mt. Zion") (collectively, the "Parties") to provide for the purchase of a SunGard interface, which will allow for the importing of digital citations from the digiTicket electronic ticketing solution software by Saltus Technologies.

WHEREAS, Decatur, the Sheriff and Mt. Zion are empowered under the laws of the State of Illinois and under the rules of their governing bodies to enter into contracts to the extent that said contracts do not exceed amounts appropriated therefore by their respective governing bodies.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Decatur will purchase the SunGard interface, which will allow all Parties to import citation data from the electronic ticketing software into the RMS system that is in use by the Parties.
2. Decatur will receive and pay the invoice from SunGard for the interface, project management, and installation of the software/hardware.
3. Mt. Zion agrees to pay Decatur 5% of the final bill from SunGard for the interface, project management, and installation of the software/hardware.
4. The Sheriff agrees to pay Decatur 25% of the final bill from SunGard for the interface, project management, and installation of the software/hardware.
5. Decatur will invoice the Sheriff and Mt. Zion for the SunGuard interface agreement's recurring annual fees in accordance with the original October 2011 agreement between the Parties regarding the SunGard software, specifically Section 3.
6. The Parties agree that any of the Parties may terminate its participation in this Agreement. The Parties understand and agree that if any party wishes to terminate its participation, it shall provide written notice to the other Parties no less than 30 days prior to the effective date of such termination. Further, the Parties understand and agree that any monies paid by the terminating party pursuant to this Agreement prior to the date of termination shall not be refundable.
7. This Agreement may only be amended in writing signed by all Parties.

8. All notices or other correspondence required to be given to either party pursuant to this Agreement shall be mailed to the following:

Macon County Sheriff
Sheriff Thomas P. Schneider
253 East Wood Street
Decatur, Illinois 62523

Decatur Police Department
Interim Chief James Getz
707 West South Side Drive
Decatur, Illinois 62521

Mt. Zion Police Department
Chief Adam Skundberg
400 West Main Street
Mt. Zion, Illinois 62549

9. In case any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected.

10. This Agreement, including the rights, benefits and duties hereunder, shall not be assignable by either party without the prior written consent of the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year set forth below.

FOR THE DECATUR POLICE DEPARTMENT

James E. Getz Jr., Interim Chief of Police

Date: _____

FOR THE MACON COUNTY SHERIFF

Thomas P. Schneider, Sheriff

Date: _____

FOR THE MT. ZION POLICE DEPARTMENT

Adam Skundberg, Chief of Police

Date: _____

Police Department

DATE: 2/10/2016

MEMO: 16-15

TO: Honorable Mayor Julie Moore Wolfe
Decatur City Council Members

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

SUBJECT: Digital Ticket Program

SUMMARY RECOMMENDATION: The Decatur Police Department requests to join with the Macon County Circuit Clerk, Macon County Sheriff's Department and the Mt. Zion Police Department to implement a Digital Ticket Process, while sharing the costs.

BACKGROUND: The Macon County Circuit Clerk entered into an agreement with Saltus Technologies which is one of the two companies approved by the State of Illinois to be a vendor to law enforcement for digital tickets. By partnering with the other agencies, the cost of this program to the City is reduced. This system will allow officers to complete city ordinance arrests and traffic and vehicle stop studies required by the State of Illinois. Utilizing the "DigiTicket" will reduce human error when issuing citations and making city ordinance arrests. This program will likely reduce approximately eight hours per week of data entry by the Decatur Police Department's Records Unit personnel.

POTENTIAL OBJECTIONS: None Anticipated.

STAFF REFERENCE: James E. Getz Jr., Interim Chief of Police, 424-2768,
jgetz@decaturil.gov

BUDGET/TIME IMPLICATIONS: The Macon County Circuit Clerk entered into an agreement with Saltus Technologies for Digital Tickets. The total cost of the agreement is \$60,329.00. The Decatur Police Department will only be responsible for **\$7331.00** which will be paid for with Electronic Citation fees which are maintained in the DUI fund. Annual maintenance fees in successive years, in the amount of \$6178.00 will also be paid to the Macon County Circuit Clerk. These annual maintenance fees will also be paid for with electronic citation fees.

ATTACHMENTS:

Description	Type
Digital Ticket Program Resolution	Resolution Letter
Agreement with Circuit Clerk	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Police Department	Bright, Debbie	Approved	2/11/2016 - 5:50 PM

RESOLUTION NO. R2016 - _____

RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT
WITH THE MACON COUNTY CIRCUIT CLERK
FOR THE DIGITAL TICKET PROGRAM
DECATUR POLICE DEPARTMENT

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

Section 1. The Resolution Authorizing the Execution of Agreement with the Macon County Circuit Clerk for the Digital Ticket Program shall be, and the same is hereby received, placed on file and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said Agreement and authorize expenditure of funds on behalf of the City of Decatur to the Macon County Circuit Clerk in an amount of \$7331.00 for its share of the Saltus Technologies Purchase Agreement.

PRESENTED AND ADOPTED THIS 16th day of February, 2016.

Julie Moore Wolfe
MAYOR

ATTEST:

CITY CLERK

AGREEMENT
BY AND BETWEEN
THE MACON COUNTY CIRCUIT CLERK
AND
THE DECATUR POLICE DEPARTMENT
REGARDING THE DIGITICKET ELECTRONIC TICKETING SOLUTION
SOFTWARE/HARDWARE BY SALTUS TECHNOLOGIES

This Agreement (“Agreement”) is hereby made and entered into as of the date of execution by and between the Macon County Circuit Clerk (“Circuit Clerk”) and the Decatur Police Department (“Department”) (collectively, “Parties”) to provide for the purchase of the digiTicket electronic ticketing solution software/hardware by Saltus Technologies.

WHEREAS, the Circuit Clerk and the Department are empowered under the laws of the State of Illinois and under the rules of their governing bodies to enter into contracts to the extent that said contracts do not exceed amounts appropriated therefore by their respective governing bodies.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. The Circuit Clerk shall purchase the digiTicket software/hardware program, as presented to the Circuit Clerk in the purchase agreement with Saltus Technologies dated November 20, 2015.
2. The Circuit Clerk shall bill the Department \$7,331.00 for its portion of the purchase agreement. Said billing shall occur after January 1, 2016, and shall cover the purchase of 17 scanners and the implementation of Ordinance Violations.
3. The Department shall pay its portion within 10 days of being invoiced for said portion.
4. Beginning in year two of the Circuit Clerk’s agreement with Saltus Technologies (“Saltus Agreement”), the Department agrees to pay to the County \$6,178.00 per year, which shall constitute recurring annual fees, for the life of the Saltus Agreement. Said recurring annual fees shall include the annual maintenance, support fees and web hosting fees.
5. The Department agrees to pay such recurring annual fees within 10 days of being invoiced for the same by the Circuit Clerk.
6. The Circuit Clerk and the Department agree that the recurring annual fees described above will be reduced on a pro rata basis in the event that additional law enforcement agencies begin using the digiTicket system. It is understood and agreed that at the time of adoption of this Agreement, the Macon County Sheriff’s Office and the Mt. Zion Police Department are already using the digiTicket system.

7. The Circuit Clerk agrees to provide to the Department all necessary access to the digiTicket system, insofar as said access pertains to all proper functions, duties, and responsibilities of the Department.
8. The Circuit Clerk agrees to consult with the Department in any future negotiations with Saltus Technologies, as they pertain to future purchase agreements or extensions of the current purchase agreement with Saltus Technologies for the digiTicket system. The Department understands and agrees that the Circuit Clerk shall have sole final decision-making authority with respect to the terms of any such new future agreements or extensions.
9. The Parties agree that the Department may terminate its participation in this Agreement. The Department understands and agrees that if it wishes to terminate its participation, it shall provide written notice to the Circuit Clerk no less than 30 days prior to the effective date of such termination. Further, the Department understands and agrees that any monies paid by it to the Circuit Clerk pursuant to this Agreement prior to the date of termination shall not be refundable.
10. This Agreement may only be amended in writing signed by both Parties.
11. All notices or other correspondence required to be given to either party pursuant to this Agreement shall be mailed to the following:

Macon County Circuit Clerk Hon. Lois A. Durbin 253 East Wood Street Decatur, Illinois 62523	Decatur Police Department Interim Chief James E. Getz Jr. 707 West South Side Drive Decatur, Illinois 62521
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12. In case any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected.
13. This Agreement, including the rights, benefits and duties hereunder, shall not be assignable by either party without the prior written consent of the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year set forth below.

FOR THE MACON COUNTY CIRCUIT CLERK

 Lois A. Durbin, Macon County Circuit Clerk

Date: _____

FOR THE DECATUR POLICE DEPARTMENT

 James E. Getz Jr., Interim Chief of Police

Date: _____

Water Management

DATE: 2/9/2016

MEMO: 2016-05

TO: Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Keith Alexander, Director of Water Management
Jerry Stevens, P.E., Engineering Services Coordinator

SUBJECT: Resolution Authorizing Professional Engineering Services Agreement to
Crawford, Murphy & Tilly, Inc. For South Water Treatment Plant East Clarifiers
Conversion Project

SUMMARY RECOMMENDATION:

Council adopt the attached Resolution authorizing a Professional Engineering Services Agreement with Crawford, Murphy and Tilly, Inc. for South Water Treatment Plant East Clarifiers Conversion at a cost not to exceed \$871,000.

BACKGROUND:

The South Water Treatment Plant has four large outdoor concrete and steel clarifiers that are critical to the facility's operation. In them, Lake Decatur water is mixed with several chemicals and compounds to begin the water purification process. The clarifiers operate in pairs. The primary clarifiers perform the initial purification process and the secondary clarifiers perform the final clarification of the water before flowing into the South Plant filter room. If any clarifier becomes inoperable, it disrupts 50% of the Water Plant's purification process. At least two of the clarifiers are always operating 24 hours per day, 7 days per week, and are continuously exposed to the elements. See Attachments A and B for clarifier photos.

When the clarifiers were constructed in 1988, they were the best available technology at that time. Due to age, frequent use and continuous exposure to the elements, the two east clarifiers need to be completely rebuild or replaced with today's best available technology, which is a claricone system.

The operational advantages and cost savings of claricones are:

- They are a remarkably simple and highly durable design that doesn't require large complex constantly moving components that eventually wear out. Components that can be eliminated if claricones are constructed include 28 year old mixing systems, process piping, valves and actuators.
- Significant reduction in the amount of maintenance staff hours and maintenance expenses.
- Significant reduction in the amount of electricity used and the South Water Treatment Plant's carbon footprint.
- Moderate reduction in the amount of water purification chemicals used.
- Moderate reduction in the cost to recycle the lime residual byproduct of the water purification process.
- Unlike the current clarifiers, claricones do not operate in pairs. Instead, they operate independently which provides a very high degree of water purification flexibility and system redundancy.
- Each pair of current clarifiers can treat 18 million gallons per day of water. Two claricones can treat 20 million gallons which is an 11% increase.
- There are no operational disadvantages of claricones.

In order to determine the long term financial impacts of rebuilding all four clarifiers or converting them to claricones, a 25 year present value analysis (assuming 2 % annual inflation) was completed for both options. The results of the analysis are that converting the clarifiers to claricones is essentially the same long term cost as rebuilding them. See Attachment C for details. It is important to note that the useful life expectancy of claricones is approximately 40 years compared to the approximately 25 year life expectancy of rebuilt clarifiers.

25 Year Cost to Rebuild the Clarifiers	\$76,934,150
Net Present Value	\$47,980,111
25 Year Cost for Claricone Conversion	\$72,990,438
Net Present Value	\$48,407,481

In 2013 the City Council approved the Reliable Water System Program which included water rate increases to fund the replacement of aging system components such as the clarifiers.

Since converting the clarifiers to claricones is far superior to rebuilding the clarifiers, a Request for Qualifications and Proposals to perform this work for the East clarifiers was issued in October with proposals due on December 15, 2015. Ten engineering firms were also directly notified of the request. Three proposals were received and independently evaluated by a five member City staff panel. A summary of the proposal costs is shown in Attachment D.

The panel's consensus was that Crawford, Murphy and Tilly, Inc. (CMT) was best suited for this project for these reasons:

- CMT has significantly more experience with claricones compared to the other firms.
- CMT has the most experience with large concrete claricones including 3 claricones for the City of Springfield that are very similar to Decatur's. The other firms do not have this experience.
- The same CMT staff that worked on Springfield's claricone projects would be assigned to Decatur's project.
- CMT's proposal was for a significantly lower cost than the other proposing firms.

The primary services that CMT will provide for the East clarifiers are:

- Claricone and associated components design - lump sum cost \$545,000
- Permitting and bidding assistance - cost not to exceed \$26,000
- Construction management services - cost not to exceed \$266,000
- State Revolving Fund loan assistance - lump sum cost \$34,000
- Total cost not to exceed \$871,000

In addition to the services that CMT will provide, the preliminary construction cost estimate to convert the East clarifiers is \$10.4M. The preliminary project schedule is:

Claricone Design	March 2016 – February 2017
Permitting & Bidding	March 2017 – October 2017
Construction	October 2017 – January 2019

In 2019, after the East clarifiers are converted, their performance will be evaluated along with an update to the City's projected water demand. City staff will then report these findings to the City Council, including a proposal to convert one or both of the West clarifiers if need be.

The preliminary design and construction cost estimate to convert the West clarifiers is \$11.3M. If both West clarifiers are constructed, the preliminary project schedule is:

Claricone Design	March 2020 – February 2021
Permitting & Bidding	March 2021 – October 2021
Construction	October 2021 – January 2023

If four claricones are ultimately constructed, the South Water Treatment Plant capacity will increase from 36 million gallons per day to 40 million gallons. This 11% increase will enhance the City's economic development opportunities by being able to supply more water to:

- Existing customers that are expanding operations.
- New businesses locating to Decatur.

Attachment E is an overhead view of the East clarifiers converted to claricones.

Attachment F is a cross section view of a clarifier converted to a claricone.

Attachment G is a photo of one of the City of Springfield's claricones while under construction.

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES:

Gregg Zientara, Director of Financial Management

STAFF REFERENCE: Keith Alexander, Director of Water Management, 217-424-2863 or kalexander@decaturil.gov Jerry Stevens, Engineering Services Coordinator, 217-424-2833, jstevens@decaturil.gov Don Giger, Water Production Operations Supervisor, 217-424-2866, dgiger@decaturil.gov

BUDGET/TIME IMPLICATIONS:

These professional engineering services are in the 2016 Water Non Lake Capital budget. The design portion of this project will take approximately 12 months to complete.

COPY:

Steven Bainbridge, BGM & Associates
Ty Besalke, CMT, Inc.
Steve Myers, Farnsworth Group

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Attachment A	Backup Material
Attachment B	Backup Material
Attachment C	Backup Material
Attachment D	Backup Material
Attachment E	Backup Material
Attachment F	Backup Material
Attachment G	Backup Material
Crawford, Murphy & Tilly, Inc. Agreement	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Water Management	Bright, Debbie	Approved	2/11/2016 - 5:49 PM

RESOLUTION NO. 2016-_____

**RESOLUTION AUTHORIZING PROFESSIONAL ENGINEERING SERVICES
AGREEMENT TO CRAWFORD, MURPHY & TILLY, INC. FOR SOUTH WATER
TREATMENT PLANT EAST CLARIFIERS CONVERSION PROJECT**

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

Section 1. That the Agreement authorizing the professional engineering services for the South Water Treatment Plant East Clarifiers Conversion Project, presented to the Council herewith between the City of Decatur and Crawford, Murphy & Tilly, Inc. 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 Crawford, Murphy Tilly, Inc. for a cost not to exceed \$871,000.

PRESENTED AND ADOPTED this 16th day of February, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debbie Bright, City Clerk

ATTACHMENT A – SOUTH WATER TREATMENT PLANT CLARIFIERS



ATTACHMENT B – SOUTH WATER TREATMENT PLANT CLARIFIERS WITHOUT WATER



ATTACHMENT C

CITY OF DECATUR																					
SOUTH WATER TREATMENT PLANT																					
REBUILD EXISTING CLARIFIERS																					
2/3/2016																					
Years		Capital Costs	Electrical Power Costs			Annual Maintenance Costs										Annual Chemical Costs				Total Annual & Project Costs	
			kw-hr	\$/kw-hr	Electrical Cost	Electrical Labor hrs	Electrical Labor \$/hr	Electrical Labor Cost	Mechanical Labor hrs	Mechanical Labor \$/hr	Mechanical Labor Cost	Basin Wash Labor hrs	Basin Wash Labor \$/hr	Basin Wash Labor Cost	Parts & Service Cost	Raw Water Pumped (MG)	Lime, Alum & Carbon \$/MG	Chemical Costs	With 2% Inflation	Net Present Value	
2016	1	\$200,000	666,566	\$0.03428	\$22,850	192	\$52	\$9,997	384	\$45	\$17,238	1200	\$44.89	\$53,868	\$20,000	7,825.70	\$220	\$1,721,654	\$2,045,607	\$2,045,607	
2017	2	\$3,766,666	666,566	\$0.03497	\$23,307	192	\$54	\$10,401	384	\$47	\$17,934	1200	\$46.70	\$56,044	\$20,400	7,825.70	\$229	\$1,791,209	\$5,685,961	\$5,231,808	
2018	3	\$3,866,666	666,566	\$0.03566	\$23,773	192	\$55	\$10,609	384	\$48	\$18,293	1200	\$47.64	\$57,165	\$20,808	7,825.70	\$233	\$1,827,033	\$5,824,347	\$5,140,662	
2019	4	\$3,866,668	666,566	\$0.03638	\$24,248	192	\$56	\$10,822	384	\$49	\$18,659	1200	\$48.59	\$58,308	\$21,224	7,825.70	\$238	\$1,863,574	\$5,863,503	\$4,964,241	
2020	5		666,566	\$0.03711	\$24,733	192	\$57	\$11,038	384	\$50	\$19,032	1200	\$49.56	\$59,475	\$21,649	7,825.70	\$243	\$1,900,845	\$2,036,772	\$1,654,101	
2021	6		666,566	\$0.03785	\$25,228	192	\$59	\$11,259	384	\$51	\$19,413	1200	\$50.55	\$60,664	\$22,082	7,825.70	\$248	\$1,938,862	\$2,077,507	\$1,618,401	
2022	7		666,566	\$0.03860	\$25,733	192	\$60	\$11,484	384	\$52	\$19,801	1200	\$51.56	\$61,877	\$22,523	7,825.70	\$253	\$1,977,639	\$2,119,057	\$1,583,471	
2023	8		666,566	\$0.03938	\$26,247	192	\$61	\$11,714	384	\$53	\$20,197	1200	\$52.60	\$63,115	\$22,974	7,825.70	\$258	\$2,017,192	\$2,161,438	\$1,549,296	
2024	9		666,566	\$0.04016	\$26,772	192	\$62	\$11,948	384	\$54	\$20,601	1200	\$53.65	\$64,377	\$23,433	7,825.70	\$263	\$2,057,536	\$2,204,667	\$1,515,858	
2025	10		666,566	\$0.04097	\$27,308	192	\$63	\$12,187	384	\$55	\$21,013	1200	\$54.72	\$65,665	\$23,902	7,825.70	\$268	\$2,098,687	\$2,248,761	\$1,483,141	
2026	11		666,566	\$0.04179	\$27,854	192	\$65	\$12,431	384	\$56	\$21,433	1200	\$55.82	\$66,978	\$24,380	7,825.70	\$274	\$2,140,660	\$2,293,736	\$1,451,131	
2027	12		666,566	\$0.04262	\$28,411	192	\$66	\$12,679	384	\$57	\$21,862	1200	\$56.93	\$68,318	\$24,867	7,825.70	\$279	\$2,183,474	\$2,339,610	\$1,419,812	
2028	13		666,566	\$0.04348	\$28,979	192	\$67	\$12,933	384	\$58	\$22,299	1200	\$58.07	\$69,684	\$25,365	7,825.70	\$285	\$2,227,143	\$2,386,403	\$1,389,168	
2029	14		666,566	\$0.04434	\$29,559	192	\$69	\$13,191	384	\$59	\$22,745	1200	\$59.23	\$71,078	\$25,872	7,825.70	\$290	\$2,271,686	\$2,434,131	\$1,359,186	
2030	15	\$2,500,000	666,566	\$0.04523	\$30,150	192	\$70	\$13,455	384	\$60	\$23,200	1200	\$60.42	\$72,499	\$26,390	7,825.70	\$296	\$2,317,120	\$2,482,813	\$2,668,908	
2031	16		666,566	\$0.04614	\$30,753	192	\$71	\$13,724	384	\$62	\$23,664	1200	\$61.62	\$73,949	\$26,917	7,825.70	\$302	\$2,363,462	\$2,532,470	\$1,301,150	
2032	17		666,566	\$0.04706	\$31,368	192	\$73	\$13,999	384	\$63	\$24,137	1200	\$62.86	\$75,428	\$27,456	7,825.70	\$308	\$2,410,731	\$2,583,119	\$1,273,067	
2033	18		666,566	\$0.04800	\$31,995	192	\$74	\$14,279	384	\$64	\$24,620	1200	\$64.11	\$76,937	\$28,005	7,825.70	\$314	\$2,458,946	\$2,634,781	\$1,245,591	
2034	19		666,566	\$0.04896	\$32,635	192	\$76	\$14,564	384	\$65	\$25,112	1200	\$65.40	\$78,476	\$28,565	7,825.70	\$320	\$2,508,125	\$2,687,477	\$1,218,708	
2035	20	\$2,500,000	666,566	\$0.04994	\$33,288	192	\$77	\$14,856	384	\$67	\$25,614	1200	\$66.70	\$80,045	\$29,136	7,825.70	\$327	\$2,558,287	\$2,741,227	\$2,279,878	
2036	21		666,566	\$0.05094	\$33,954	192	\$79	\$15,153	384	\$68	\$26,127	1200	\$68.04	\$81,646	\$29,719	7,825.70	\$333	\$2,609,453	\$2,796,051	\$1,166,669	
2037	22		666,566	\$0.05196	\$34,633	192	\$80	\$15,456	384	\$69	\$26,649	1200	\$69.40	\$83,279	\$30,313	7,825.70	\$340	\$2,661,642	\$2,851,972	\$1,141,489	
2038	23		666,566	\$0.05300	\$35,325	192	\$82	\$15,765	384	\$71	\$27,182	1200	\$70.79	\$84,944	\$30,920	7,825.70	\$347	\$2,714,875	\$2,909,012	\$1,116,853	
2039	24		666,566	\$0.05406	\$36,032	192	\$84	\$16,080	384	\$72	\$27,726	1200	\$72.20	\$86,643	\$31,538	7,825.70	\$354	\$2,769,172	\$2,967,192	\$1,092,748	
2040	25		666,566	\$0.05514	\$36,753	192	\$85	\$16,402	384	\$74	\$28,280	1200	\$73.65	\$88,376	\$32,169	7,825.70	\$361	\$2,824,556	\$3,026,536	\$1,069,164	
																			\$76,934,150	\$47,980,111	

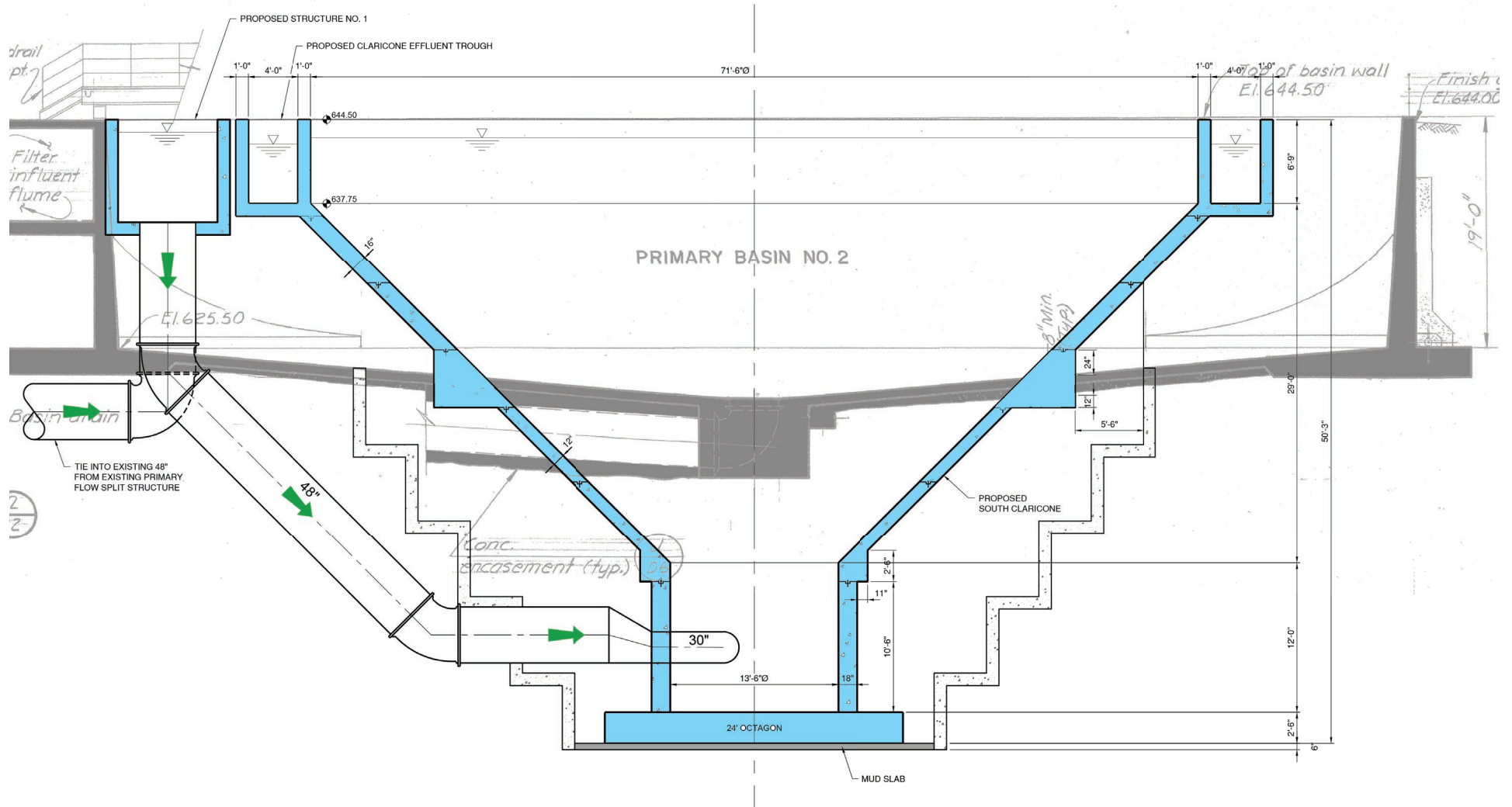
CITY OF DECATUR																					
SOUTH WATER TREATMENT PLANT																					
CONVERT EXISTING CLARIFIERS TO CLARICONES																					
2/3/2016																					
Years		Capital Costs	Electrical Power Costs				Annual Maintenance Costs									Annual Chemical Costs				Total Annual & Project Costs	
			kw-hr	\$/kw-hr	Electrical Cost	Electrical Labor hrs	Electrical Labor \$/hr	Electrical Labor Cost	Mechanical Labor hrs	Mechanical Labor \$/hr	Mechanical Labor Cost	Basin Wash Labor hrs	Basin Wash Labor \$/hr	Basin Wash Labor Cost	Parts & Service Cost	Raw Water Pumped (MG)	Lime, Alum & Carbon \$/MG	Chemical Costs	With 2% Inflation	Net Present Value	
2016	1	\$442,750	666,566	\$0.03428	\$22,850	192	\$52	\$9,997	384	\$45	\$17,238	1200	\$44.89	\$53,868	\$20,000	7,825.70	\$220	\$1,721,654	\$2,288,357	\$2,288,357	
2017	2	\$162,250	666,566	\$0.03497	\$23,307	192	\$54	\$10,401	384	\$47	\$17,934	1200	\$46.70	\$56,044	\$20,400	7,825.70	\$224	\$1,722,163	\$2,012,499	\$1,851,755	
2018	3	\$10,666,000	499,924	\$0.03566	\$17,830	144	\$55	\$7,957	288	\$48	\$13,720	600	\$47.64	\$28,583	\$10,404	7,825.70	\$229	\$1,791,209	\$12,535,702	\$11,064,211	
2019	4		133,313	\$0.03638	\$4,850	96	\$56	\$5,411	192	\$49	\$9,329	600	\$48.59	\$29,154	\$10,612	7,825.70	\$219	\$1,717,411	\$1,776,767	\$1,504,272	
2020	5	\$442,750	133,313	\$0.03711	\$4,947	96	\$57	\$5,519	192	\$50	\$9,516	600	\$49.56	\$29,737	\$10,824	7,825.70	\$224	\$1,751,759	\$2,255,052	\$1,831,371	
2021	6	\$162,250	133,313	\$0.03785	\$5,046	96	\$59	\$5,629	192	\$51	\$9,706	600	\$50.55	\$30,332	\$11,041	7,825.70	\$228	\$1,786,794	\$2,010,799	\$1,566,434	
2022	7	\$10,724,000	33,328	\$0.03860	\$1,287	8	\$60	\$478	40	\$52	\$2,063	32	\$51.56	\$1,650	\$1,000	7,825.70	\$233	\$1,822,530	\$12,553,008	\$9,380,271	
2023	8		33,328	\$0.03938	\$1,312	8	\$61	\$488	40	\$53	\$2,104	32	\$52.60	\$1,683	\$1,020	7,825.70	\$223	\$1,747,442	\$1,754,049	\$1,257,284	
2024	9		33,328	\$0.04016	\$1,339	8	\$62	\$498	40	\$54	\$2,146	32	\$53.65	\$1,717	\$1,040	7,825.70	\$228	\$1,782,391	\$1,789,130	\$1,230,148	
2025	10		33,328	\$0.04097	\$1,365	8	\$63	\$508	40	\$55	\$2,189	32	\$54.72	\$1,751	\$1,061	7,825.70	\$232	\$1,818,039	\$1,824,913	\$1,203,598	
2026	11		33,328	\$0.04179	\$1,393	8	\$65	\$518	40	\$56	\$2,233	32	\$55.82	\$1,786	\$1,082	7,825.70	\$237	\$1,854,399	\$1,861,411	\$1,177,621	
2027	12		33,328	\$0.04262	\$1,421	8	\$66	\$528	40	\$57	\$2,277	32	\$56.93	\$1,822	\$1,104	7,825.70	\$242	\$1,891,487	\$1,898,639	\$1,152,205	
2028	13		33,328	\$0.04348	\$1,449	8	\$67	\$539	40	\$58	\$2,323	32	\$58.07	\$1,858	\$1,126	7,825.70	\$247	\$1,929,317	\$1,936,612	\$1,127,337	
2029	14		33,328	\$0.04434	\$1,478	8	\$69	\$550	40	\$59	\$2,369	32	\$59.23	\$1,895	\$1,149	7,825.70	\$251	\$1,967,904	\$1,975,344	\$1,103,006	
2030	15		33,328	\$0.04523	\$1,507	8	\$70	\$561	40	\$60	\$2,417	32	\$60.42	\$1,933	\$1,172	7,825.70	\$256	\$2,007,262	\$2,014,851	\$1,079,200	
2031	16		33,328	\$0.04614	\$1,538	8	\$71	\$572	40	\$62	\$2,465	32	\$61.62	\$1,972	\$1,195	7,825.70	\$262	\$2,047,407	\$2,055,148	\$1,055,908	
2032	17		33,328	\$0.04706	\$1,568	8	\$73	\$583	40	\$63	\$2,514	32	\$62.86	\$2,011	\$1,219	7,825.70	\$267	\$2,088,355	\$2,096,251	\$1,033,119	
2033	18		33,328	\$0.04800	\$1,600	8	\$74	\$595	40	\$64	\$2,565	32	\$64.11	\$2,052	\$1,243	7,825.70	\$272	\$2,130,122	\$2,138,176	\$1,010,821	
2034	19		33,328	\$0.04896	\$1,632	8	\$76	\$607	40	\$65	\$2,616	32	\$65.40	\$2,093	\$1,268	7,825.70	\$278	\$2,172,725	\$2,180,940	\$989,005	
2035	20		33,328	\$0.04994	\$1,664	8	\$77	\$619	40	\$67	\$2,668	32	\$66.70	\$2,135	\$1,294	7,825.70	\$283	\$2,216,179	\$2,224,559	\$967,660	
2036	21		33,328	\$0.05094	\$1,698	8	\$79	\$631	40	\$68	\$2,722	32	\$68.04	\$2,177	\$1,319	7,825.70	\$289	\$2,260,503	\$2,269,050	\$946,775	
2037	22		33,328	\$0.05196	\$1,732	8	\$80	\$644	40	\$69	\$2,776	32	\$69.40	\$2,221	\$1,346	7,825.70	\$295	\$2,305,713	\$2,314,431	\$926,341	
2038	23		33,328	\$0.05300	\$1,766	8	\$82	\$657	40	\$71	\$2,831	32	\$70.79	\$2,265	\$1,373	7,825.70	\$301	\$2,351,827	\$2,360,720	\$906,348	
2039	24		33,328	\$0.05406	\$1,802	8	\$84	\$670	40	\$72	\$2,888	32	\$72.20	\$2,310	\$1,400	7,825.70	\$307	\$2,398,863	\$2,407,934	\$886,786	
2040	25		33,328	\$0.05514	\$1,838	8	\$85	\$683	40	\$74	\$2,946	32	\$73.65	\$2,357	\$1,428	7,825.70	\$313	\$2,446,841			
																			\$72,990,438	\$48,407,481	

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OVERHEAD VIEW



ATTACHMENT F CROSS SECTION VIEW



ATTACHMENT G – SPRINGFIELD IL CLARICONE UNDER CONSTRUCTION



CITY OF DECATUR PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This Agreement ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City"), and: Crawford, Murphy & Tilly, Inc., ("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

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

SECTION I. GENERAL

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

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

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

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

B. PRELIMINARY DESIGN PHASE.

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

1. Determine Extent of Project. Determine the extent of the Project after consultation with the City's Representative and on the basis of the approved Study Report.
2. Preliminary Design Documents. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications. Specific requirements of the aforementioned Preliminary Design Documents are included in Exhibit A, Scope of Services.
3. Revised Project Costs. Submit a Preliminary Design Opinion of Probable Project Costs based on the results of this phase of work including construction costs, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way,

allowances for the relocation of utility facilities and equipment if necessary, and compensation for or damages to properties and interest and financing charges utilizing and based on the information obtained or produced during the preliminary design phase and documents.

4. Real Estate Acquisition: Legal Description and Plat. Furnish a legal description and recordable reproducible 8-1/2" x 11" plat of each parcel of real estate in which the City must acquire an interest in order to proceed with construction of the Project utilizing and based on the preliminary design documents. The documents shall meet the format requirements of the Macon County Recorder's Office. The plat and legal description may be produced on more than one page for the purpose of clarity or legibility. The legal description text shall also be reproduced in electronic format in a generally commercially available word processing software program approved by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the Preliminary Design Report ("Design Report") in the number and format specified in the Exhibit A, Scope of Work and present and review the Design Report in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Preliminary Design Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

C. FINAL DESIGN PHASE.

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

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

Specifications which may be used as appropriate. The Consulting Engineer shall, to the maximum extent possible, follow the formats for Technical Specifications as provided by the City's Representative.

5. Document Presentation. Furnish paper copies and digital copies of the CICC in the number and format specified in Exhibit A, Scope of Work and present and review the CICC in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Final Drawings and Specifications shall be completed, submitted and approved by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

D. BIDDING PHASE.

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

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

documents, a listing of the Consulting Engineer's Opinion of Probable Costs, and a listing of the bids for each of the pay items submitted by each of the bidders. The Consulting Engineer shall tabulate the bids on an electronic spreadsheet form provided by the City's Representative. The Consulting Engineer shall assist the City's Representative in evaluating bids or proposals and in assembling and awarding contracts. The Consulting Engineer shall check the bidder's references and performance on prior projects. Based on the Consulting Engineer's evaluation of the bids and the qualifications of the bidders, the Consulting Engineer shall provide to the City's Representative a written recommendation for award of the contract to one of the bidders or recommend other action as may be appropriate. The final selection of the Construction Contractor is the sole responsibility of the City Council.

7. Completion Time. Complete the bidding phase and prepare and submit the recommendation to the City's Representative for the award of the Contract (s) within the time period set forth in Exhibit C, Project Timeline.

E. CONSTRUCTION SURVEY AND LAYOUT PHASE.

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

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

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

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

F. CONSTRUCTION INSPECTION PHASE.

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

1. General Duties. The Consulting Engineer shall consult with and advise the City's Representative and act as its representative as provided herein and in the General Conditions of the construction contract for the Project. The primary responsibility of the Consulting Engineer in this phase of the work shall be to report to the City's Representative whenever Consulting Engineer believes

that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise City's Representative of that part of work in progress that Consulting Engineer believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. The Consulting Engineer will assist the City's Representative with verifying that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate city personnel, and that Contractor maintains adequate records thereof.

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

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

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

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

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

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

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

SECTION IV. GENERAL CONSIDERATIONS

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

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

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

D. INSURANCE.

1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative. Upon request the Consulting Engineer shall file with the City certified copies of all insurance policies and all accompanying endorsements described under Section IV.D redacted as necessary to protect the Consulting Engineer's proprietary information. Redactions shall not alter the policy and its endorsements of insurance. The Consulting Engineer shall file certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the contract. A certificate of insurance shall include a statement "the coverage and limits conform to the minimums required by the City of Decatur for (project name)" indicating the City of Decatur's additional insured status. In no event shall any failure of the City of Decatur to receive certificates or to demand receipt be construed as a waiver of the contractor's obligation to obtain and keep in force the required insurance.

Further, it shall be an affirmative obligation upon the Consulting Engineer to advise the City's representative within two days of the cancellation or substantive change of any insurance policy

set out under this Agreement, and failure to do so shall be construed to be a breach of this Agreement.

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.

7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:

a. Workers' Compensation:

Coverage A: Statutory Limits

Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.

b. General Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

Personal Injury Liability coverage.

c. Automobile Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.

d. Professional Liability: A professional liability errors and omissions policy with limits of one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.

e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.

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

E. TERMINATION

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other

party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.

2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Consulting Engineer is given not less than fifteen (15) calendar days prior written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.
 3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consulting Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.
 4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.
- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.
- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against any and all claims for damages to property or injuries to or death of any person or persons, including property and employees 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, proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.

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

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

- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all debt in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. SCHEDULE. The City and Consulting Engineer are aware that many factors outside the Consulting Engineer's control may affect the Consulting Engineer's ability to complete the services to be provided under this Agreement. The Consulting Engineer will perform these services with reasonable diligence and expediency consistent with sound professional practices. The Consulting Engineer shall prepare and submit for City approval a schedule for the performance of the Consulting Engineer's services. This schedule shall include reasonable allowances for review and approval times required by the City, performance of services by the City's consultants, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the City, or for delays or other causes beyond the Consulting Engineer's reasonable control. If the Consulting Engineer becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the City, the City's consultants or any other cause beyond the control of the Consulting Engineer, which will result in the schedule for performance of the Consulting Engineer's services not being met, the Consulting Engineer shall promptly notify the City. If the City becomes aware of any delays or other causes that will affect the Consulting Engineer's schedule, the City shall promptly notify the Consulting Engineer. In either event, the Consulting Engineer's schedule for performance of its services shall be equitably adjusted.

SECTION V. PAYMENT

A. BASIS OF BILLING.

City shall pay the Consulting Engineer for services rendered as outlined in Exhibit A – Scope of Work for the following phases in the following payment methods and amounts shown below.

<u>Phase</u>	<u>Method of Payment</u>	<u>Amount</u>
Design	Lump Sum	\$545,000
Permitting and Bidding	Time and Expenses	\$26,000
Construction	Time and Expenses	\$266,000
SRF Loan Assistance	Lump Sum	\$34,000

Services billed at Time and Expenses shall be Not to Exceed Costs and in accordance with the Hourly Rate Schedule shown in Exhibit H. For purposes of this agreement, Direct Labor Costs shall not include indirect payroll related costs or fringe benefits.

B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.10.

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

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

D. PAYMENT FOR WORK COMPLETED

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

forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.

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

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

DATED this _____ day of _____, 2016

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor: Julie Moore Wolfe

ATTEST:

City Clerk

Consulting Engineer Firm

By: Paul B. Hess
Senior Vice President
Crawford, Murphy & Tilly Inc.

EXHIBIT A – SCOPE OF WORK

CITY OF DECATUR CLARIFIER CONVERSION PROJECT PRIMARY BASIN NO. 2 & SECONDARY BASIN NO. 2 (EAST TREATMENT TRAIN)

SCOPE OF PROJECT

The **Project Scope** for the city of Decatur Clarifier Conversion Project, Phase I – East Treatment Train shall consist of the following areas of work.

- A. Convert the east treatment train primary and secondary clarifiers to 71'-6" diameter, single stage helical upflow lime softening clarifiers within the same footprint as the existing clarifiers. Modify piping as required for new clarifiers.
- B. Add anionic polymer chemical storage and feed system/piping for the east treatment train clarifiers.
- C. Modify the existing lime feed system to allow pumping of lime individually to both of the converted east treatment train clarifiers.
- D. Allow for sequencing such that the west treatment train primary and secondary clarifiers remain online and operational during the east treatment train conversion. Provide flow splitting/diversion structures and piping that will be required to accomplish this sequencing and allow long-term operational resilience.
- E. Evaluate the existing clarifier sludge pumps. It is assumed that the pumps may need to be replaced. These same pumps will also be used for dewatering of the clarifiers.

DESIGN PHASE SERVICES

The **Scope of Services** for the City of Decatur Clarifier Conversion Project, East Treatment Train design services shall consist of the following tasks:

- 1. **Review existing background information.** Review existing plans and reports relevant to the project design.
- 2. **Site Visits.** Conduct site visits to verify existing conditions and obtain information required for design.
- 3. **Project Kickoff Meeting.** Conduct a project kickoff meeting at the Decatur water treatment plant with client and CMT staff. In addition to the Project Manager other staff at the meeting will include process mechanical, mechanical, structural and electrical staff as necessary.
- 4. **Field Surveying**
 - a. Utilize horizontal and vertical control based on information from the 1985 B & V project.
 - b. Complete topographic survey of the project site as required for project.
 - c. Point processing and generate AutoCAD C3D drawing for the survey limits
 - d. QA/QC - field visit to spot check survey data.
 - e. Conduct 3D laser surveying in piping tunnels.

5. **Progress/Design Meetings.** Meet with the City at the 30%, 60% and 90% design levels and conduct review meetings. Also meet separately to discuss new anionic polymer feed system and modifications to the existing lime system.
6. **Opinion of Probable Construction Cost.** At the 60% and 90% and final design levels, prepare an Engineer's Opinion of Probable Construction Cost.
7. **Calculations.** Prepare calculations for sizing of equipment, processes and feed systems necessary for the clarifier conversion.
8. **Specifications.** Prepare project specifications in CSI format using the 16 division format. Incorporate city of Decatur administrative document requirements as necessary.
9. **Drawings.** Prepare drawings to bid and construct the project. Drawings will be made available for client review at the 30%, 60% and 90% levels. Incorporate CLIENT review comments after each review. Finalize drawings for permitting and bidding phase.
10. **Permitting.** Complete and submit IEPA Permit Application and Engineer's Design Summary.
11. **QA/QC Review.** Provide review of calculations, plans and specifications for electrical, structural, civil and process mechanical work.
12. **Project Management.** Provide coordination between engineering disciplines, schedule and lead project meetings, correspondence with client and regulatory agency.

Estimated Schedule

The estimated completion for the construction plans and specifications is 12 months after receipt of a signed Agreement for Engineering Services authorizing CMT to proceed.

BIDDING PHASE SERVICES

The **Scope of Services** for the City of Decatur Clarifier Conversion Project, East Treatment Train Bidding Phase Services shall consist of the following tasks:

1. **Reproduce and Distribute Contract Documents.** Print plans and specifications and mail or deliver to vendors, contractors and plan houses.
2. **Maintain Inventory of Plan Holders.** Develop and maintain planholders list as required to distribute addenda when necessary and to provide planholders list for distribution to plan houses, vendors and contractors.
3. **Pre-Bid Meeting.** Prepare meeting agenda. Attend/conduct pre-bid meeting and prepare and distribute meeting minutes.
4. **Issue Addenda.** Prepare and issue addenda for clarification of the contract documents.
5. **Respond to Questions.** Respond to contractor and vendor questions for clarification of bidding requirements.
6. **Attend Bid Opening.** Attend bid opening and assist with the opening of the contractors' proposals and recording of contractor information.
7. **Prepare Bid Tabulation.** Tabulate bids and prepare and distribute bid tabulation.
8. **Evaluate bids and make recommendation.** Evaluate contractor bids for compliance with bidding documents and make a recommendation to CLIENT for award of construction contract.
9. **Prepare Owner/Contractor Agreement.** Prepare agreement between owner and contractor (construction agreement). Prepare Notice of Award and Notice to Proceed.

CONSTRUCTION PHASE SERVICES

The **Scope of Services** for the City of Decatur Clarifier Conversion Project, East Treatment Train Construction Phase Services shall consist of the following tasks:

Construction Phase Engineering Services (based on a 12-month construction schedule)

1. **Pre-Construction Meeting.** Prepare agenda, attend and conduct pre-construction meeting to discuss project scope, requirements, schedule, etc.
2. **Shop Drawing Review.** Review submittals as required for construction. It is anticipated there will be approximately 100 shop drawing submittals.
3. **Weekly Coordination Meetings.** CMT's attendance at weekly coordination meetings are not included in the scope of work. If attendance by CMT at these meetings is required, then a weekly site visit (see Item 8 - Limited Construction Observation) shall be planned on the same day as the weekly coordination meeting.
4. **Monthly Pay/Progress Meetings Attendance.** A 12-month construction schedule is anticipated. During the 12-month construction schedule attendance at all of the Pay/Progress Meetings is anticipated:
5. **Review Pay Applications.** Consult with CLIENT'S representative for contractor pay applications. It is anticipated there will be 12 pay applications.
6. **Prepare Construction Administration Forms.** Prepare administration forms as required for construction (e.g. Field Orders, Substitution Requests, Requests for Interpretation, Change Orders, etc.). Respond to Contractor initiated questions.
7. **Limited Construction Observation.** Full time construction observation shall be performed by the CLIENT and is not provided by CMT. It is anticipated that over the 12 month construction schedule there will be one trip a week for 52 weeks for a site visit by one of CMT's engineering staff that is familiar with the design.
8. **Special Discipline Site Visits.** It is anticipated that there will be occasions when client requests a site visit from a discipline specific engineer, such as structural, electrical, HVAC, etc. A total of six (6) site visits are anticipated.
9. **Prepare Punch List.** At the substantial completion milestone, in conjunction with the CLIENT, conduct project site visits with the appropriate engineering disciplines such as structural, electrical, process mechanical, etc. to develop a punch list of outstanding items to be completed by the Contractor in order for the construction contract to be finalized.
10. **Startup Services.** After the construction is substantially complete and ready to be brought online and made operational, visit the project site on five (5) separate trips to assist the CLIENT in the startup and operation of the new facilities.

11. **Closeout Contract Documents.** Prepare the engineer initiated closeout contract documents for construction phase closeout.
12. **Record Drawings.** Prepare AutoCAD record drawings indicating changes made from the "Issued for Construction" Conformed drawing set. These drawings will be made based on information, in part, provided by the CLIENT and by the contractor. One set of record drawings will be submitted to the CLIENT in PDF format along with three (3) full-size and three (3) half-size hard copies.

STATE REVOLVING FUND LOAN ASSISTANCE

The **Scope of Services** for the City of Decatur Clarifier Conversion Project, State Revolving Fund Loan Assistance shall consist of the following tasks.

1. **Project Plan.** Prepare a project plan meeting the requirements for obtaining a State Revolving Fund (SRF) Loan. These requirements can be found at 35 Ill. Adm. Code Section 662.510. The *Project Planning Submittal Checklist* shall be completed as part of Project Planning. ENGINEER will assist CLIENT with the completion of the Pre-Application that is required to be submitted in conjunction with the Project Plan.
2. **Preparation of Bidding & Contracting Documents.** Specifications shall include the appropriate documents, forms, certifications and language as required for an SRF Loan project. *Loan Applicant's Certification of Plans/Specifications Compliance with PWSLP Rules* shall be completed.
3. **IEPA Loan Applicant Environmental Checklist.** Obtain the required environmental sign-offs for the project and complete the *IEPA Loan Applicant Environmental Checklist* for CLIENT signature.
4. **PWSLP Loan Application Form.** Assist CLIENT in the completion of the Loan Application Form including the accompanying Loan Program Certifications including:
 - Certification Regarding Debarment, suspension and Other Responsibility Matters.
 - Intent Regarding National Flood Insurance.
 - Certification Regarding Project Site, Rights-of-Way, Easements and Permits.
 - Authorization of a Representative to Sign Loan Documents.
 - Loan Applicant Acknowledgement of the Use of American Iron and Steel Products Requirement.
 - Taxpayer Identification Number Form.
5. **Financial Information Checklist.** Assist CLIENT in the completion of the Financial Information Checklist.
 - CLIENT will provide the adequate documentation to meet the requirements of a Demonstration of a Dedicated Source of Revenue required for the loan.
 - ENGINEER will assist CLIENT with the development of a draft model ordinance, which authorizes the debt from the loan to be incurred. Ordinance to be finalized by CLIENT'S attorney or staff.
 - CLIENT will provide staff (attorney) to offer a legal opinion verifying the legality, enforceability and acceptability of the ordinance including coverage requirements (if any).

6. **Loan Applicant's Certification of Engineering or Professional Services Contract Compliance with the Illinois EPA SRF Loan Program Requirements.** ENGINEER will complete this certification for signature by ENGINEER and CLIENT. Additional forms required with this item to be completed by ENGINEER are *Disadvantaged Business Enterprise Review Construction Contracts/Equipment with Labor Involved* and *DBE Review – A/E Contracts for Construction Phase Services*.
7. **Executive Compensation Data (5 Officer Form).** Assist CLIENT with the completion of this form.
8. **State Revolving Fund (SRF) Public Notification/Signage Requirement Certificate of Completion.** Assist CLIENT with determining the method for meeting this requirement and completion of this certification form.
9. **Certificate Regarding O & M.** Assist CLIENT with the completion of this form.

Not Included in Scope of Services

Water Rate Studies
 Review of existing bond ordinances
 Environmental Remediation
 Arc flash analysis
 SCADA Programming
 West Clarifier Treatment Train Design Engineering Services
 Full-time resident engineering services
 Preparation of a conformed set of construction documents

Services to be performed by the City of Decatur

1. Advertisement for bids
2. Public notifications.
3. Provide ENGINEER with data and information as needed for the completion of the Project Plan.
4. Demonstration of a Dedicated Source of Revenue.
5. Loan disbursement requests.
6. All daily onsite construction observation except as noted in the scope of services.
7. Attend the Contractor's Weekly Coordination Meetings as outlined in the Contract Documents.
8. Prepare plan sheet annotations for record drawings. Alternatively, review and accept the contractor's record drawings.

Summary of Engineering Costs			
Phase/ Treatment Train	Item	Estimated Schedule	Estimated Engineering Costs
I - East	Design	2016 - 75%, 25% - 2017	\$ 545,000
I - East	Bidding	2017	\$ 26,000
I - East	Construction	2018	\$ 266,000
I/II	SRF Loan Assistance	2016	\$ 34,000
Total			\$ 871,000



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: _____

(Director of Water Management)

Dated this _____ day of _____, 20____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

BY: _____

(Signature)

(Title)

Dated this _____ day of _____, 20____.

EXHIBIT C
CITY OF DECATUR - CONVERSION OF TREATMENT TRAIN NO. 2 TO CLARICONES
DESIGN PHASE SCHEDULE

DESIGN PHASE SCHEDULE													2017			
SCOPE/MAJOR TASKS	2016												2017			
	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	
Design Phase	← Design Phase →															
Notice to Proceed - Design Phase																
Review Existing Information																
Kick-off Meeting																
Develop Draft Basis of Design																
Draft Basis of Design Meeting																
Finalize Basis of Design																
Issue Design Memorandum																
Geotechnical																
Site Surveying																
Develop 30% Design Drawings																
Develop 30% Design Specifications																
Develop 30% Construction Cost Estimate																
QA/QC Review																
30% Design Submittal																
Review Period																
30% Review Meeting																
Incorporate 30% Review Comments																
Develop 60% Design Drawings																
Develop 60% Design Specifications																
Develop 60% Construction Cost Estimate																
QA/QC Review																
60% Design Submittal																
Review Period																
60% Review Meeting																
Incorporate 60% Review Comments																
Develop 90% Design Drawings																
Develop 90% Design Specifications																
Develop 90% Construction Cost Estimate																
QA/QC Review																
90% Design Submittal																
Review Period																
90% Review Meeting																
Incorporate 90% Review Comments																
Final Design Drawings																
Final Specifications																
Final Construction Cost Estimate																
QA/QC Review																

EXHIBIT C
CITY OF DECATUR - CONVERSION OF TREATMENT TRAIN NO. 2 TO CLARICONES
BIDDING & PERMITTING PHASE SCHEDULE

SCOPE/MAJOR TASKS	2016				2017						
	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	Nov
Permitting Phase	← Permitting Phase →										
Submit IEPA Construction Permit Application											
Permit Review Period											
Incorporate Permit Review Comments											
Receive Permit											
Bidding Phase					← Bidding Phase →						
Print, collate & prepare to distribute documents											
Project Out for Bids											
Pre-Bid Meeting											
Issue Adenda											
Bids Due											
Review Bids & Recommend Award											
Notice of Award											
Notice to Proceed											

EXHIBIT C
CITY OF DECATUR - CONVERSION OF TREATMENT TRAIN NO. 2 TO CLARICONES
CONSTRUCTION PHASE SCHEDULE

SCOPE/MAJOR TASKS	2017						2018												2019
	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN
Construction Phase	Construction Phase																		
Shop drawings, order equipment and administrative (16 week lead time)																			
Construction of Treatment Train No. 2																			



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

Change Order

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

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

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

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

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

State fully the nature and reason for the change order _____

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

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

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

Recommended _____
 Director of Water Management

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



EXHIBIT E

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/18/2016

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

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

PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	1-800-527-9049	CONTACT NAME: Traci Stoecker / Linda Bomarito PHONE (A/C, No, Ext): 800-527-9049 FAX (A/C, No): 888-898-6385 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: EMPLOYERS MUT CAS CO NAIC # 21415 INSURER B: XL SPECIALTY INS CO 37885 INSURER C: COLONY INS CO 39993 INSURER D: INSURER E: INSURER F: ROCKHILL INS CO 28053
INSURED Crawford, Murphy & Tilly, Inc. CMT North America, Inc. 2750 West Washington Springfield, IL 62702		

COVERAGES

CERTIFICATE NUMBER: 45920751

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 ☒ Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			5D39308-16	12/01/15	12/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Valuable Papers \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS NON-OWNED AUTOS ☒ HIRED AUTOS			5E39308-16	12/01/15	12/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			5J39308-16	12/01/15	12/01/16	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N/A		5H39308-16	12/01/15	12/01/16	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			DPR9800053	12/01/15	12/01/16	\$5,000,000 Ea Claim 7,000,000
C	Pollution Liability			CSP304179	12/01/15	12/01/16	\$5,000,000 Ea Claim 10,000,000
F	Excess Umbrella			XS01513300	12/01/15	12/01/16	\$5,000,000 Ea Claim 5,000,000

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

The City of Decatur and its officers and employees are additional insureds on the General and Auto Liability policies on a primary and non-contributory basis.

CERTIFICATE HOLDER

CANCELLATION

City of Decatur

#1 Gary K. Anderson Plaza

Decatur, IL 62523

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

Paula D. Dixon

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

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

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

STATE OF Illinois)
) ss.
COUNTY OF DuPage)

SECTION I. BUSINESS STATUS STATEMENT

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

A. Crawford, Murphy & Tilly, Inc. (Hereinafter "Consulting Engineer") is a:
Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

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

_____ Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 370844662.

B. CORPORATION

The State of Incorporation is Delaware

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):	
<u>Michael J Doerfler</u>	<u>2750 W Washington St.</u>	
Name	Company Address, Principal Office	
<u>2750 W Washington St.</u>	<u>Springfield, IL 62702</u>	
Address	City, State, Zip	
<u>Springfield, IL 62702</u>	<u>217-787-8050</u>	<u>217-787-4183</u>
City, State, Zip	Telephone	Facsimile
<u>217-787-8050</u>	<u>www.cmtengr.com</u>	
Telephone	Website Address	

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

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

CONSULTING ENGINEER

Bernard D. Held

Signature

Bernard D. Held

Printed Name

Sr. Vice President

Title

SUBSCRIBED and SWORN to before me this 26th day of January, 2016.

Mary J. Kline

Notary Public

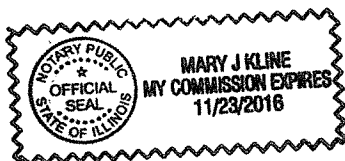


Exhibit H
CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
EFFECTIVE JANUARY 1, 2016

Classification	Regular Rate Per Hour	Overtime Rate Per Hour*
Principal	\$ 195	\$ 195
Senior Project Engineer/Manager	\$ 185	\$ 185
Project Engineer/Manager/Architect	\$ 155	\$ 155
Senior Engineer/Architect	\$ 130	\$ 145
Senior Technical Manager	\$ 120	\$ 140
Senior Planner/GIS Specialist	\$ 110	\$ 130
Engineer/Architect	\$ 110	\$ 130
Planner/Technical Manager	\$ 80	\$ 95
Land Surveyor	\$ 130	\$ 145
Senior Technician	\$ 115	\$ 135
Technician II	\$ 95	\$ 110
Technician I	\$ 75	\$ 90
Administrative Assistant/Accountant	\$ 50	\$ 60

*Overtime rates apply only when authorized by City's Representative

If the completion of services on the project assignment requires work to be performed on an overtime basis, overtime rates will apply and the fee will be adjusted to include the additional premium costs. These rates are subject to change upon reasonable and proper notice. In any event this schedule will expire and be superseded by a new schedule on or about January 1, 2017.

To the amount charged at rates shown will be added the actual cost of blueprints, supplies, transportation and subsistence and other miscellaneous job related expenses directly attributable to the performance of services. A usage charge will be made when flow monitoring, sampling or level recording equipment, nuclear density equipment, GPS equipment, robotic total station or other similar specialized equipment are used directly on assignments.

Professional or Subconsultant services furnished to the Crawford, Murphy & Tilly, Inc. by another company shall be invoiced at actual cost plus ten percent.

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Consulting Engineer 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			
Direct Labor Cost			
Contract Multiplier			
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier			
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Direct Labor Cost		(For City Use)	
Avg. Total Labor Cost			
Percent Complete			

Consulting Engineer's
Signature:

Title:

EXHIBIT J
STATE REVOLVING FUND LOAN PROVISIONS

1. Audit and Access to Records

- a) Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this **AGREEMENT** shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- b) Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- c) All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the **ENGINEER** an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- d) The final audit report shall include the written comments, if any, of the audited parties.
- e) Records shall be maintained and made available during performance of project services under this **AGREEMENT** and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365/662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

2. Covenant Against Fees

The **ENGINEER** warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3. Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

4. Completion Date for Agreement/Engineering Services

Engineering services and this Agreement shall be completed ninety (90) days after Final Completion of the construction contract.

5. USEPA Nondiscrimination Clause

The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. The ENGINEER shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the ENGINEER to carry out these requirements is a material breach of this contract which may result in the termination of this Agreement or other legally available remedies.

6. USEPA Fair Share Percentage Clause

The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the WPC/PWS Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs.

Public Works

DATE: 1/29/2016

MEMO: Fleet Maintenance Memorandum 2016-02

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Caterpillar Wheel Loader Operator Compartment Roll Over Protection Structure (ROPS)

SUMMARY RECOMMENDATION:

Current safety regulations require the operator cabs of heavy construction equipment be equipped with a roll over protection structure (ROPS) to protect the operator in case the machine overturns. Two (2) of the City's Caterpillar Wheel Loader cabs have rusted to the point that the integrity of the ROPS is in question and may soon render them unstable. In addition, the functionality of the cabs has been compromised due to the rust. A hand hold has pulled off, there are open gaps in the window frames, doors won't close all the way and the cab has large open holes.

The estimated cost to remove and reinstall the new cab for both units is \$43,118.74

Both units 252 and 420 were purchased 08/04/2006. The life expectancy is 12 years.

Because both units are otherwise in good condition, replacing the cabs should permit the useful life to be extended. Additionally, replacing the cabs will improve resale value.

BACKGROUND: The City owns five (5) Front End Loaders. Currently used by Streets & Sewer, Forestry, and Lake Maintenance. Primary use of the Wheel loaders is for loading salt, snow and ice control, 72 hour cleanups, hauling dirt and trees/limb removal. The loaders are also an important part of our first response capability when faced with emergency situations such as tornadoes and ice storms.

PRIOR COUNCIL ACTION: No prior Council action has been taken for the repair of the Front End Loaders repair.

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

INPUT FROM OTHER SOURCES:

None

STAFF REFERENCE: Richard G. Marley, Director of Public Works and Rennie Young, Fleet Supervisor. Richard Marley will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS: Funding for the expenditure is estimated at \$43,118.74 and will be paid from the FY2016 Fleet-Operating Expense budget.

COPY: Richard G. Marley, Public Works Director
Richard Borders, Municipal Services Manager

ATTACHMENTS:

Description	Type
2016-02 Resolution	Resolution Letter
2016-02 Altorfer Quote	Backup Material
2016-02 (1) 252 Front Loader Rusted ROPS	Backup Material
2016-02 (2) 252 Front Loader Rusted ROPS	Backup Material
2016-02 (3) 252 Front Loader Rusted ROPS	Backup Material
2016-02 (4) 252 Front Loader Rusted ROPS	Backup Material
2016-02 (5) 420 Font Loader Rusted ROPS	Backup Material
2016-02 (6) 420 Front Loader Rusted ROPS	Backup Material
2016-02 (7) Front Loader Rusted ROPS	Backup Material
2016-02 (8) Front Loader Rusted ROPS	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Bright, Debbie	Approved	2/11/2016 - 5:48 PM

RESOLUTION NO. _____

**Resolution Approving Expenditure for Caterpillar Wheel Loader Operator
Compartment Roll Over Protection Structure (ROPS)**

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

Section 1. That the payment to Altorfer for the purchase of the replacement Caterpillar Wheel Loader Operator Compartment Roll Over Protection Structure be, and the same is hereby, approved and said payment be made in the amount not to exceed \$43,118.74.

Section 2. That the expenditure is in the best interest of the City of Decatur and is authorized by law.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute such documentation as is necessary to effect the intent hereof.

PRESENTED and ADOPTED this 16th day of February 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debbie Bright, City Clerk

CITY OF DECATUR

FLEET SERVICES 2600 N JASPER ST

DECATUR 62526-4703

CUSTOMER NO.	CONTACT	PHONE NO.	FAX NO.	EMAIL
215200	RENNIE YOUNG	217 875 5718	217 875 5756	rayoung@cedaturil.go
QUOTE NO.	OPP NO.	DATE	WORK ORDER NO.	
104213	117227	10/19/2015		
MAKE	MODEL	SERIAL NO.	UNIT NO.	Hours
AA	924G Z	ORTA00587		1691
NOTES				

SEGMENT: 01 REMOVE & INSTALL OPERATOR STATION (010 7300)

NOTES:

INCLUDES DISASSEMBLE INTERIOR AND REMOVE CAB FROM MACHINE, SWAP SUSPENSION SEAT, OPERATOR CONTROLS, DASH, ALL ELCTRICAL AND HYDRAULIC COMPONENTS, HEADLINER, FLOORMAT, WINDOW WIPERS AND WASHERS, LIGHTS, MIRRORS, AND ALL MISC PARTS FROM OLD CAB TO NEW CAB, INSTALL NEW CAB ON PLATFORM, PLUG IN ALL WIRING, HOOK UP STEERING COLUMN AND ALL CONTROLS, ATTACH NEW DOORS, ADJUST AS NEEDED AND TEST FOR PROPER OPERATION. ALL LABOR IS FIGURED TO BE PERFORMED IN ALTORFER SPRINGFIELD SHOP.

Parts

Qty	Description	Ext Price
1	CAB GP	9,373.81
1	DOOR GP-RH	2,104.24
1	DOOR GP-LH	2,093.32
Total Parts:		13,571.37

Labor

Qty	Chg Code	Description	Ext Price
64	SHOP LABOR	R & I CAB, SWAP COPONENTS	7,488.00
Total Labor:			7,488.00

Misc

Qty	Chg Code	Description	Ext Price
1	MISC PARTS	MISC PARTS, FILTERS, HARDWARE	500.00
Total Misc:			500.00

Segment 01 Total: 21,559.37

Total Segments: 21,559.37

Total Estimate (Before Taxes)

21,559.37

NOTES:

- This estimate will expire 30 days from the estimate date.
- Price excludes Freight Charges, Operating Supplies/EPA Fees and Overtime.
- Terms: Net 1-10th Prox.
- Sales Taxes where applicable are not included with the above prices.
- Ask about Cat Financial Payment options.
- Caterpillar REMAN parts will be utilized, where applicable.
- Above pricing assumes all REMAN cores will meet Caterpillar Full Core Credit criteria. If cores do not meet the Caterpillar Full Core Credit criteria, additional charges will apply.
- Any additional repairs found during disassembly or testing will be quoted at that time.
- If parts needed on emergency order basis, extra order processing fee and expedited shipping cost may apply.

ESTIMATED REPAIR TIME: _____ *from start date*
"The Signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO# _____, **Authorized Name** _____ *Please Print.*

Date _____ / _____ / _____. _____
Signature

Any Questions? Please Call Steve Hall at 800-444-5541 x5263.





10.16.2015 06:33





10.16.2015 06:33



420

CAT

924G Z



10-16-2015 06:35



10.16.2015 06:35



10.16.2015 06:36

VOGL
Centralized
Lubrication



10.16.2015 06:36

Public Works

DATE: 1/28/2016

MEMO: 2016-01

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory--11 Cloyds Drive

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

BACKGROUND:

The subject property adjoins Decatur City limits on the west, south and north. Property to the east is located in the County. The lot contains approximately 0.763 acres. The lot is improved with a residence. The following information is relevant to the areas in question:

1. City water is currently available and connected to the subject property.
2. No additional public infrastructure or municipal services are needed or contemplated.
3. Decatur Fire response distance and time averages 3.7 miles and 7 minutes, respectively.

POTENTIAL OBJECTIONS: No known objections

INPUT FROM OTHER SOURCES:

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

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

BUDGET/TIME IMPLICATIONS: Based on the current assessed value, approximately

\$144 in real estate, \$67 in motor fuel and \$231 in state income taxes may be realized annually by annexing the property.

ATTACHMENTS:

Description	Type
2016-01 Ordinance	Cover Memo
2016-01 Petition	Backup Material
2016-01 Plat	Backup Material
2016-01 Vicinity Map	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Bright, Debbie	Approved	2/11/2016 - 5:47 PM

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
- 11 Cloyds Drive -**

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

LOT ELEVEN (11) OF CLOYDS FIRST ADDITION AS PER PLAT RECORDED IN BOOK 300 PAGE 230 OF THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, AND COMMONLY KNOW AS 11 CLOYDS DRIVE, DECATUR, IL.

PERMANENT INDEX NUMBER # 07-07-28-453-010

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 16th day of February, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality
4. That the property herein described is contiguous (adjacent) to the City of Decatur corporation.
5. That the petitioners requests that the City of Decatur, annex the property commonly described as 11 CLOYDS DR, and more particularly described as follows:

**LOT ELEVEN (11) OF CLOYDS FIRST ADDITION AS PER PLAT RECORDED IN
BOOK 300 PAGE 230 OF THE RECORDER'S OFFICE OF MACON COUNTY,
ILLINOIS, AND COMMONLY KNOWN AS 11 CLOYDS DRIVE, DECATUR, IL.**

PIN # 07-07-28-453-010

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

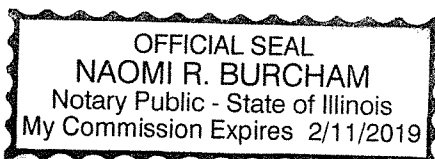
SIGNATURE

PRINTED NAME

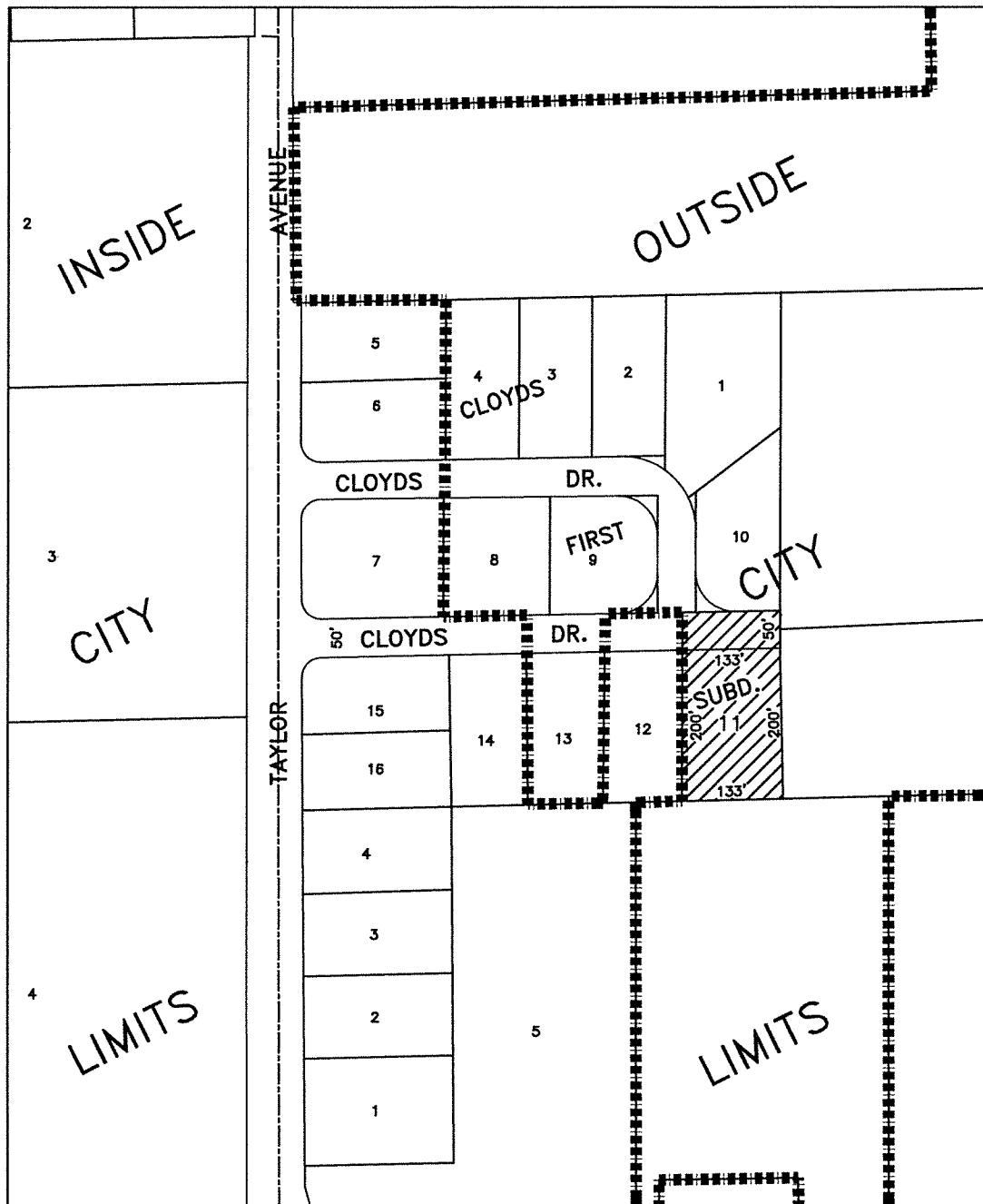
STREET ADDRESS, CITY, STATE

Travis (Mickey) L Brown Michele L Brown 4480 Birch Church Rd, Dec IL
217-620-6028 62521

Signed and sworn to before me 14th day of January, 20 16



Naomi R. Burcham
Notary Public



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
11 CLOYDS DRIVE



indicates territory annexed



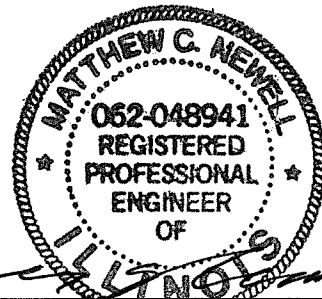
indicates existing corporate limits

0.763± acres

AREA 0.0012± sq. miles

133± lin. ft. of public road

HICKORY POINT township



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

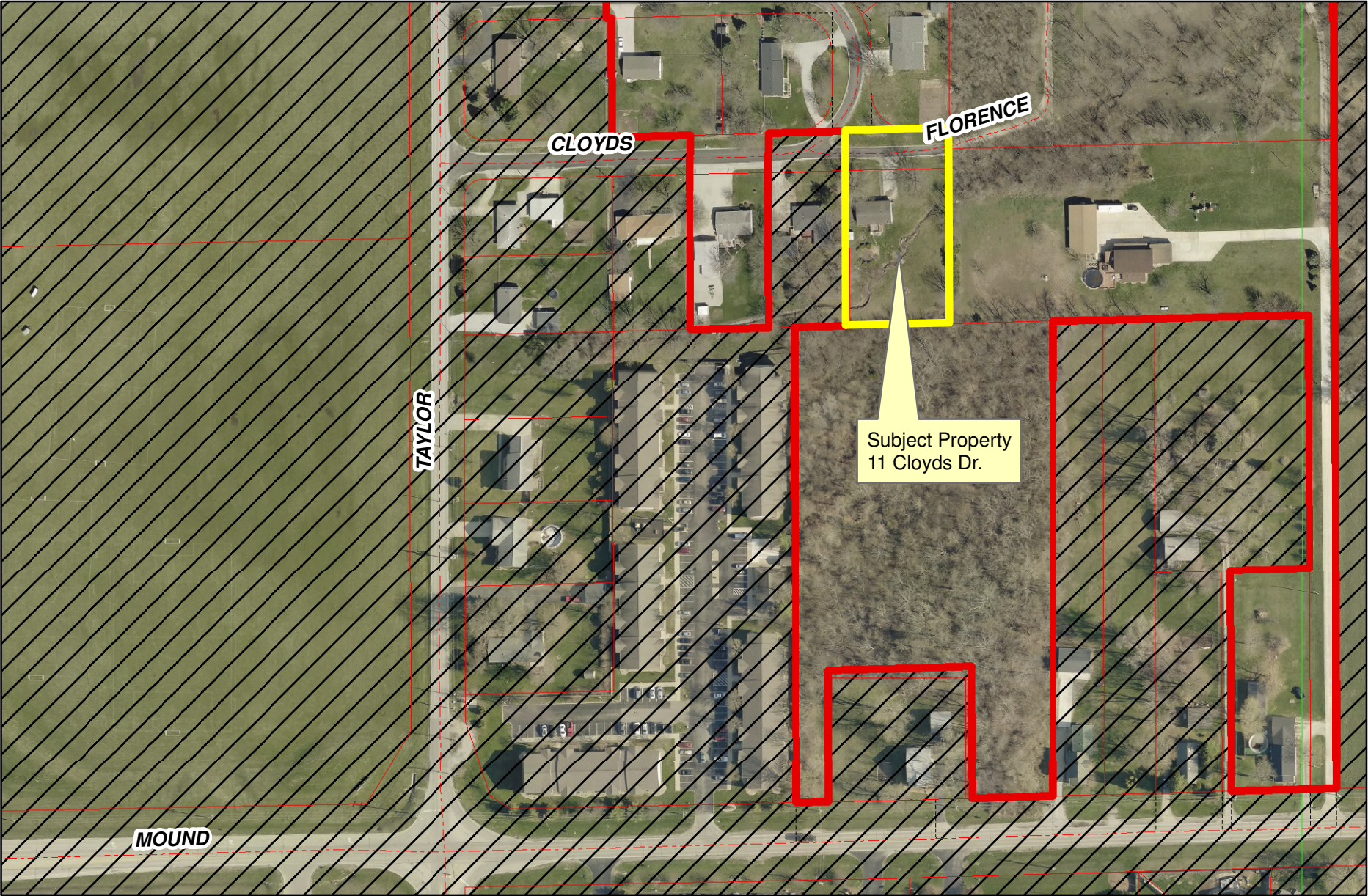
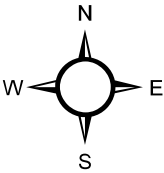
All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: _____ Page 97 of 181

Property Proposed to be Annexed
Vicinity Map for 11 Cloyds Drive



Public Works

DATE: 2/5/2016

MEMO: 2016-04

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing an Agreement with Chastain & Associates, LLC for Preliminary Design of the Meadowlark Neighborhood Drainage Improvement Project,
City Project 2016-01

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest, a professional engineering services agreement between the City of Decatur and Chastain & Associates, LLC, to design the Meadowlark Neighborhood Storm Drainage Improvement Project for a fee not to exceed \$76,689.

BACKGROUND:

STORM DRAINAGE PRIORITIES:

The 2009 Stormwater Master Plan addresses three main topics:

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

The Meadowlark Neighborhood Storm Drainage Improvement Project addresses item 1 in the Master Plan.

Stormwater Utility Fund Projects

In April, 2014, the City Council approved a Stormwater Utility to provide a dedicated funding source to improve known drainage problems and to improve maintenance on existing stormwater facilities. To date the following high priority projects are being designed:

1. **Baltimore Road Storm Sewer:** The proposed Baltimore storm sewer will serve areas that ranked 3rd and 14th in the 2009 Master Plan. This project is being designed by Chastain & Associates as a cooperative venture with the planned reconstruction of Baltimore Road by the Macon County Highway Department. The new storm sewer

designed for Baltimore Road will be sized to drain portions of the City within a reasonable distance of the new roadway. **Timeline:** Construction on Baltimore Road is scheduled to begin in 2017.

2. **Nelson Park Neighborhood Storm Drainage:** This project addresses the area ranked as the 2nd highest priority in the 2009 Master Plan. The project will separate storm drainage from the sanitary sewer system serving the neighborhood along with other storm drainage improvements. **Timeline:** These improvements are planned to be funded through a low interest loan administered by the Illinois Environmental Protection Agency, construction is scheduled to begin spring of 2017.
3. **Meadowlark Subdivision:** This project targets the neighborhood's ongoing storm drainage problems which were ranked as the 1st priority in the 2009 Master Plan. Drainage problems in Meadowlark include flooding in the major storm drainage ditch coursing through the neighborhood, storm sewer surcharging during heavy rains, and general street flooding. **Timeline:** These improvements are scheduled to begin in late 2017.

BACKGROUND:

On December 2, 2015, the Public Works Department issued a request for proposals and qualifications from area engineering firms. Eleven firms responded to the City's request and 7 firms submitted formal proposals and statements of qualifications. Public Works Department staff reviewed the proposals and recommends Chastain & Associates, LLC as the firm best able to serve the City in designing the drainage improvements for the Meadowlark Neighborhood. Chastain is a local firm that has completed numerous design projects for the City.

It is proposed that the Meadowlark Neighborhood Drainage Improvement Project be completed in 3 phases:

1. Preliminary Drainage Review: This phase will review the area drainage that affects the neighborhood. The main product for this phase will be the preparation of a Project Design Report that will identify the specific drainage concerns, prioritize them, recommend solutions, and estimate probable costs. This phase should be completed in August, 2016.
2. Final Design: Using the Project Design Report, City staff and the Engineer will be able to clearly outline the scope of services for the design phase by identifying which areas of concern to address in the final project(s) and the timeline for the work to be completed. The final product for this phase of the work will be designs and specifications that will allow the City to bid a drainage improvement project(s) that will meet the funding ability of the City. This phase should be completed early in 2017.
3. Construction Phase(s): This phase will consist of construction the identified improvements. Depending on the area needs and projected costs, this phase could be broken into multiple projects to better schedule the work and meet the funding ability of the City. Construction is planned for 2017.

Engineering Services Agreement

The scope of services for the first phase of the Meadowlark Neighborhood Storm Drainage Improvement Project includes:

1. Hold initial meetings with the Meadowlark Neighborhood and other stake holders, including area businesses, to review and document storm drainage concerns affecting the neighborhood.
2. Conduct a general review of the area and identify major drainage elements including storm sewers, bridges, detention ponds, streams, etc.
3. Perform an in-depth review of the impact of storm water on the neighborhood which will include modeling projected storm water flows in and around the neighborhood area.
4. Determine priorities and recommendations.
5. Hold a meeting with the neighborhood to review the proposed recommendations and priorities. Adjustments will be made in response to neighborhood input.
6. Complete the final Project Design Report to give direction to the final design phase of the project.

SCHEDULE: DESIGN AND CONSTRUCTION:

The preliminary design is scheduled to begin immediately and be completed and submitted for review by August 2016. The final design engineering phase is planned to be brought to Council late summer 2016 with design completion in early 2017. The proposed schedule will allow for the project to be bid and awarded in the spring of 2017. Construction should begin summer of 2017.

PRIOR COUNCIL ACTION: This project was identified as the #1 priority in the City's 2009 Stormwater Master Plan. There have been no prior Council actions on this item.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

Chastain & Associates, LLC

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The proposed engineering services agreement with Chastain & Associates, LLC is for a cost not to exceed \$76,689. Funding for this project is allocated in the Storm Water Fund which is supported by the Storm Water Utility.

Staffing Impact: Staff time is allocated to manage and review the design of the Meadowlark Neighborhood Storm Drainage Improvement Project.

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

COPY: Chastain & Associates, LLC

ATTACHMENTS:

Description	Type
Resolution Authorizing Agreement with Chastain	Resolution Letter
Agreement	Backup Material
Meadowlark Location Map	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Bright, Debbie	Approved	2/11/2016 - 5:48 PM

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH
CHASTAIN & ASSOCIATES, LLC FOR PRELIMINARY DESIGN OF THE
MEADOWLARK NEIGHBORHOOD DRAINAGE IMPROVEMENT PROJECT
CITY PROJECT 2016-01**

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

Section 1. That the Agreement authorizing the professional engineering services for the preliminary design of the Meadowlark Neighborhood Drainage Improvement Project, City Project 2016-01, presented to the Council herewith between the City of Decatur and Chastain & Associates, LLC, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Chastain & Associates, LLC, for a fee not to exceed \$76,689.

PRESENTED and ADOPTED this 16th day of February, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

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

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

SCOPE OF WORK

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

SECTION I. GENERAL

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

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

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

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

B. PRELIMINARY DESIGN PHASE.

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

1. Determine Extent of Project. Determine the extent of the Project after consultation with the City's Representative and on the basis of the approved Study Report.
2. Preliminary Design Documents. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications. Specific requirements of the aforementioned Preliminary Design Documents are included in Exhibit A, Scope of Services.

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

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.
- B. FURNISH INFORMATION. Assist the Consulting Engineer by placing at the Consulting Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. FURNISH TECHNICAL INFORMATION. Furnish to the Consulting Engineer, as required for performance of the Consulting Engineer's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Consulting Engineer may rely upon in performing the Consulting Engineer's services.
- D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.

- E. ACCESS TO PROPERTY. Arrange for access to and make all provisions for the Consulting Engineer to enter upon public and private property as required for the Consulting Engineer to perform the Consulting Engineer's services.
- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consulting Engineer, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consulting Engineer.
- G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Consulting Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.
- I. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not. Reuse of any of the work product of the Consulting Engineer by the City on extensions of this Project or any other project without written permission of the Consulting Engineer shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the Consulting Engineer from all damages and costs including attorney fees arising out of such reuse by the City or others acting through the City.
- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and

qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.

D. INSURANCE.

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

Coverage A: Statutory Limits

Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.

- b. General Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

Personal Injury Liability coverage.

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

E. TERMINATION

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

- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.
- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.

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

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

- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.

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

SECTION V. PAYMENT

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

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

- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of sub-consultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Sub-consultant to the Consulting Engineer times an approved multiplier of 1.0.

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

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

D. PAYMENT FOR WORK COMPLETED

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

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

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

DATED this _____ day of _____, 2016

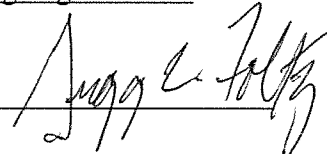
THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Consulting Engineer Firm

By:  _____

Project Budget Worksheet

Project: City of Decatur - Meadowlark Drainage Study
HLC Proj No: 6452
Date: 3-Feb-16

Direct Cost Estimate

HLC Proj No: 6452

Date: 3-Feb-16

C:\Users\mcave\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\KJGLNLN\Project Budget - Meadowlark Drainage.xlsx

budget

Project Budget Worksheet

Project: City of Decatur - Meadowlark Drainage Study				Direct Cost Estimate																		
HLC Proj No: 6452																						
Date: 3-Feb-16																						
C:\Users\mcave\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\KJGLGNK\Project Budget - Meadowlark Drainage.xlsx\budget																						
Task No.	Item Description	Sheet Count	Labor Code Budget		Benz Project Engineer I	Beyers Surveyor I	Bullock Tech IV	Burch Chief of Survey	Cave Project Manager II	Chaney Tech I	Foltz Project Principal	Frerichs Senior Project Manager	Graven Surveyor I	Hosier Tech I	Schmanski Project Engineer II	Task Direct Cost	\$18.00 CADD (Hours)	\$0.10 Xeroxs (Sheets)	\$6.00 Binders (Each)	\$0.565 Vehicles (Miles)	\$42.50 GPS (hr)	\$30.00 Robotics (Days)
			Billing	Hours																		
6	Hydrology																					
6.1	ISWS HEC-HMS Data Acquisition and Modeling Review		\$450.00	4								0.5			3.5							
6.2	Decatur - LiDar Data Review and watershed terrain model setup		\$900.00	8								1			7							
	Refined HEC-HMS Modeling of Existing Watershed - Developing Subareas, Adding Local Basins (Low Areas), and Updating Land Use																					
6.3	CN and Tc Values		\$900.00	8								1			7							
6.4	HEC-HMS Modeling of Proposed Detention Basins - Regional		\$450.00	4								0.5			3.5							
6.5	HEC-HMS Modeling of Proposed Detention Basins - Local		\$450.00	4								0.5			3.5							
Labor Subtotals			\$3,150.00	28	0	0	0	0	0	0	0	3.5	0	0	24.5		0	0	0	0	0	0
Direct Cost			\$0.00													\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total			\$3,150.00																			
7	Hydraulics																					
7.1	ISWS HEC-RAS Modeling Review		\$900.00	8								1			7							
7.2	HEC-RAS Stream Alignment and River Sections		\$900.00	8								1			7							
7.3	HEC-RAS Model with Proposed Detention Basins - Regional		\$450.00	4								0.5			3.5							
7.4	HEC-RAS Model with Proposed Detention Basins - Local		\$450.00	4								0.5			3.5							
7.5	HEC-RAS Stream Improvement Modeling		\$900.00	8								1			7							
Labor Subtotals			\$3,600.00	32	0	0	0	0	0	0	0	4	0	0	28		0	0	0	0	0	0
Direct Cost			\$0.00													\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total			\$3,600.00																			
8	H&H Modeling																					
8.1	Existing Conditions Model Review and Analysis		\$1,698.00	15								2			13							
8.2	Proposed Conditions Model - Regional Detention Basin Review and Analysis		\$1,698.00	15								2			13							
8.3	Proposed Conditions Model - Local Detention Basins Review and Analysis		\$1,698.00	15								2			13							
8.4	Proposed Conditions Model - Stream Improvement Modeling Review and Analysis		\$1,698.00	15								2			13							
Labor Subtotals			\$6,792.00	60	0	0	0	0	0	0	0	8	0	0	52		0	0	0	0	0	0
Direct Cost			\$0.00													\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total			\$6,792.00																			
9	Recommendations																					
9.1	Existing Model Summary and Exhibits		\$4,080.00	40											40							
9.2	Selected Proposed Conditions Model Summary and Exhibits		\$4,080.00	40											40							
Labor Subtotals			\$8,160.00	80	0	0	0	0	0	0	0	0	0	0	80		0	0	0	0	0	0
Direct Cost			\$0.00													\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total			\$8,160.00																			
10	Meadowlark Bridge Sizing																					
10.1	Hydraulic Analysis - Bridge		\$435.00	5	5																	
10.2	Structure Alternatives Analysis		\$1,113.00	10	5							2			3							
10.3	Cost Estimate		\$348.00	4	4																	
Labor Subtotals			\$1,896.00	19	14	0	0	0	0	0	0	2	0	0	3		0	0	0	0	0	0
Direct Cost			\$0.00													\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total			\$1,896.00																			

Project Budget Worksheet

Exhibit A

Project: City of Decatur - Meadowlark Drainage Study

HLC Proj No: 6452

Date: 3-Feb-16

Direct Cost Estimate

HLC Proj No: 6452 Date: 3-Feb-16				C:\Users\mcave\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\KJGLGNK\Project Budget - Meadowlark Drainage.xlsx\budget																			
	Task No.	Item Description	Sheet Count	Labor Code Budget		Benz Project Engineer I	Beyers Surveyor I	Bullock Tech IV	Burch Chief of Survey	Cave Project Manager II	Chaney Tech I	Foltz Project Principal	Frerichs Senior Project Manager	Graven Surveyor I	Hosier Tech I	Schmanski Project Engineer II	Task Direct Cost	\$18.00 CADD (Hours)	\$0.10 Xeroxs (Sheets)	\$6.00 Binders (Each)	\$0.565 Vehicles (Miles)	\$42.50 GPS (hr)	\$30.00 Robotics (Days)
				Billing	Hours																		
	11	Cost Estimates																					
	11.1	Alternative A		\$1,635.00	14	8				4		1	1										
	11.2	Alternative B		\$1,635.00	14	8				4		1	1										
	11.3	Alternative C		\$1,635.00	14	8				4		1	1										
		Labor Subtotals		\$4,905.00	42	24	0	0	0	12	0	3	3	0	0	0		0	0	0	0	0	0
		Direct Cost		\$0.00													\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Total		\$4,905.00																			
	12	Design Report																					
	12.1	Executive Summary		\$498.00	4	2				1			1										
	12.2	Data Collection - Field		\$312.00	3	2				1													
	12.3	Data Collection - Citizen & Stakeholders		\$624.00	6	4				2													
	12.4	Data Collection - Existing Plans		\$624.00	6	4				2													
	12.5	Alternative A		\$702.00	6	2				1			1			2							
	12.6	Alternative B		\$702.00	6	2				1			1			2							
	12.7	Alternative C		\$702.00	6	2				1			1			2							
	12.8	Recommendations		\$1,230.00	10	2				2			2			4							
	12.9	Exhibits - 20 reports at 50 pages each		\$3,642.00	39	4				2			1		16	16		32	1000				
	12.10	QC/QA		\$804.00	4							4											
		Labor Subtotals		\$9,840.00	90	24	0	0	0	13	0	4	7	0	16	26		32	1000	0	0	0	0
		Direct Cost		\$676.00													\$676.00	\$576.00	#####	\$0.00	\$0.00	\$0.00	\$0.00
		Total		\$10,516.00																			
	13	Other City Staff Meetings																					
	13.1	Alternatives Review - Prep		\$312.00	3	2				1													
	13.2	Alternatives Review - Attend		\$822.00	6	2				2			2							10			
	13.3	Alternatives Review - Recap		\$87.00	1	1																	
	13.4	Recommendations Review - Prep		\$312.00	3	2				1													
	13.5	Recommendations Review - Attend		\$822.00	6	2				2			2							10			
	13.6	Recommendations Review - Recap		\$87.00	1	1																	
	13.7	Report Review - Prep		\$312.00	3	2				1													
	13.8	Report Review - Attend		\$822.00	6	2				2			2							10			
	13.9	Report Review - Recap		\$87.00	1	1																	
		Labor Subtotals		\$3,663.00	30	15	0	0	0	9	0	0	6	0	0	0		0	0	0	30	0	0
		Direct Cost		\$16.95													\$16.95	\$0.00	\$0.00	\$0.00	\$16.95	\$0.00	\$0.00
		Total		\$3,679.95																			
	14	Council Meetings																					
	14.1	Contract Approval		\$1,017.00	6					3		3									10		
	14.2	Study Session - Prep		\$900.00	8	4				4													
	14.3	Study Session - Attend		\$1,278.00	9	3				3		3									10		
		Labor Subtotals		\$3,195.00	23	7	0	0	0	10	0	6	0	0	0	0		0	0	0	20	0	0
		Direct Cost		\$11.30													\$11.30	\$0.00	\$0.00	\$0.00	\$11.30	\$0.00	\$0.00
		Total		\$3,206.30																			
	Total Project & QC/QA Personnel Hours				689.5																		
	Total Project & QC/QA Personnel Costs				\$73,401.00												\$3,287.55	\$1,242.00	\$100.00	\$6.00	\$322.05	\$1,317.50	\$300.00
	Total Project & QC/QA Direct Costs				\$3,287.55																		
	Total Project & QC/QA Costs				\$76,688.55																		
	Participation by Hours				689.5	142	63	5	9.5	84	16	27	47.5	48	28	219.5							
	Percent of Participation by Hours				100.00%	20.59%	9.14%	0.73%	1.38%	12.18%	2.32%	3.92%	6.89%	6.96%	4.06%	31.83%							
	Personnel Cost/Hour				106.4554025																		



CITY OF DECATUR ILLINOIS

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

Notice to Proceed

TO:	CHASTAIN & ASSOCIATES LLC
City Project Name:	Meadowlark Drainage Improvements
City Project Number:	
City Project Phase:	Design

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____.

Project Timeline

Milestones	2016											
	February	March	April	May	June	July	August					
<i>Project Kickoff</i>												
Project Kickoff Meeting – Staff												
Project Kickoff Meeting – Neighborhood												
Stakeholder Meetings												
<i>Data Collection</i>												
Record Searches												
Field Investigations												
<i>Existing Condition Analysis</i>												
<i>Proposed Alternatives</i>												
Identification Alternatives												
Hydraulic Modeling												
<i>Cost Estimates</i>												
<i>90% Reports</i>												
Meeting with City Staff												
Meeting(s) with Stakeholders												
<i>Delivery of Project Report</i>												
<i>Negotiate Final Design Contract</i>												
**Additional Services, such as bank stabilization or structural design are not included in this schedule.												



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

Change Order

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

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

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

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

☐ addition

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

State fully the nature and reason for the change order _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/02/2015

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

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

PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	1-800-527-9049	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Chastain & Associates LLC 5 N. Country Club Rd. Decatur, IL 62521		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: XL SPECIALTY INS CO	NAIC # 37885
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 43483417

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 INSUR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims Made)			DPR9713452	04/13/15	04/13/16	Each claim 2,000,000 Aggregate 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Decatur Illinois #1 Gary K. Anderson Plaza Decatur, IL 62523-1196 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>Paul Anderson</i>
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2015

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

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

PRODUCER J.L. Hubbard Insurance & Bonds 1090 South Route 51, PO Box 14 Forsyth, IL 62535-0014 Daniel A. Martini	CONTACT NAME: Holli Schorey	
	PHONE (A/C, No, Ext): 217-877-3344	FAX (A/C, No): 217-877-0795
	E-MAIL ADDRESS: hschorey@jlhubbard.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Chastain & Associates LLC 5 N Country Club Rd Decatur, IL 62521	INSURER A: The Cincinnati Insurance	10677
	INSURER B: Accident Fund Insurance Co.	10166
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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:	X		EPP0291693	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X		EBA0291693	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EPP0291693	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCV6107018	01/01/2016	01/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: All Work
The City of Decatur and its Officers and Employees are named as additional insureds under the General Liability and Automobile on a primary and non-contributory basis; subject to written contract.

CERTIFICATE HOLDER

CANCELLATION

CHAS021

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

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

AUTHORIZED REPRESENTATIVE

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

Exhibit G

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

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

STATE OF ILLINOIS)
) ss.
 COUNTY OF MACON)

SECTION I. BUSINESS STATUS STATEMENT

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

A. Chastain & Associates LLC (Hereinafter "Consulting Engineer") is a:
 Company Name

(Place mark in front of appropriate type of business)

_____ Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

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

_____ Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is _____.

B. CORPORATION

The State of Incorporation is _____

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: _____

Vice President: _____

Secretary: _____

C. PARTNERSHIP OR LLC

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

Gregg Foltz	6935W. Cantrell, Decatur, IL 62522 (217) 963-2623
Name	Home Address & Telephone

Kevin Myers	2796 US Highway 51, Clinton, IL 61727 (217) 935-5941
Name	Home Address & Telephone

Dan Jedrzejak	4180 N. Firestone Drive, Hoffman Estates, IL 60192 (847) 358-5744
Name	Home Address & Telephone

The business address is 5 N. Country Club Road, Decatur, IL 62521

Telephone: (217) 422-8544 Fax: (217) 422-0398

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

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

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

Check One:

_____ Others Interested in Contract X None

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

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

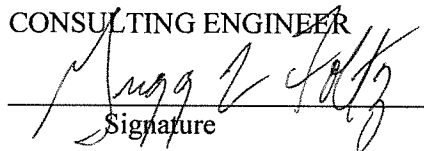
SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

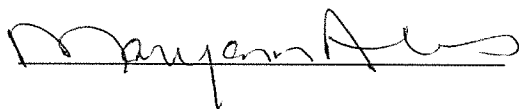
CONSULTING ENGINEER


Signature

Gregg L. Foltz, P.E.
Printed Name

Member
Title

SUBSCRIBED and SWORN to before me this 4th day of February, 2016



Notary Public

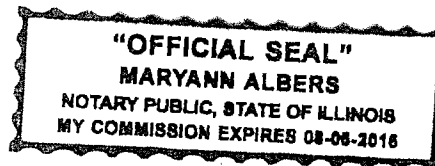


Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER As of the date of this contract.		
Project Name: Meadowlark Drainage Improvements		
Consulting Engineer: Chastain & Associates LLC		
Classification	Minimum	Maximum
Principal	67.00	68.00
Sr. Project Manager	60.00	65.00
Project Manager II	42.00	46.00
Project Manager I	40.00	45.50
Project Engineer II	34.00	39.00
Project Engineer I	29.00	32.50
Engineer	23.70	27.80
Chief of Survey	52.00	52.00
Surveyor I	25.00	28.20
Senior Technician	47.30	47.30
Technician IV	38.00	41.00
Technician III	34.00	35.50
Technician II	28.50	31.00
Technician I	14.00	25.00
Administrative	13.00	27.80

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Consulting Engineer Name & Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

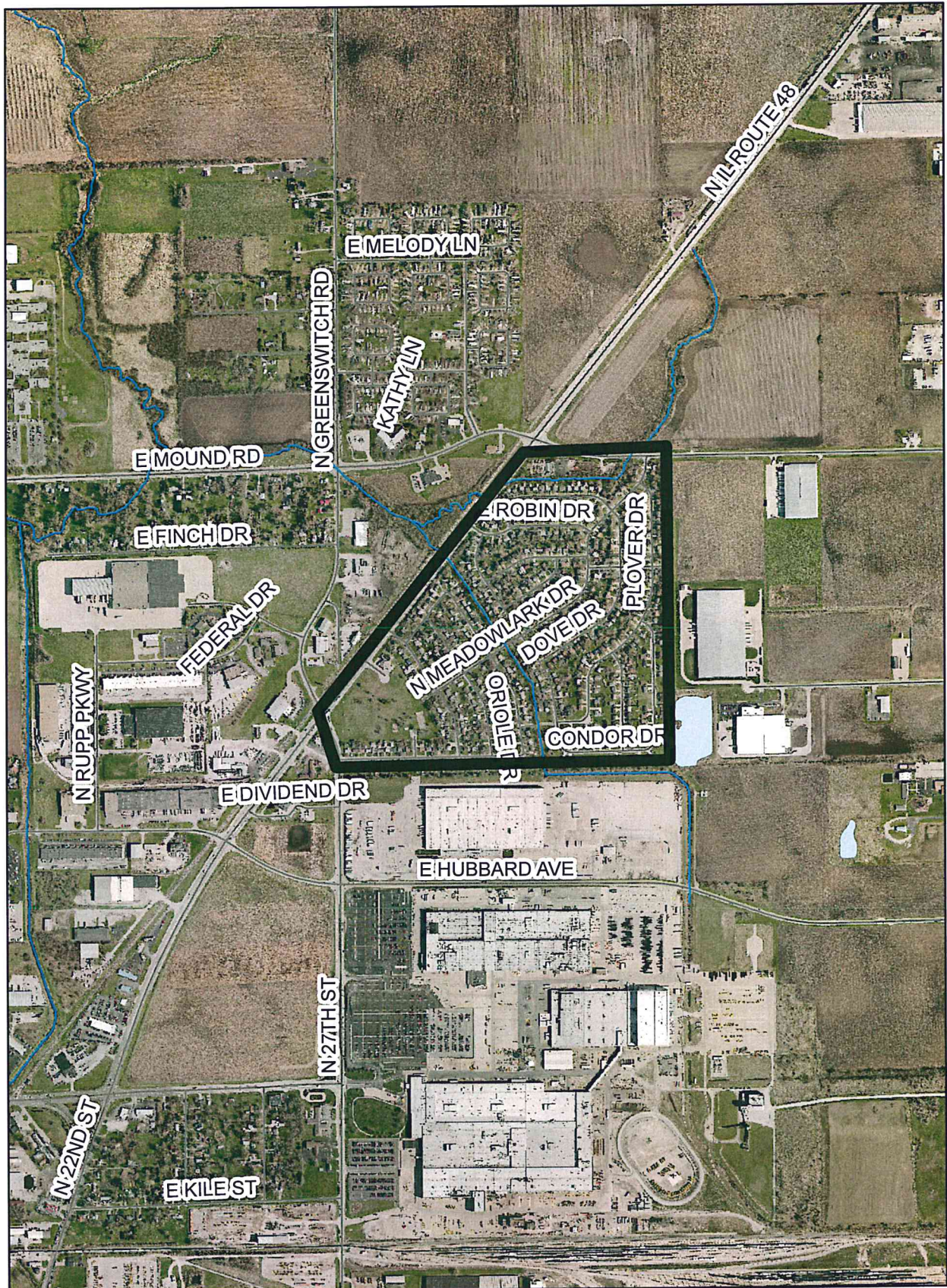
\$

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

Consulting Engineer's
Signature:

Title:

MEADOWLARK DRAINAGE IMPROVEMENT PROJECT



CITY PROJECT 2016-01

Public Works

DATE: 2/8/2016

MEMO: 2016-03

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing an Intergovernmental Cooperation Agreement with the Village of Long Creek and the Village of Mount Zion for 2016 Micro-Surfacing Project, City Project 2015-24

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached resolution accepting the intergovernmental agreement for the sharing of certain costs related to highway improvement projects involving the use of micro-surfacing between the City of Decatur, the Village of Long Creek, and the Village of Mount Zion, Illinois.

BACKGROUND:

Micro-Surfacing projects are focused on slowing the deterioration of pavements that are experiencing moderate wear. The actions of sun, freezing, traffic and age all combine to deteriorate asphalt pavements. Micro-surfacing is designed to seal and protect the pavement surface and slow deterioration thereby delaying the need for more expensive treatments such as a mill and overlay or total reconstruction. The work involves coating the existing pavement with a thin mix of asphalt and aggregate which serve to correct minor surface distresses and extend the life of the pavement. When performed at the right time with only moderate wear on the street, micro-surfacing treatments can last from 5 to 7 years. The City has performed two micro-surfacing projects in the past with good results. The Macon County Highway Department has also placed micro-surfacing on several County highways, as has some of the nearby Townships.

The City of Decatur along with Hickory Point Township, Long Creek Township, the Village of Long Creek, the Village of Mount Zion and Macon County propose a combined project that will use micro-surfacing as a cost effective way of protecting streets in each jurisdiction. Each agency party to this agreement has selected streets appropriate for micro-surfacing treatment and are combining them into one contract for the purpose of receiving more competitive bids which will reduce project costs.

The City will act as the lead agency for the combined micro-surfacing project and pay the total cost of the work, with the other agencies agreeing to reimburse the City for the work completed on the streets in their jurisdiction. The City has an existing agreement with the County, Hickory Point Township, Long Creek Township, and Mount Zion Township to combine micro-surfacing projects. Mount Zion Township has opted out of this year's project. The agreement with the Villages of Long Creek and Mount Zion are only for projects in 2016.

The City's portion of the project will include portions of the Greendell neighborhood and a section of Boiling Springs Road. See attached location maps for information. Hickory Point Township plans to place a cape seal along Boiling Springs Road and the City will pay for the 837 foot portion that is in the City. A cape seal is similar to a chip seal that is covered with a micro-surface. It provides for a longer life than a simple micro-surface.

SCHEDULE:

Design work on this year's micro-surfacing project is currently underway. It is planned that the combined project could begin as early as May 2016.

PRIOR COUNCIL ACTION:

February 19, 2013 - Council approved Resolution R2013-16 authorizing an intergovernmental cooperation agreement for the sharing of certain costs related to micro-surfacing improvements between the City of Decatur, Hickory Point Township, Mount Zion Township and the County of Macon, Illinois. This agreement is in effect until December 31, 2018.

June 15, 2015 - Council approved Resolution R2015-79 appropriating \$140,000 of Motor Fuel Tax funds for the purpose of micro-surfacing streets and highways as listed and described as part of the City's Micro-Surfacing Project.

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

INPUT FROM OTHER SOURCES:

The Village of Long Creek and the Village of Mount Zion.

STAFF REFERENCE: Richard Marley, Public Works Director, Matt Newell, City Engineer and Griffin Enyart, Civil Engineer II. Richard Marley will be in attendance at the City Council meeting to answer any questions of the Council on this item. This memorandum was prepared by Griffin Enyart, Civil Engineer II.

BUDGET/TIME IMPLICATIONS:

Budget Impact:

Funding for micro-surfacing projects is proposed to be allocated in the State Motor Fuel Tax

Fund.

Staff Impact:

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

COPY:

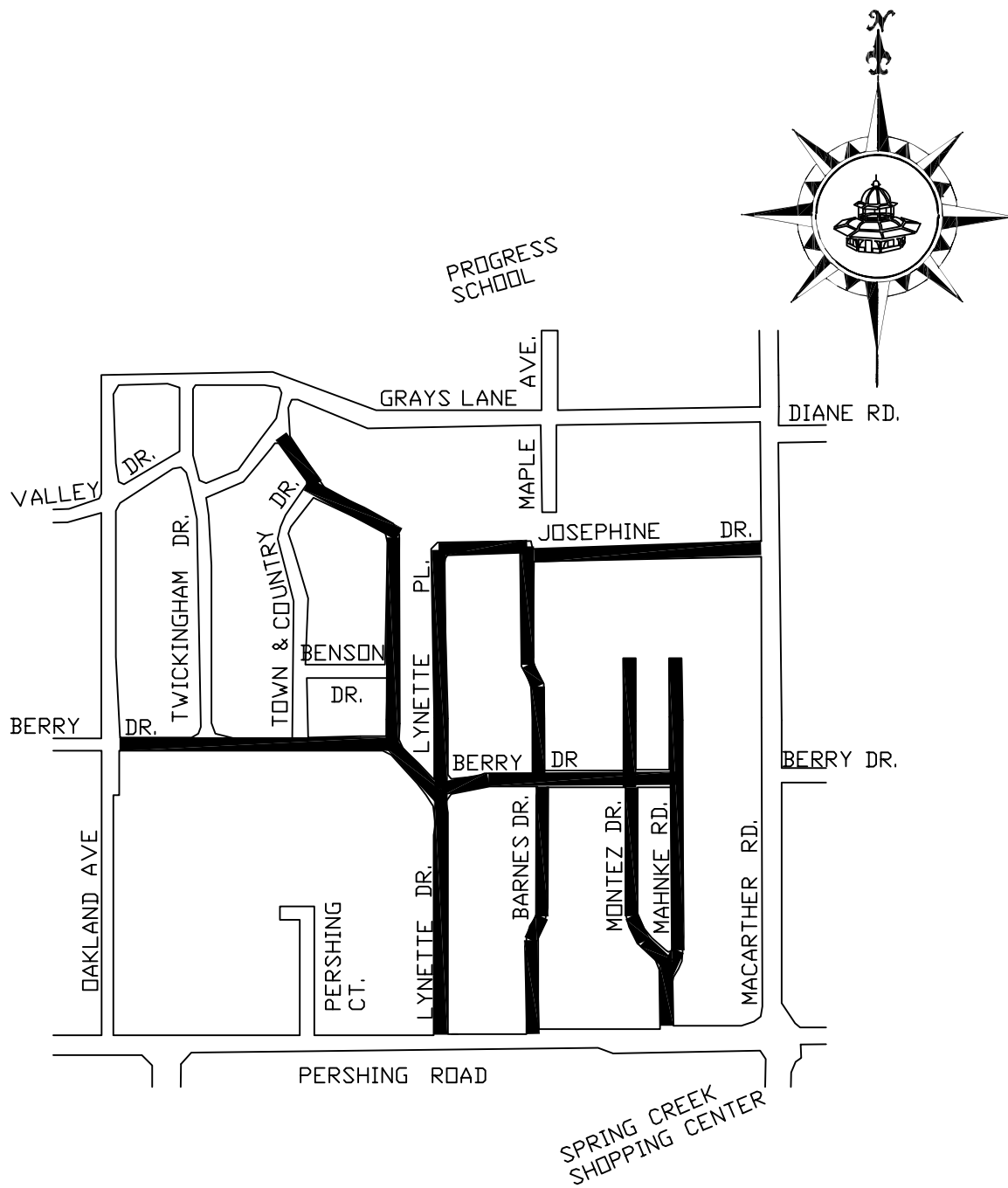
Village of Long Creek
Village of Mount Zion

ATTACHMENTS:

Description	Type
Location Map Greendell Neighborhood	Exhibit
Location Map Boiling Springs	Exhibit
Resolution	Resolution Letter
Intergovernmental Cooperation Agreement	Backup Material

REVIEWERS:

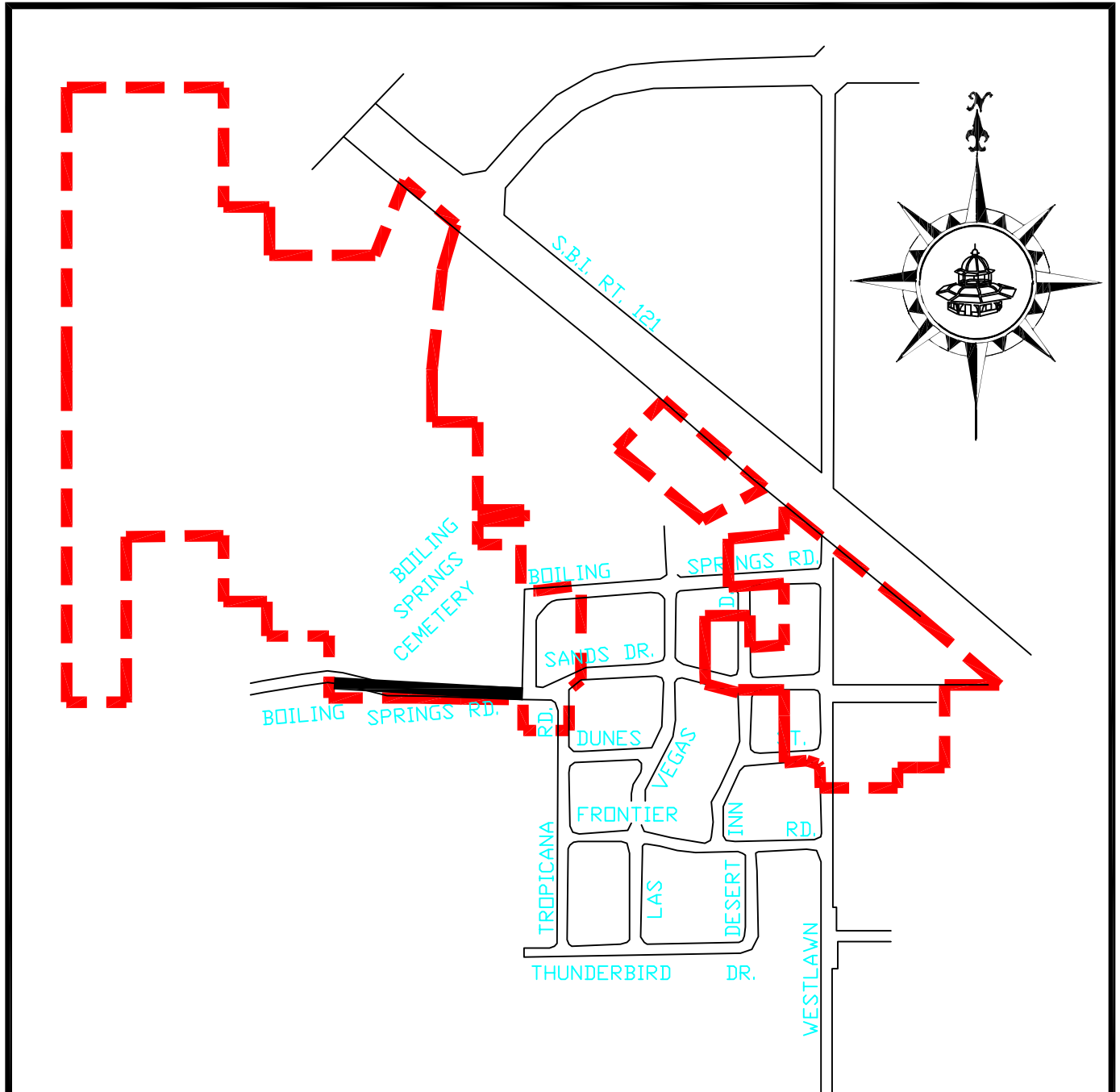
Department	Reviewer	Action	Date
Public Works	Bright, Debbie	Approved	2/11/2016 - 5:49 PM



2015-24 PROJECT LOCATION MAP

GREENDELL NEIGHBORHOOD

— MICROSURFACING



2015-24 PROJECT LOCATION MAP

BOILING SPRINGS RD

— CAPE SEAL (OIL & CHIP + MICROSURFACE)

- - - CITY CORPORATE LIMITS

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL COOPERATION
AGREEMENT WITH THE VILLAGE OF LONG CREEK AND
THE VILLAGE OF MOUNT ZION, ILLINOIS, FOR
MICRO-SURFACING PROJECTS**

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

Section 1. That the Intergovernmental Cooperation Agreement for the sharing of certain costs related to the micro-surfacing improvement of portions of various public highways in Macon County, Illinois, between the City of Decatur, the Village of Long Creek and the Village of Mount Zion, Illinois, presented to the Council herewith be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to sign, seal and attest said Intergovernmental Cooperation Agreement on behalf of the City.

PRESENTED and ADOPTED this 16th day of February, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

**INTERGOVERNMENTAL AGREEMENT FOR
THE SHARING OF CERTAIN COSTS RELATED TO IMPROVEMENT OF
PORTIONS OF VARIOUS PUBLIC HIGHWAYS IN MACON COUNTY, ILLINOIS,
BETWEEN THE CITY OF DECATUR, VILLAGE OF LONG CREEK, AND THE
VILLAGE OF MOUNT ZION, ILLINOIS**

WHEREAS, the City of Decatur, Illinois intends to implement highway improvement projects involving the use of micro-surfacing on various City Streets; and

WHEREAS, The Village of Long Creek, Illinois and the Village of Mount Zion, Illinois are desirous of implementing micro-surfacing improvements to various streets and roads under their jurisdiction; and

WHEREAS, intergovernmental cooperation between the City of Decatur, Illinois, the Village of Long Creek, Illinois, and the Village of Mount Zion, Illinois is financially beneficial to all agencies by jointly purchasing micro-surfacing services and products; and

WHEREAS, The Village of Long Creek is a body politic and corporate in the State of Illinois; and

WHEREAS, The Village of Mount Zion is a body politic and corporate in the State of Illinois; and

WHEREAS, the 1970 Illinois Constitution, Art. VII, Section 10 and 5 Illinois Compiled Statutes 220/3 provide authority for intergovernmental co-operation;

WHEREAS, the Administrators of the Village of Long Creek and the Village of Mount Zion; believe the improvement to various City Streets and other public roadways in Macon County, Illinois by the City of Decatur will be of benefit to the health, safety and welfare of the residents of Macon County; Illinois, and

NOW THEREFORE, in consideration of the mutual agreement contained in this agreement, the City of Decatur, the Village of Long Creek and the Village of Mount Zion, Illinois agree as follows, subject to actual construction costs:

1. The City of Decatur agrees to act as the Lead Agency for the micro-surfacing projects unless or until the City of Decatur provides the other participating agencies thirty (30) days written notice of its intention to no longer act as Lead Agency.
2. The responsibilities of the Lead Agency are to facilitate micro-surfacing projects for the participants, including preparing bidding and construction

documents, advertising for the bidding process, and awarding the contract for the project.

3. The Lead Agency shall pay for the complete and total costs to the contractors of micro-surfacing select roadways in the County of Macon with reimbursement to the Lead Agency by the other participants.
4. The City of Decatur, the Village of Long Creek and the Village of Mount Zion agree to reimburse the Lead Agency for the complete and total costs of micro-surfacing those select roadways under their jurisdiction in the County of Macon. The Lead Agency will remit no more than monthly invoices to each participant based upon the amount of work performed under the participant's jurisdiction with payment to the Lead Agency within thirty (30) days after date of invoice.
5. Liability Limits
 - a. The City of Decatur, the Village of Long Creek and the Village of Mount Zion agree to indemnify, defend, and hold Lead Agency its officers, agents, and employees harmless from and against any and all claims, suits, causes of action, liabilities, damages, judgments or expenses including, but not limited to, reasonable attorney's fees and litigation costs, for personal injuries (including, but not limited to, death) or property damage arising out of the Lead Agency obligations, responsibilities and performance under this agreement. This provision shall not require the City of Decatur, the Village of Long Creek and the Village of Mount Zion to indemnify the Lead Agency from the Lead Agency's sole gross negligence or willful misconduct.
 - b. During the term of this Agreement, The City of Decatur, the Village of Long Creek and the Village of Mount Zion shall at all times procure and maintain insurance and shall name the Lead Agency its officers and employees, as an additional named insured for all insurance. The City of Decatur, the Village of Long Creek and the Village of Mount Zion shall furnish certificates and endorsements evidencing insurance and named insured prior to commencement of services under this Agreement.
 - c. The Lead Agency shall require the contractor awarded the contract under this agreement to execute contracts indemnifying The City of Decatur, the Village of Long Creek, the Village of Mount Zion and the Lead Agency for any liability arising out of the contractor's work. The

Contractor shall provide certificates of insurance evidencing third party insurance in accordance with the construction contract documents and the City of Decatur its officers and employees, the Village of Long Creek its officers and employees, the Village of Mount Zion its officers and employees and the Lead Agency its officers and employees shall be named an additional insured on any liability insurance policy pertaining to work under the contract. Contractor's insurance shall be primary.

6. This agreement shall be in full force and effect upon its approval by the City of Decatur, the Village of Long Creek and the Village of Mount Zion and shall inure to the benefit of the City of Decatur, the Village of Long Creek and the Village of Mount Zion, their successors and assigns, until the improvements to the micro-surfacing project are completed and all related costs therefore are paid or the project is cancelled.
7. All micro-surfacing projects shall be open to any of the participants at their discretion. Each agency shall determine their quantities and provide them to the Lead Agency prior to advertising and bidding the project.
8. This agreement between the above parties shall be in full force and effect until December 31, 2016 unless or until a participant sends written notice to all other participants expressing the desire to terminate their participation in this agreement thirty (30) days prior to the expected date of termination.

BE IT FURTHER RESOLVED, that this resolution shall become effective immediately upon the adoption thereof.

PRESENTED, PASSED, AND APPROVED this ____th day of _____ 2016.

CITY OF DECATUR

ATTEST:

Julie Moore Wolfe, Mayor

Debra G. Bright, City Clerk

Date

ATTEST

Date _____

ATTEST

Date _____

CITY COUNCIL MEMORANDUM

NO. 2016-6

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager
Gregg Zientara, Director of Finance
Richard Marley, Director of Public Works

DATE: February 16, 2016

RE: Local Motor Fuel Tax

The City of Decatur has the authority to exercise any power and perform any function pertaining to its government and affairs which includes the implementation of a local motor fuel tax. City staff has proposed a \$0.05 per gallon tax on non-diesel motor fuel purchased at retail or bulk within the City of Decatur and a \$0.01 per gallon tax on diesel motor fuel purchased at retail or bulk within the City of Decatur. The revenue generated from this tax would be used solely for transportation and transportation related projects. There would be additional protection in that City Council must approve any expenditures in the amount of \$20,000 or more as per our policies. In addition, the Finance Director would keep these funds segregated by creating a special revenue fund entitled "Local Streets and Roads."

The implementing of a local motor fuel tax has been discussed by various City Councils over the years as a means of generating revenue for roadway repairs. On July 3, 2002 a memo was prepared and sent to City Council regarding the budget revenue options, the impact on the City and community and the advantages and disadvantages of the various revenue possibilities. On July 11, 2002 those alternative revenue sources were discussed by the City Council in a study session and a local motor fuel tax was one of the sources discussed. Following that study session, an ordinance adding a local motor fuel tax was placed on the Agenda for the Council meeting of July 29, 2002 (as well as an ordinance adding a utility tax). Both of those ordinances failed to be passed by the Council at that meeting.

On August 15, 2002, a new memo was prepared and provided to the City Council focusing on the issues regarding the revenue and tax resources necessary to avoid staff reductions. A local motor fuel tax was again discussed but not enacted.

At the March 2, 2015 Council meeting, a study session was held for a discussion of a local motor fuel tax. At that meeting, an overview and update was provided to Council regarding the tax as well as the dedication of any such tax to repair our roads. Council decided at that meeting to revisit this issue.

The most recent discussions have occurred with Council on November 2 and 16 of 2015 and February 2 of this year. At that meeting Council requested that a study session be held for further investigation and discussion of the issues.

Many roadways in the City of Decatur are in need of repair. The City of Decatur has a Pavement Master Plan (Executive Summary attached). This plan was provided to the City Council approximately one (1) year ago and again in November 2015 and can be found on the City's website at <http://www.decaturlil.gov/publicinformation.html> under Notices. This Plan was completed in January 2013 and provided to the City Council in June 2013. The goal of the Plan is to remain knowledgeable about pavement conditions so we can stay ahead of pavement deterioration trends and monitor how changes made to our pavement maintenance and funding strategies affect pavement conditions.

Our comparable communities have local motor fuel taxes. The following table sets out those communities and their tax rates. The amount they collect in revenue will vary based on the amount of gallons of motor fuel purchased in their individual communities.

Municipalities with Local Motor Fuel Taxes	
City	Tax Rate
Bloomington, IL	4 ¢
Carbondale, IL	3 ¢
Champaign, IL	4 ¢
Danville, IL	7.5 ¢ non-diesel 4.6 ¢ diesel
Galesburg, IL	4.5 ¢
Normal, IL	4 ¢
Pekin, IL	4 ¢
Peoria, IL	5 ¢
Urbana, IL	5 ¢
Updated January, 2016	

As with any type of proposed revenue source, there are advantages and disadvantages to the motor fuel tax. Council has discussed and wrestled with this issue over the years and in much greater detail these past few months. The advantages would include,

- *Fuel costs are low currently
- *Affects all who purchase fuel in the City
- *Non-residents will also pay
- *Would generate positive cash flow within two months of implementation

The disadvantages would include,

- *Based solely on consumption; will not grow with inflation naturally
- *Reduction in gallons purchased may decrease in City if consumers purchase outside
- *Will require City staff to administer

City staff will be available to answer questions.

EXECUTIVE SUMMARY (UPDATED JANUARY 2015)

The condition of Decatur's streets is declining. With 825 lane-miles of pavement to maintain and the size of the street network expected to grow, a strategy must be developed to address the City's distressed pavement. Street pavement is like any major investment, it needs preventative maintenance to extend its life, and it needs rehabilitation throughout its life to avoid the cost of completely replacing the street. It has been determined that investing more in pavement early on, saves money in the long run.

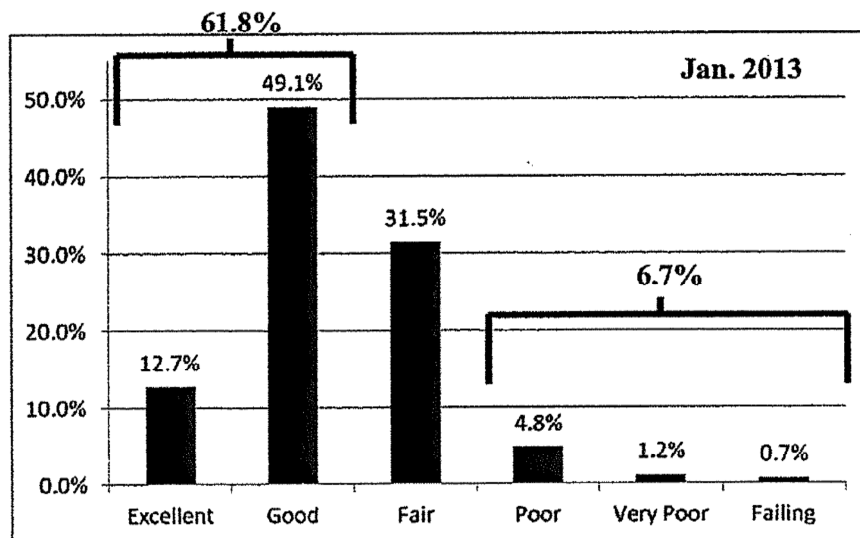
The City of Decatur maintains:

- 696 lane-miles of asphalt streets.
- 93 lane-miles of concrete streets.
- 22 lane-miles of brick streets.
- 14 lane-miles of surface treatment streets.

Between 1990 and 2000 the City was growing at a rate of 0.46 square miles per year with 1.25 miles of road being added to the City each year. These rates have slowed since 2000 with 0.10 square miles of area and 0.80 miles of road added to the City each year.

City staff inspects half of the streets maintained by the City each year, and uses a pavement management system developed by Lucity, Inc. to maintain inspection data and estimate pavement condition resulting from various levels of investment.

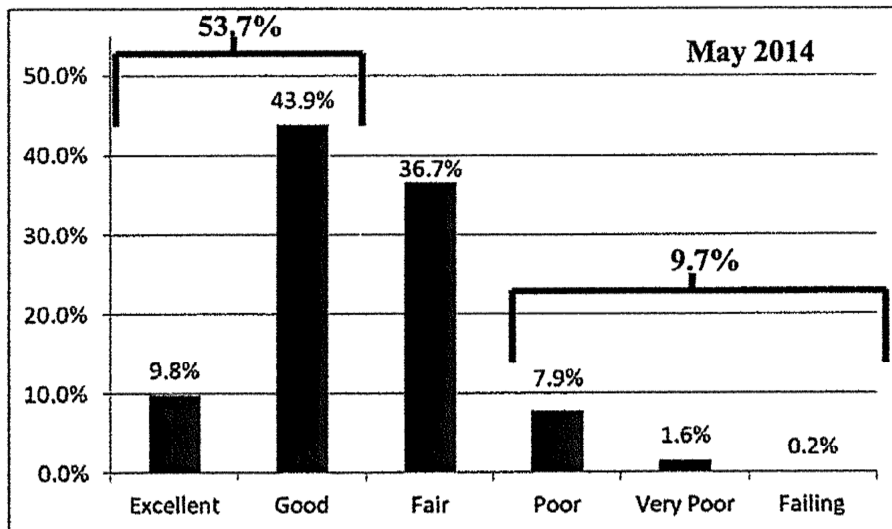
A pavement rating scale called the Pavement Condition Index (PCI) is used to rate the streets. These ratings can be generalized "Excellent", "Good", "Fair", "Poor", "Very Poor", or "Failed". As of January 2013 the fraction of streets in each of these ratings categories is as follows:



Updated 1/23/2015

ii

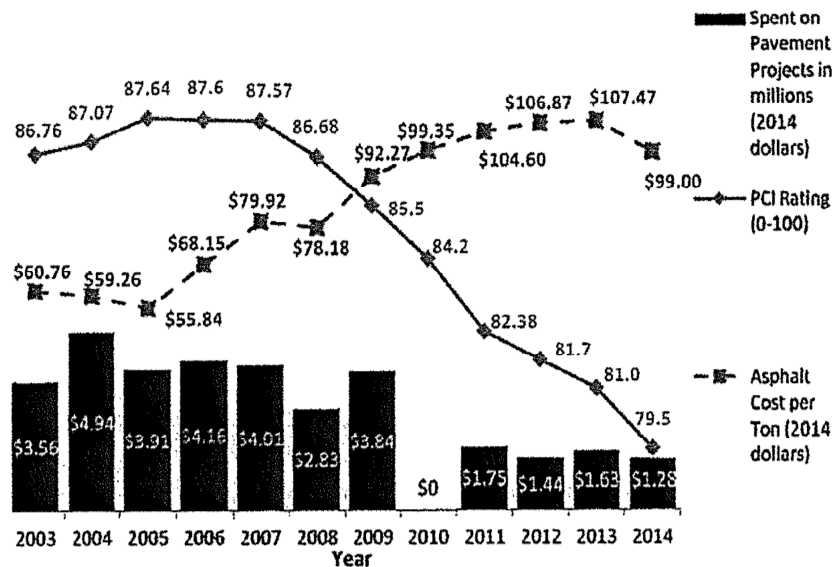
As of May 2014 the distribution changed:



The percentage of streets in either “Good” or “Excellent” condition dropped from 62% in 2013 to 54% in 2014. As more streets decline into “Poor” to “Failed” condition it is very important to invest in pavement maintenance to prevent any further decline.

The overall pavement condition of the City’s streets has been declining since 2007, as the graph below illustrates. Major reasons for the decline include:

- The price of asphalt doubling between 2005 and 2013 (Bids for the price of asphalt have not been received as of January 2015. The price of asphalt may currently be on a downward trend.)
- The amount of money dedicated to pavement repairs decreasing since 2009 due to general capital funds being redirected from pavement maintenance, and MFT funds being distributed to bridge projects and the reconstruction of L&A Industrial Drive.



Updated 1/23/2015

iii

New asphalt and concrete pavements are typically built to last 30 to 40 years before reconstruction is necessary if no other maintenance is performed. Regular maintenance is meant to extend pavement's life. Resurfaced streets can last 15 to 20 years.

Pavement maintenance techniques can be classified into three general categories:

- Preventative maintenance: crack sealing, pothole filling, seal coats, etc.
- Major rehabilitation: deep patching and mill & overlays.
- Total reconstruction: total removal of pavement and rebuilding the base.

City crews can perform many of the preventative maintenance activities including some deep patches. Construction contractors perform large patches as well as most other rehabilitation/reconstruction activities. City crews could potentially increase their maintenance activities, at a lower cost than contractors, with the proper resources.

The amount the City spent on pavement maintenance in 2013 calendar year was:

- \$419,525 on in-house pavement maintenance activities.
- \$1,596,919 on asphalt rehabilitation and reconstruction.

Pavement program deficiencies include:

- The pavement network PCI rating has dropped 7% in the last 5 years, and the decline will continue at the current funding levels.
- Funds from the State Motor Fuel Tax have been decreasing due to declining population and other factors.
- Capital funds being redirected from pavement maintenance and allocated to other priorities.
- Almost no dedicated funds for concrete and brick street maintenance.
- MFT funds are now being used to purchase salt for snow and ice control when before salt was purchased with general funds.
- Dedicated MFT funds from the State alone are not sufficient to stop the decline of the City's pavement condition.
- Currently, it would cost approximately \$21 million to fix the streets in most need of repair.

Pavement program strategies to slow or stop the decline of the City's pavement condition include:

- Performing more preventative maintenance to lengthen pavement's life and save money in the long term.
- Increased funding now can decrease costs in the long term and save money overall.
- A local option motor fuel tax has been adopted by many municipalities within the State of Illinois, including nearby central Illinois cities, and can provide extra revenue dedicated to pavement maintenance.

Staff plans to:

- Continue studying maintenance practices to perfect the ability to select the right treatment, for the right pavement, at the right time.
- Investigate whether the City can save money by performing more maintenance activities in-house.
- Seek other funding sources to stop the steep decline of the City's pavement network.
- Continue updating a rolling 5-year plan each year by simulating future pavement conditions and evaluating potential project locations.
- Share 5-year plan with the public via Decatur's Digital Atlas.

ORDINANCE NO. _____

**ORDINANCE ADDING CITY CODE
-CHAPTER 51.4-
-LOCAL MOTOR FUEL TAX-**

WHEREAS, the City of Decatur is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, under its home rule authority, the City may establish a tax upon the privilege of using or consuming motor fuel that is purchased at retail or bulk within the City of Decatur; and

WHEREAS, it is in the best interests of health, safety and welfare of the citizens of Decatur to impose a tax of \$0.05 per gallon on the privilege of using or consuming non diesel motor fuel that is purchased at retail or bulk within the City of Decatur; and

WHEREAS, it is in the best interests of health, safety and welfare of the citizens of Decatur to impose a tax of \$0.01 per gallon on the privilege of using or consuming diesel motor fuel that is purchased at retail or bulk within the City of Decatur.

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

Section 1. That the City Code of the City of Decatur, Illinois, be and the same is hereby, modified and amended, by adding a new Chapter 51.4, titled Local Motor Fuel Tax thereto. Said Chapter 51.4 shall provide as set forth in Exhibit A attached hereto and hereby made a part hereof.

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

PRESENTED, PASSED, APPROVED AND RECORDED THIS _____ day of
February, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED THIS _____ day of November, 2015

CITY CLERK

CHAPTER 51.4

LOCAL MOTOR FUEL TAX

1. **DEFINITIONS.** Whenever used herein, unless context otherwise requires, the following words, terms or phrases shall have the meaning ascribed to them in this section:

(a) Bulk user- any person who purchases motor fuel for storage in bulk storage facilities located within the City, which facilities are owned, leased, or controlled by the person for subsequent dispensing into the supply tanks of internal combustion engines operated by the person.

(b) Diesel Fuel-any product intended for use or offered for sale as a fuel for engines in which the fuel is injected into the combustion chamber and ignited by pressure without electric spark. Such fuel shall not include dyed diesel fuel as defined in 35 ILCS 505/4d and any successor statute.

(c) Gallon-in addition to its ordinary meaning, its equivalent in a capacity of measurement of substance in a gaseous state.

(d) Motor fuel-all volatile and inflammable liquid produced, blended, or compounded for the purpose of, or which are suitable or practicable for, operating motor vehicles.

(e) Motor fuel retailer- any person as defined herein, engaged in the business of selling motor fuel at retail, and not for resale within the City of Decatur.

(f) Motor fuel tax- the tax imposed under this Chapter.

(g) Motor vehicles-motor vehicles as defined by the Illinois Vehicle Code and watercraft propelled by an internal combustion engine.

(h) Person-any individual, firm, trust, estate, partnership, association, joint stock company, joint adventure, corporation, limited liability company, or a receiver, trustee, guardian, or other representative appointed by order of any court, or any city, town, county or other political subdivision.

(i) Retail gasoline dealer-any person who engages in the business of selling motor fuel in the City to a purchaser for use or consumption, and not for resale in any form.

(j) Sale, resale or selling-any transfer of ownership or possession, or both, exchange, or barter, conditional or otherwise, in any manner or by any means whatsoever for valuable consideration.

2. IMPOSITION OF TAX.

(a) There is levied and imposed upon the privilege of using or consuming motor fuel that is purchased at retail or bulk within the corporate limits of the City, a motor vehicle fuel tax, irrespective of the unit of measure in which it is actually sold, at a the rate of five cents (\$0.05) per gallon for non-diesel fuel from and after April 1, 2016.

(b) There is levied and imposed upon the privilege of using or consuming motor fuel that is purchased at retail or bulk within the corporate limits of the City, a motor vehicle fuel tax, irrespective of the unit of measure in which it is actually sold, at a rate of one cent (\$0.01) per gallon for diesel fuel from and after April 1, 2016.

(c) The tax herein levied shall be paid in addition to any and all other taxes and charges. The tax herein imposed is not based on the selling or purchase price or gross receipts from the sale or purchase of motor fuel.

(d) The ultimate incident of and liability for payment of the tax is to be borne by the purchaser of motor fuel. Nothing in this Chapter shall be construed to impose a tax upon the occupation of persons engaged in the sale of motor fuel.

(e) Each motor fuel retailer is required to collect the tax from the purchaser and remit it as set forth in this Chapter.

3. COLLECTION BY RETAIL GASOLINE DEALERS.

(a) All retail gasoline dealers shall jointly and severally have the duty to collect, and shall collect and account for the tax imposed in Section 2 of this Chapter from each purchaser at the time that the consideration for such purchase is paid.

(b) Each retail gasoline dealer collecting and accounting for such tax shall be the trustee for and on account of the City of Decatur.

4. REQUIRED RETURNS AND REMITTANCE OF TAX.

(a) All retail gasoline dealers shall pay to the City all taxes collected pursuant to this Chapter.

(b) All retail gasoline dealers shall file a sworn monthly return with the Finance Department of the City no later than the twentieth day of the calendar month next succeeding the month for which the return is made, a sum of money equal to the amount of motor fuel tax owing for the preceding month, accompanied by a sworn monthly return in a format prescribed by the

Finance Director containing such information as the Finance Director may reasonably require including, but not limited to all receipts from taxable purchases of motor fuel and the tax collected for such.

(c) Every bulk user shall file a sworn monthly return with the Finance Department no later than the twentieth day of the calendar month next succeeding the month for which the return is made, a sum of money equal to the amount of motor fuel tax owing for the preceding month, accompanied by a sworn monthly return in a format prescribed by the Finance Director containing such information as the Finance Director may reasonably require.

(d) Any person filing a timely return pursuant to this Section may retain One and Three quarters (1.75) percent of the tax they collect to be remitted with that return. This retention is allowed for the purpose of compensating for the costs incurred in complying with the duties and obligations set forth under this Chapter. If the return is not timely filed, no retention shall be allowed.

5. **IMPROPER COLLECTION.** If any retail gasoline dealer collects an amount upon a sale not subject to the tax imposed in this Chapter but which amount is purported to be the collection of such tax, or if a retail gasoline dealer collects an amount upon a sale greater than the amount of the tax so imposed thereon and does not for any reason refund the same to the purchaser who paid the same before filing the return for the period in which such occurred, such retail gasoline dealer shall account for and pay over those amounts to the City along with the tax properly collected.

6. **RECORDKEEPING AND INSPECTION OF RECORDS.**

(a) Each motor fuel retailer has a duty to maintain complete and accurate books, records, and accounts showing the gross receipts for the sale of motor fuel and the motor fuel taxes collected from purchasers and books, records and accounts related to such.

(b) Each bulk user has a duty to maintain complete and accurate books, records and accounts showing the amount of motor fuel purchased.

(c) The books, records, and accounts under this Section must be available in the City for examination and for audit by the City. Any examination by the City may be made only after reasonable notice and may be made only during customary business hours.

7. **REGISTRATION.** Each motor fuel retailer doing business in the City and each bulk user purchasing motor fuel for storage in bulk storage facilities in the City is required to register with the Finance Department on or before the later of (i) March 20, 2016 or (ii) twenty (20) days after commencing business as a motor fuel retailer or becoming a bulk user. The registration shall be in the form and manner as prescribed by the Finance Director.

8. **USE OF MOTOR FUEL TAX.** The revenue produced by the tax imposed in this Chapter shall be used for transportation and transportation related projects.

9. **PROMULGATION OF RULES.** The Finance Director shall cause the provisions of this Chapter to be enforced and administered and in order to do so is authorized to promulgate and publish such rules and regulations and make such ruling and decisions not in conflict with this Chapter which he deems necessary to administer and enforce the provisions of this Chapter.

10. **ENFORCEMENT.** Payment and collection of the motor fuel tax may be enforced by action in any court or tribunal of competent jurisdiction and failure to collect, account for and pay over said tax shall be cause for revocation of any City license for such motor fuel retailer's location or such motor fuel retailer thereof in addition to any other penalty provided in this Chapter.

11. **PENALTY.**

(a) If for any reason any tax is not paid when due, a penalty at the rate of ten (10) percent per thirty (30) day period, or portion thereof, from the day of delinquency shall be added thereto and paid.

(b) In addition to the penalty as set forth in Section 10 (a) or elsewhere by law or ordinance, any motor fuel retailer operating without a certificate of registration or failing or omitting to pay said tax when due, or failing or omitting to collect, or to account for, or to pay over said tax, or failing to comply with said rules, regulations and rulings shall be fined not less than Two Hundred Fifty (\$250) Dollars nor more than Five Hundred (\$500) Dollars.

MINUTES OF THE MEETING
OF THE
DECATUR PLAN COMMISSION

Thursday, January 7, 2016
City Council Chamber, Decatur Civic Center

The January 7, 2016 meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Glenn Livingston who determined a quorum was present.

Members Present: Bill Clevenger, Bruce Frantz, Ed Harris, Jack Myatt,
Kent Newton, Terry Smith, Mike Sotiroff, Glenn Livingston

Members Absent: Susie Peck

Staff Present: Billy Tyus, Suzy Stickle, Joselyn Stewart,
Troy Hall, Patrick Hoban, John Robinson, Janet Poland

It was moved and seconded (Smith/Newton) to approve the minutes of the December 3, 2015 meeting of the Decatur City Plan Commission as presented. Motion carried with Ed Harris abstaining from the vote.

New Business

Cal. No. 15-23	Petition of HAMOUD HIZAM to rezone property located at 1402 and 1412 EAST HICKORY STREET from R-3 Single Family Residence District to B-1 Neighborhood Shopping District.
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Ms. Suzy Stickle was sworn in by Mrs. Janet Poland.

Ms. Stickle presented the recommendation of staff:

The subject site is approximately .28 acres and is located at 1402 and 1412 East Hickory Street. The site is currently developed with a 2,000 square foot commercial structure and a single family residential structure.

The petitioner proposes to rezone from R-3 Single Family Residence District to B-1 Neighborhood Shopping District to allow for all those uses permitted in the B-1 Neighborhood Shopping District.

The surrounding zoning in all directions is R-3 Single Family Residence District. The Macon County and Decatur Comprehensive Plan shows this area as Residential-Low Density. The permitted land uses in the B-1 District are compatible with the residential land uses as the B-1 Neighborhood Shopping District is designed to encourage and facilitate commercial activities in the neighborhoods in which they serve.

Although the Comprehensive Plan shows this area as Residential-Low Density, staff is of the opinion that uses permitted in the B-1 District will not alter the essential character of the general area as the B-1 District was established to allow these types of establishments in the neighborhoods to serve its residents. There is currently a commercial building on site which was established in the

neighborhood years ago and it would be able to be repurposed if the lot were to be rezoned along with the demolition of the single family structure to provide an area for parking to serve the commercial structure.

If the property is rezoned to B-1 Neighborhood Shopping District and redevelopment occurs, the adjacent properties will have a buffer yard between the residential properties and the development in accordance with the regulations of the Zoning Ordinance.

Staff recommends approval of the rezoning.

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 15-23 to the City Council with a recommendation for approval is suggested.

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

Mrs. Cave stated the petitioner is currently the owner of 1402 East Hickory Street and would like to rehabilitate the existing building for a future business. Mr. Hizam recently purchased the abandoned house at 1412 East Hickory Street which is directly to the east of 1402 East Hickory Street. He is requesting the rezoning of both parcels which will allow him to add a parking lot, detention and buffer yards to meet the City's requirements. Mrs. Cave said she feels this will be an amenity to the neighborhood.

Chairman Glenn Livingston asked what type of business this was going to be. Mrs. Cave said a convenience store.

There were no objectors present.

It was moved and seconded (Harris/Sotiroff) to forward Calendar No. 15-23 to the City Council with a recommendation for approval. Motion carried unanimously.

There being no further business, it was moved and seconded (Sotiroff/Harris) to adjourn the meeting. Motion carried unanimously. Chairman Glenn Livingston declared the meeting adjourned at 3:10 P.M.



Kent Newton, Secretary
Decatur City Plan Commission

ATTACHMENTS:

Description	Type
Memorandum for Amendments to Chapter 52	Cover Memo
Ordinance Amending City Code Chapter 52	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Legal Department	Bright, Debbie	Approved	2/11/2016 - 5:46 PM

**LEGAL DEPARTMENT MEMORANDUM
NO. 2016-01**

February 16, 2016

TO: Honorable Mayor Moore Wolfe and City Council

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

SUBJECT: Amendments to Chapter 52 – Alcoholic Liquor

SUMMARY RECOMMENDATION: Staff requests that Council pass the proposed ordinance amendment regarding Chapter 52, Sections 7 and 8 allowing for an additional liquor license classification for wineries. The Winery Special Use permit would allow for a State-licensed winery to sell wine by the bottle for consumption only off premises during a market-type, special or festival event for a period of no longer than three (3) consecutive days. The maximum number of Winery Special Use permits issued to the same winery in one calendar year shall not exceed six (6) and not more than one Winery Special Use permit shall be granted to any one winery in any one period of thirty (30) days.

BACKGROUND: Staff received requests for allowance of a license for wineries to sell their products by the bottle or case at special events. Currently, a temporary license requires that the organization is only a club, society, fraternity, benevolent or civic organization not for pecuniary profit and only allows for on-premise consumption.

RECOMMENDATION: Staff recommends the suggested amendments to Chapter 52, Sections 7 and 8.

POTENTIAL OBJECTIONS: There are no known or expected objections.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE:
Amy Waks, Assistant Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS: None

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
- CHAPTER 52 -
- ALCOHOLIC LIQUOR -**

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

Section 1. That Sections 7 and 8 of Chapter 52 of the City Code of the City of Decatur, Illinois, be, and the same are hereby modified and amended, so that Sections 7 and 8 as so modified and amended, shall provide as follows:

7. LICENSE FEE. ...Payment of a fee shall accompany the request for a temporary permit or winery special use permit, in accordance with the following schedule:

1st permit / year - \$100.00 per day
2nd permit / year - \$150.00 per day
3rd permit / year - \$200.00 per day
4th permit / year - \$250.00 per day
5th permit / year - \$250.00 per day
6th permit / year - \$250.00 per day

8. TEMPORARY PERMIT/WINERY SPECIAL USE PERMIT.

A. TEMPORARY PERMIT. The Local Liquor Control Commissioner may issue a temporary permit for the sale of alcoholic liquors to be consumed only on the premises at a banquet, picnic, bazaar, fair or similar private or public assembly where food or drink is sold, served or dispensed. Such temporary permit shall be issued only to a club, society, fraternity, benevolent or civic organization not for pecuniary profit, and shall be for a period of not more than three days. The maximum number of temporary permits issued to the same entity in one calendar year shall not exceed six (6) and not more than one temporary permit shall be granted to any one organization in any one period of thirty (30) days.

B. WINERY SPECIAL USE PERMIT. The Local Liquor Control Commissioner may issue a winery special use permit for the sale of wine sold in the original containers which bear the vintner's label and which are corked, capped or otherwise securely sealed at the place of vintning at a market-type, special or festival event. Such license shall be issued to a winery licensed by the State of Illinois with a winemaking premises license or a special use permit license, and shall be for a period of not more than three days. The maximum number of winery special use permits issued to the same winery in one calendar year shall not exceed

six (6) and not more than one winery special use permit shall be granted to any one winery in any one period of thirty (30) days.

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

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

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this day of , 2016.

CITY CLERK

ADDITIONS AND DELETIONS

7. **LICENSE FEE.** ...Payment of a fee shall accompany the request for a temporary permit or winery special use permit, in accordance with the following schedule:

1st permit / year - \$100.00 per day
2nd permit / year - \$150.00 per day
3rd permit / year - \$200.00 per day
4th permit / year - \$250.00 per day
5th permit / year - \$250.00 per day
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B. WINERY SPECIAL USE PERMIT. The Local Liquor Control Commissioner may issue a winery special use permit for the sale of wine sold in the original containers which bear the vintner's label and which are corked, capped or otherwise securely sealed at the place of vintning at a market-type, special or festival event. Such license shall be issued to a winery licensed by the State of Illinois with a winemaking premises license or a special use permit license, and shall be for a period of not more than three days. The maximum number of winery special use permits issued to the same winery in one calendar year shall not exceed six (6) and not more than one winery special use permit shall be granted to any one winery in any one period of thirty (30) days.

Purchasing

DATE: 2/5/2016

MEMO: #16-01

TO: Honorable Mayor Moore Wolfe and City Council

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

SUBJECT: Bids for water inventory materials

SUMMARY RECOMMENDATION:

Staff recommends awarding a contract to HD Supply Waterworks to supply the various water inventory materials listed on Exhibit A for the period of February 16, 2016 – December 31, 2017.

BACKGROUND:

The following is a list of water inventory materials and how they are used by Water Services.

- Fire Hydrants – replacement for obsolete and damaged hydrants.
- Hydrant repair kits – for leaking, damaged, and malfunctioning hydrants.
- Curb stops and curb boxes – water service repairs.
- Service fittings – water service repairs.
- Repair clamps – water main leaks and failures.

The low bidder is providing material that meets the requirements of the American Water Works Association (AWWA) standards.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

Water Services requested the materials and wrote the bid specifications. They recommend

approval of the bid.

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

BUDGET/TIME IMPLICATIONS: Water Fund

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Exhibit A	Backup Material
Bid Summary	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Purchasing	Bright, Debbie	Approved	2/11/2016 - 5:48 PM

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID
- HD SUPPLY WATERWORKS –
CITY PROJECT – 2016-03

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

Section 1. That the tabulation of the bid received for furnishing water inventory materials, City Project 2016-03 presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the bid of HD Supply Waterworks shown in Exhibit A be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and HD Supply Waterworks for their bid prices shown in Exhibit A.

PRESENTED AND ADOPTED THIS 16th day of February 2016.

Julie Moore Wolfe
MAYOR

ATTEST:

CITY CLERK

Exhibit A
Water Inventory Materials – 2016-03

Estimated Yearly Usage	Item	Vendor	Unit Price
<u>Fire Hydrants</u>			
2	5 1/4" 3.5' bury, Super Centurion	HD Supply Waterworks	\$1250.00
6	5 1/4" 4' bury, Super Centurion	HD Supply Waterworks	1280.00
24	5 1/4" 4.5' bury, Super Centurion	HD Supply Waterworks	1280.00
12	5 1/4" 5' bury, Super Centurion	HD Supply Waterworks	1340.00
10	5 1/4" 5.5' bury, Super Centurion	HD Supply Waterworks	1365.00
6	5 1/4" 6' bury, Super Centurion	HD Supply Waterworks	1385.00
<u>Hydrant Repair Kits</u>			
50	5 1/4" Hydrant shoe kit #280364	HD Supply Waterworks	\$ 114.00
50	5 1/4" Hydrant bonnet kit #280361	HD Supply Waterworks	37.00
50	5 1/4" Hydrant bonnet kit #280355	HD Supply Waterworks	39.00
<u>Curb Stops & Curb Boxes</u>			
350	3/4" H15155N curb stops	HD Supply Waterworks	\$ 33.00
180	Lids/Plugs H89375	HD Supply Waterworks	7.10
350	4' curb boxes H10300-99008	HD Supply Waterworks	33.50
<u>Service Fittings</u>			
50	Pack joint union- 3/4"- E15409N	HD Supply Waterworks	\$ 12.50
50	Straight coupling – 3/4" – H15403N	HD Supply Waterworks	10.50
<u>Repair Clamps</u>			
114	6 x 9 #500-9-0684	HD Supply Waterworks	\$ 62.00

Project Name: Water Inventory Materials Bid #: 2016-03 Bid Date: January 21, 2016 Time: 4:00 p.m.				HD Supply Waterworks Washington, IL		Illinois Meter, Inc. Springfield, IL	
	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total
	Fire Hydrants						
	5 1/4, 3.5' bury	2		\$1,250.00	\$2,500.00	\$1,238.23	\$2,476.46
	5 1/4, 4'- bury	6		\$1,280.00	\$7,680.00	\$1,267.25	\$7,603.50
	5 1/4, 4.5' bury	24		\$1,280.00	\$30,720.00	\$1,296.13	\$31,107.12
	5 1/4, 5' bury	12		\$1,340.00	\$16,080.00	\$1,325.08	\$15,900.96
	5 1/4, 5.5' bury	10		\$1,365.00	\$13,650.00	\$1,354.00	\$13,540.00
	5 1/4, 6' bury	6		\$1,385.00	\$8,310.00	\$1,382.87	\$8,297.22
	Hydrant Repair Kits						
	#280364	50		\$114.00	\$5,700.00	\$116.28	\$5,814.00
	#280361	50		\$37.00	\$1,850.00	\$37.97	\$1,898.50
	#280355	50		\$39.00	\$1,950.00	\$40.10	\$2,005.00
	Curb Stops & Curb Boxes						
	3/4"curb stops #H15155N	350		\$33.00	\$11,550.00	\$33.94	\$11,879.00
	curb box lids #H89375	180		\$7.10	\$1,278.00	\$7.36	\$1,324.80
	4' curb boxes #H10300-99008	350		\$33.50	\$11,725.00	\$34.03	\$11,910.50
	Service Fittings						
	pack joint union Mueller #E15409N	50		\$12.50	\$625.00	\$12.59	\$629.50
	straight coupling Mueller #H1507403N	50		\$10.50	\$525.00	\$10.54	\$527.00
	Pipe Repair Clamps						
	#500-9-0684	114		\$62.00	\$7,068.00	\$63.54	\$7,243.56

TOTAL

Page 164 of 181 \$121,211.00

\$122,157.12

City Clerk

DATE: 2/11/2016

MEMO: 2016-02

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason

SUBJECT: January 2016 Monthly Reports

ATTACHMENTS:

Description	Type
Development Services	Cover Memo
Fire	Cover Memo
Management Services	Cover Memo
Public Works	Cover Memo
Police	Cover Memo
Water	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Bright, Debbie	Approved	2/11/2016 - 5:44 PM

**DEVELOPMENT SERVICES
JANUARY MONTHLY REPORT**

BUILDING INSPECTIONS - 85 permits were issued in January 2016 with a total work value of \$3,734,526. Of these, two were interior commercial renovations at \$440,000 total, and one mobile commercial office building valued at \$148,000. There were no new home permits.

**Monthly Summary
1/1/2016 – 1/31/2016**

PERMIT TYPE	# ISSUED	WORK VALUE
Building	9	\$3,468,500.00
Demolition	1	400.00
Electrical	22	62,309.00
Mechanical	24	117,620.00
Other	4	12,349.00
Plumbing	21	43,348.00
Sign	4	30,000.00
Tent	0	0
TOTAL	85	\$3,734,526.00

PLANNING AND ZONING – Part of the process of economic development and community redevelopment involves site plan reviews for compliance with local development laws and ordinances. As you know, the city has regulations designed both to beautify the community as part of development (landscaping, signage, etc.) but also to protect both users of a particular development (parking, lighting, etc.) and adjacent land owners (drainage, buffer yard size requirements) Last month the planning and zoning division in conjunction with other city departments reviewed 5 submittals which included 5 site plans and no subdivision plats. Additionally, the division reviewed and facilitated 1 zoning case that was approved by the City Council at the January 19th City Council meeting.

NEIGHBORHOOD SERVICES

- Staff continued to prepare special reports for loans that are serviced in the Neighborhood Outreach Division
- Staff continued to qualify homeowners for the Residential Rehabilitation and Emergency Programs
- Staff continued to prepare Environmental for Residential Rehab, potential replacement projects
- Staff participate in several HUD webinars and tutorials
- Staff attended training on Munis and GMS

- HUD held training for new staff in Chicago. New staff attended HOME and CDBG 101 along with being oriented with HUD CPD rep.
- Staff met with Community leaders to discuss the an organized clean-up project, to be held April 2016
- Staff attended Safety Meeting for Neighborhood Outreach
- Staff attended Beautify Decatur Meeting with Grow Decatur
- Staff participated in HOME webinar about recent changes to the HOME rule.
- Staff continued working with HUD Chicago and Washington DC via numerous conference calls to identify replacement projects for low-mod benefit compliance and creating notifications for the public.
- Construction Project Manager prepared work write-ups with estimates for the CDBG and HOME Rehab Programs.
- Staff attended a Nelson Park neighborhood meeting in conjunction with the Public Works Department to discuss a sewer replacement project.
- Staff attended CONO's monthly meeting.
- Staff continues to have discussions or contact with potential CHDO's
- Staff attended Ashley Furniture Ribbon Cutting event
- Staff discussed the potential use of HOME funds for multi-unit rental projects
- Staff participated in the planning of 2016 Money Smart Week
- Staff participated in several conference calls with HUD CPD rep in regards to CHDO set-aside, replacement projects, CAPER, and other HUD projects.
- Single Family Rental monitoring continued, with annual tenant surveys being sent to landlords
- Staff directed certification packages to recertify contractors interested in bidding on federal rehab projects.
- Staff attended Continuum Meeting with other local agency partners
- Staff participated in RNNC Steering Committee Meeting. The conference will be held this year in Champaign-Urbana.

ECONOMIC DEVELOPMENT– The economic development division had 37 new and separate inquiries in January for possible projects and also had 35 meetings related specifically to ongoing initiatives. We held 3 ribbon cuttings, 1 ground breaking and 1 soft opening in January. All had good coverage in the media. As of last week, there were 1,463 job listings in the Decatur, Illinois area on indeed.com, one of the leading national job search sites and 6,406 job openings in the Central Illinois region according to one state database.



DECATUR FIRE DEPARTMENT
MEMORANDUM
16-02

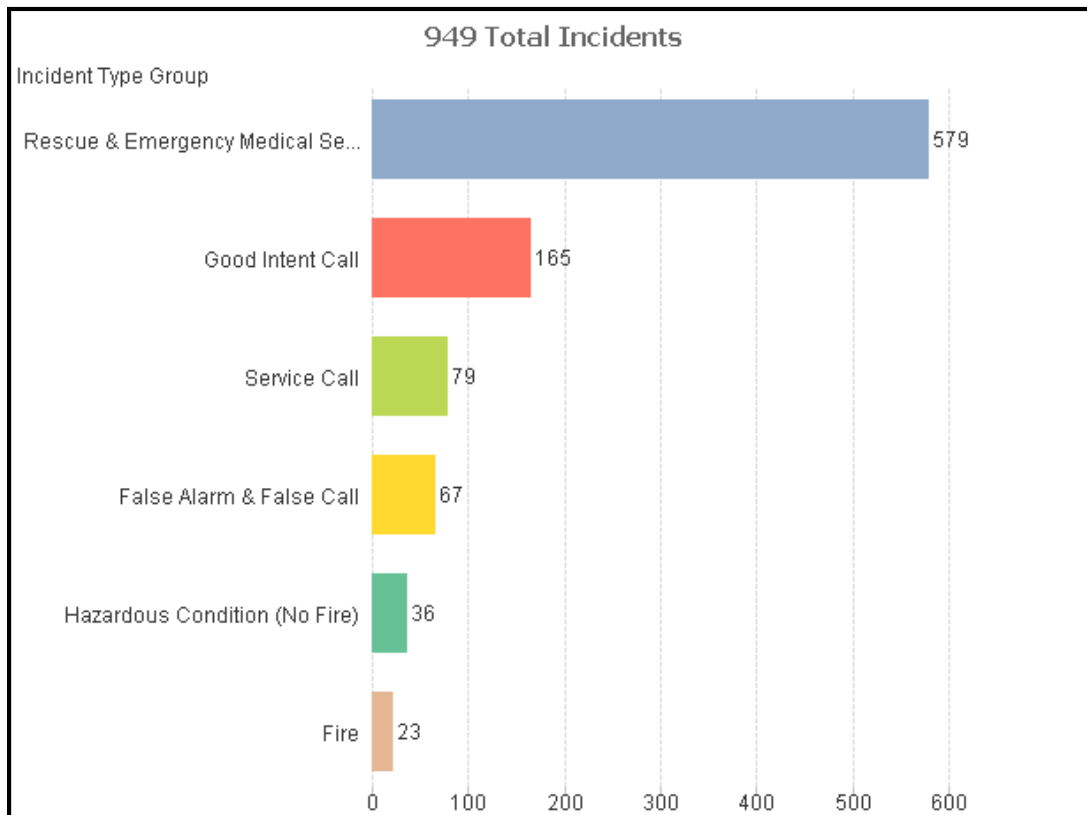
February 10, 2016

TO: Tim Gleason, City Manager

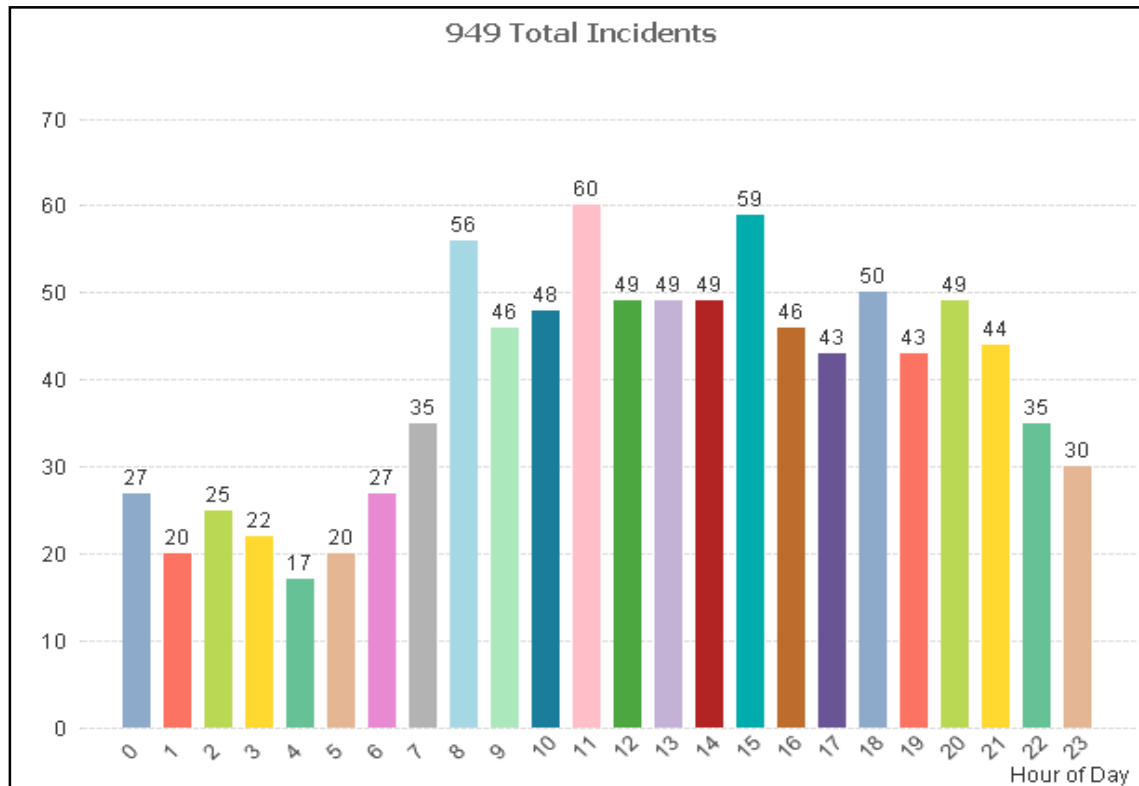
FROM: Jeffrey S. Abbott, Fire Chief

RE: Monthly Report –January 2016

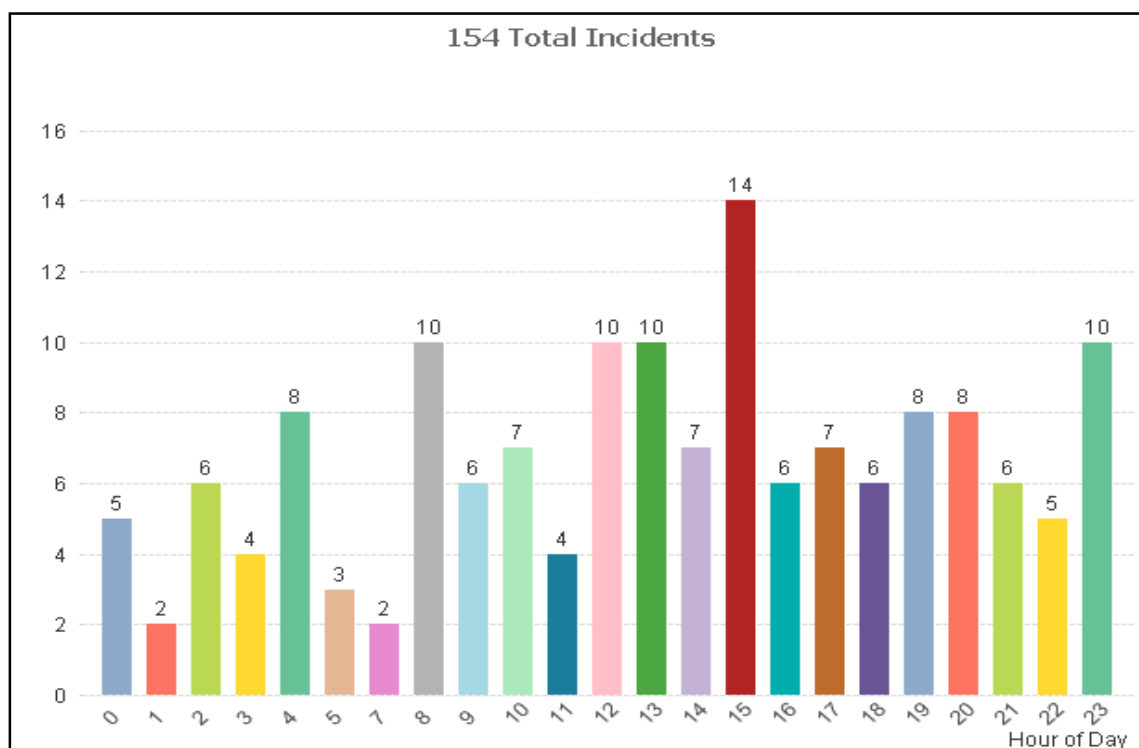
The fire department responded to 949 alarms in January. There were 15 structure fires during the month of which, one resulted in our first fatality in over a year. The last fatal fire, before this one, was in December of 2014. The need to continue to educate the public about the importance of smoke detectors is an ongoing theme for the department.



The January fires resulted in \$101,550.00 in property loss, while over \$450,000.00 in property was saved from fire. The chart below indicates the hours of the day and the frequency of alarms at a particular time frame.



The chart below indicates the time frames when structure fires occurred in 2015.



Training Division

In January we did our yearly SCBA FIT testing. All personnel that use SCBA and dust mask must be tested by a FIT test machine to ensure that their mask has a seal and no particulates are entering.

The department has two FIT testing machines limiting us to two individuals at a time. FIT testing is a mandatory OSHA requirement that has to be done annually for all individuals wearing SCBA.

Tying fire service rope knots was a topic this month; knots are used for hoisting equipment to aid in fire department rescues. The training covered the bowline knot and all of its different applications.

A Safety and Survival skill sheet was distributed. It discussed the importance of having a means of egress from a hazardous situation. Some items discussed:

- Two exits
- Making everyone aware
- Ensuring clear of obstructions

Fire Prevention Division

11 Fire Investigations: 5 Accidental 3 Incendiary 3 Undetermined

6 Plan Reviews

89 Fire Inspections or re-inspections

17 Key Box installations or removals

4 Fire Scene follow up inspections

5 Consultations

8th Grade Career Fair (RCC- 4 days)

1 Evidence Transfer to Springfield State Crime Lab

1 Complaint Investigation

1 Smoke Alarm Installation

9 Hours EMS Con-Ed

1 Technical Review Committee Meeting

5 Millikin Greek House Fire Inspections

DEPARTMENT OF MANAGEMENT SERVICES
Monthly Report of Priorities and Projects
Fiscal Year 2016
January 2016

Highlights for this month include:

City Clerk's Office

- Preparing the agenda, packet and minutes for one City Council meeting;
- Processing and releasing 15 Freedom of Information Act (FOIA) requests;
- Issuing two (2) liquor licenses;
- Completing a State of Illinois Records Disposal Certificate for 354.5 cubic feet of records; and
- Obtaining approval of the State's Local Records Commission for records destruction;

Human Resources Division

- Facilitating the monthly meeting of the City's Civil Service Commission;
- Attending the Rev. Dr. Martin Luther King, Jr. banquet and Freedom March;
- Continuing to collect and review Management Employee Performance Evaluations; and
- Administering the written test for the Emergency Communications Specialist register;

MIS Division

- Completing the Exchange 2013 upgrade and migration, and decommissioning the old sever;
- Completing development of the Pedestrian Stop application for required state data export;
- Creating a new GIS map for the City Clerk for all liquor license holders;
- Creating a GIS web app showing the geographical boundaries of the Midwest Inland Port;
- Creating a Fiber Infrastructure map for Economic Development; and
- Spending considerable time working through network drive mapping issues;

Mass Transit System

- Submitting quarterly GFRA reports to IDOT;
- Meeting with Accounts Payable and Purchasing to review annual requisitioning;
- Receiving the 2nd quarter operating assistance grant from IDOT;
- Submitting the National Transit database (NTD) annual report; and
- Working with the Transit management company on employees' 2015 W-2 forms;

Director's Office

- Conducting a refuse removal hauler's license hearing;
- Meeting with Police leadership regarding communication center management transition;
- Attending the Martin Luther King Jr. Day community luncheon;
- Participating in an AFSCME labor management committee meeting;
- Meeting with Decatur Celebration representatives on a planned community event;
- Participating in a contract mediation session with the PBPA labor committee; and
- Attending the monthly meeting of the Decatur Civic Center board.

**Public Works Department
Monthly Activity Report
January 2016**

Engineering:

7th Ward Sewer Rehabilitation: This project is currently under design by BGM & Associates. The condition is considerably worse than originally estimated in the master plan 5 years ago. Funding options will need to be reviewed.

McKinley Avenue Sewer Rehabilitation: This project is currently under design by BGM & Associates. The condition is considerably worse than originally estimated in the master plan 5 years ago. Funding options will need to be reviewed.

2016 Street Improvement Projects: The 2016 street rating work has been completed and the recommendation is being made for the identified street projects for 2016.

Mound Road / Spring Creek Bridge (East): This project is being designed by Chastain & Associates. Plans and a draft Joint City-State Agreement have been submitted. This project is scheduled for an IDOT bid letting on April 22, 2016. The Joint Agreement should be presented to the City Council at the March 7 meeting. Construction should begin this summer.

Nelson Park Neighborhood Storm Drainage Improvements: This project is being designed by Blank, Wesselink, Cook & Associates. A neighborhood meeting was held on January 27th to get input on the project. This project is scheduled for 2017 construction.

Municipal Services Division
Monthly Activity Report
January 4, 2016 – January 29, 2016

TASKS	QUANTITIES	MANHOURS	ADDITIONAL INFORMATION
Stumps Removed	72 each	N/A	
Signs Installed	39 each	N/A	
Parking Citations Issued Downtown	121 each	N/A	
Derooting	6,617 lineal feet	60 hrs.	
Utility Cuts	26 each	750 hrs.	

DECATUR ILLINOIS POLICE DEPARTMENT

**TO: Mayor Julie Moore-Wolfe
City Council Members
City Manager Tim Gleason**

FROM: James E. Getz, Interim Chief of Police

RE: January 2016 Monthly Report

STAFFING

Sworn Police Officer Staffing

The Decatur Police Department has 163 authorized sworn police positions. At end of January 2016 staffing was at 162. Current staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Police Chief	1	1	1
Deputy Chief	3	3	3
Police Lieutenant	5	5	5
Police Sergeant	17	17	17
Police Patrol Officer	137	137	136
TOTAL	163	163	162

Civilian-Non Sworn Police Staffing: 9

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Administrative Secretary	1	1	1
Senior Crime Analyst	1	1	1
Crime Analyst	1	1	1
Sr. Clerk Typist	1	1	1
Records Supervisor	1	1	1
CAD Coordinator	1	1	1
ECS/Records Clerk	1	1	1
Part-time FOIA Officer	2	2	2
Total	9	9	9

Emergency Communications/Dispatch Staffing

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Communications Center Mgr	1	1	1
Supervisor	3	3	3
ECS Level III	23	19	19
<u>ECS Level II</u>	<u>1</u>	<u>1</u>	<u>1</u>
Total	28	24	24

The communications center manager is projecting 40 (4- hour) slots of overtime in February.

PATROL DIVISION

<u>Function</u>	<u>Month</u>	<u>YTD</u>
Community Meetings	1	1
Directed Patrols	40	40
Active Problem Oriented Policing Projects	3	3
Completed Problem Oriented Policing Projects	0	0
Parking Citations	137	137
Criminal Arrests	410	410
Felony Drug Arrests	22	22
Firearms Seized	4	4
Traffic Citations	756	756
Field Interviews	124	124
Written Warnings	458	458
Illegal Sound Amplification Arrests	0	0
Calls for Service/CAD incidents	4436	4436
Unlawful use of Motor Vehicle tows	115	115
Driving Under the Influence Arrests (DUI)	24	24
DUI involving accidents	9	9
Fatal Accidents	0	0
Traffic Accidents	232	232
Accidents with Personal Injury	27	27

City Ordinances

The Decatur Police Department made 23 Ordinance arrests during the month of January 2016; YTD total is 23.

CRIMINAL INVESTIGATIONS DIVISION

Street Crimes: Drug Seizures for the month:

<u>Drug</u>	<u>Amount</u>	<u>YTD Seizure</u>	<u>Street Value</u>
Cannabis	2,978 grams	2,978 grams @ \$10-gram	\$ 29,780
Cocaine-Powder	6 grams	6 grams @ \$100-gram	\$600
Cocaine-Crack	44 grams	44 grams @ \$100-gram	\$4,400
Heroin	35 grams	35 grams @ 300-gram	\$10,500
Ecstasy	0 hits	0@ 20 hit	\$ 0

Meth	229 grams	229 grams @ 100-gram	\$22,900
K-2	29 grams		

Criminal Arrests: 64	YTD: 64
Search Warrants: 11	YTD: 11
US Currency Seized: \$23,190	YTD: \$23,190
Firearms seized: 8	YTD: 8
Vehicles seized: 0	YTD: 0
Interdiction Drug Arrests: 23	YTD: 23
Interdiction Wanted Persons Arrests: 1	YTD: 1
Interdiction Narcotic Seizure: 18	YTD: 18
Interdiction weapons seized: 0	YTD: 0
Interdiction Currency Seizure: \$21,256	YTD: \$21,256

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 185	YTD: 185
Cases closed/resolved: 111	YTD: 111
Criminal Arrests: 58	YTD: 58
Homicides: 1	YTD: 1
Infant Death Investigations: 0	YTD: 0
Suicide Detective Investigations: 0	YTD: 0
Missing person Investigations: 6	YTD: 6
Computer forensic Exams: 18	YTD: 18
Sex Offenders Registered: 93	YTD: 93

A Detective has been assigned to the US Marshals Service Task Force, with a yearly review between the US Marshals Service and Decatur Police Administration to ensure effectiveness. This partnership allows for quicker apprehension of fugitives within the Decatur/ Macon County region and also allows for more government resources in the pursuit of major fugitives.

Fugitive Arrests: 32	YTD fugitive arrests: 32
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Freedom of Information (FOIA)

The Professional Standards Unit received **161** Freedom of Information Act requests for the month; **161** total requests YTD in 2016.

Department of Water Management
January 2016
Monthly Report

2015 Annual Water Main Replacements: Burdick Plumbing & Heating continued replacing 6,840 feet of rapidly deteriorating water main on St. Louis Bridge Road and portions of the Forest Crest subdivision. The project is 98% complete and scheduled for completion this spring.

2016 Annual Water Main Replacements: Work on bid specifications continued for this year's project on East Cantrell Street.

Energy and Water Efficiency Services Agreement: Johnson Controls and City staff have completed 98.7% of the 31,399 water meter replacements and upgrades (excluding 1,230 inactive customer accounts and 19 upgrade refusal customers). HVAC energy efficiency improvements at City facilities are 99% complete. Lighting efficiency improvements, South Water Treatment Plant SCADA upgrades and the advanced water metering infrastructure system have been completed.

Lake Decatur Dam Emergency Response Plan: City Council approved an agreement with Hansen Professional Services to create the plan in December. Preliminary work began this month.

Lake Decatur Dredging Basins 1 through 4: Great Lakes Dredge & Dock continued to be shut down for the winter. Weather dependent, operations are anticipated to resume in March. Since dredging began in November 2014, 27% of the 10,736,733 cubic yards of sediment to be removed has been dredged from the lake, which is 14 days of additional water supply.

Lake Decatur Landscape Maintenance: Work on bid specifications continued for this year's tree and brush removal project at the US 36 Bridge over Lake Decatur area.

Lake Services: Staff continued maintaining and repairing equipment and assisted Public Works with snow and ice control operations.

Nelson Park Basin Marina Management: Discussions continued between the City and Park District on how to best manage marina operations for the long term.

South Water Treatment Plant Clarifier to Claricone Conversion: Advertisements for qualifications and proposals for engineering services to convert two existing clarifiers to claricone technology were issued in October. Three proposals were received in December that were evaluated by City staff. Based on the evaluations, a professional engineering services agreement was negotiated for City Council consideration in February.

South Water Treatment Plant Concrete Replacement: This project will replace deteriorating concrete at several locations at the plant. Advertisements for bids is scheduled for this spring.

Water Distribution System Leak Detection Survey and Repair: This year's survey by ADS LLC is tentatively scheduled for May or June. City staff continue to repair the leaks detected in 2015 in priority order as time permits. 15 of the 37 leaks have been repaired.

Water Production: Due to near record amounts of rain in December, Lake Decatur was maintained at an average level of 88% full for the month. 534.72 million gallons of potable water were pumped to customers which was a 6.2% decrease compared to January 2015. The clarifier mixer gear box emergency repair was completed.

Water Services: Staff repaired 19 water main breaks, inspected 34 water control valves, completed 1,056 billing service orders and 47 distribution system service orders.

William Street & South Water Treatment Plant Reservoir Rehabilitation: City Council authorized an agreement with DN Tanks, Inc. to perform detailed inspections, cleaning, protective coating applications and other preventative maintenance services for these concrete reservoirs on January 19. Work is scheduled to begin in May.

For questions regarding these items contact Keith Alexander, Director of Water Management, at 424-2863 or kalexander@decaturil.gov.

cc: Randy Miller, Water Services Manager
Jerry Stevens, Engineering Services Coordinator
Don Giger, Water Production Operations Supervisor
Randy Weaver, Water Production Maintenance Supervisor

Public Works

DATE: 2/11/2016

MEMO: 2016-06

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Street Jurisdiction within the City

SUMMARY RECOMMENDATION: See attached informational memorandum.

ATTACHMENTS:

Description	Type
2016-06 Information Memo	Cover Memo
2016 Jurisdiction Map	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Bright, Debbie	Approved	2/11/2016 - 5:45 PM

**COUNCIL INFORMATION MEMORANDUM
NO. 2016 - 06**

DATE: February 10, 2016

TO: Honorable Mayor Julie More Wolfe and City Council Members

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

SUBJECT: Street Jurisdictions within the City

The City owns approximately 378 miles of roads which it maintains, however not all public streets within the City Limits are owned and maintained by the City. The Illinois Department of Transportation (IDOT) owns approximately 56 miles of streets within City Limits. Examples of IDOT streets include N. Main and N. Water Streets north of Eldorado, Eldorado Street (US-36), Lake Shore Drive south of Cantrell Street (IL Route 105), Pershing Road (IL Route 48 and 121), as well as several others as shown on the attached map. The Macon County Highway Department owns approximately 11 miles of streets within City Limits including Baltimore Avenue, Brush College Road north of Faries Parkway, and others. The Decatur Park District owns about 7 miles of road within the City including Lake Shore Drive between 22nd Street and US-36, as well as several other streets which service parks. See the attached map for further details.

This is for your information.

